

ATT-7-98-01 / STE-7-98-08

RECEIVED

2007 JUN 16 AM 9:50

IDENTIFICATION
UTILITIES COMMISSION

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 Attachment 2 hereto.

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

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

3. Counterparts. This Amendment may be executed in counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn against either Party on the basis of authorship of this Amendment.

6. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreements only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreements shall remain in full force and effect after the Effective Date.

7. Termination. If a court or regulatory body of competent jurisdiction requires modifications to this Amendment, 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 INTERCONNECTION AGREEMENTS | | | | |
| Massachusetts | INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 25, 1997 by and between NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY and ACC NATIONAL TELECOM CORP. FOR MASSACHUSETTS | Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts ACC National Telecom Corp. | Effective 6/25/97 | Amendment 3 |
| ACC INTERCONNECTION 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

| STATE | EXACT TITLE OF ICA | NAMES OF PARTIES | EFFECTIVE DATE | THIS AMENDMENT IS AMENDMENT NUMBER |
|--|---|--|-----------------------|---|
| ACC INTERCONNECTION AGREEMENTS | | | | |
| Washington, DC | INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 8, 1998 by and between BELL ATLANTIC - WASHINGTON, D.C., INC. and ACC NATIONAL TELECOM CORP. | Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc. ACC National Telecom Corp. | Effective 6/8/98 | Amendment 3 |
| AT&T INTERCONNECTION AGREEMENTS | | | | |
| 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 |

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 |
|---|---|---|-----------------------|---|
| AT&T INTERCONNECTION AGREEMENTS | | | | |
| Connecticut (ACC assigned its Connecticut agreement to AT&T) | Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 10, 1998 by and between NEW YORK TELEPHONE & TELEGRAPH COMPANY d/b/a BELL ATLANTIC -NEW YORK and ACC LONG DISTANCE OF CONNECTICUT CORP. FOR CONNECTICUT | Verizon New York Inc., d/b/a Verizon New York, f/k/a New York Telephone Company, d/b/a Bell Atlantic – New York ACC Long Distance of Connecticut Corp. (AT&T Communications of New England, Inc., assignee) | Effective 6/10/98 | Amendment 3 |
| AT&T INTERCONNECTION AGREEMENTS | | | | |
| Delaware | AGREEMENT between Bell Atlantic -- Delaware, Inc. and AT&T Communications of Delaware, Inc. Effective Date: September 30, 1997 | Verizon Delaware Inc., f/k/a Bell Atlantic – Delaware, Inc. AT&T Communications of Delaware, Inc. | Effective 9/30/97 | Amendment 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 |
|--|--|---|----------------------------|---|
| AT&T INTERCONNECTION AGREEMENTS | | | | |
| Florida | INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. and GTE FLORIDA INC. | Verizon Florida Inc., f/k/a GTE Florida Incorporated AT&T Communications of the Southern States, Inc. | Effective 8/1/97 | Amendment 5 |
| AT&T INTERCONNECTION AGREEMENTS | | | | |
| 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 States, Inc., adoptee) | Adoption Effective 7/10/01 | Amendment 2 |
| AT&T INTERCONNECTION AGREEMENTS | | | | |
| Illinois | 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. | Effective 6/28/99 | 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 |
|---|---|--|-----------------------|---|
| AT&T INTERCONNECTION AGREEMENTS | | | | |
| 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 INDIANA, 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 Indiana, Inc. | Effective 11/24/99 | Amendment 2 |
| AT&T INTERCONNECTION AGREEMENTS | | | | |
| 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 |
| AT&T INTERCONNECTION AGREEMENTS | | | | |
| Maryland | AGREEMENT between Bell Atlantic -- Maryland, Inc. and | Verizon Maryland Inc., f/k/a Bell Atlantic - Maryland, Inc. | Effective 8/1/97 | 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 |
|--|--|---|-----------------------|---|
| | AT&T Communications of Maryland, Inc. Effective Date: August 1, 1997 | AT&T Communications of Maryland, Inc. | | |
| AT&T INTERCONNECTION AGREEMENTS | | | | |
| Massachusetts | INTERCONNECTION AGREEMENT Agreement between AT&T Communications of New England, Inc. and New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Massachusetts | Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Massachusetts AT&T Communications of New England, Inc. | Effective 4/13/98 | Amendment 2 |
| AT&T INTERCONNECTION AGREEMENTS | | | | |
| 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 COMMUNICATIONS 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 |

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 |
|--|---|---|-----------------------|---|
| AT&T INTERCONNECTION AGREEMENTS | | | | |
| New Hampshire (ACC assigned its New Hampshire agreement to AT&T) | Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 10, 1998 by and between NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY d/b/a BELL ATLANTIC - NEW HAMPSHIRE and ACC NATIONAL TELECOM CORP. | Verizon New England, Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – New Hampshire ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee) | Effective 6/10/98 | Amendment 3 |
| AT&T INTERCONNECTION AGREEMENTS | | | | |
| New Jersey (AT&T Communications of New Jersey, Inc., assigned its agreement to AT&T Communications of New Jersey, L.P.) | AGREEMENT between Bell Atlantic -- New Jersey, Inc. and AT&T Communications of New Jersey, Inc. Effective Date: September 15, 1997 | Verizon New Jersey Inc., f/k/a Bell Atlantic – New Jersey, Inc. AT&T Communications of New Jersey, Inc. (AT&T Communications of New Jersey, L.P., assignee) | Effective 9/15/97 | Amendment 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 |
|--|---|--|-----------------------|---|
| AT&T INTERCONNECTION AGREEMENTS | | | | |
| New York | INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 by and between VERIZON NEW YORK INC. and AT&T COMMUNICATIONS OF NEW YORK, INC. | Verizon New York Inc. AT&T Communications of New York, Inc. | Effective 8/01/06 | Amendment 2 |
| AT&T INTERCONNECTION AGREEMENTS | | | | |
| North Carolina | INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. and GTE SOUTH INCORPORATED | Verizon South Inc., f/k/a GTE South Incorporated AT&T Communications of the Southern States, Inc. | Effective 2/9/99 | Amendment 2 |
| AT&T INTERCONNECTION AGREEMENTS | | | | |
| Ohio | INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH INCORPORATED and AT&T COMMUNICATIONS OF OHIO, INC. | Verizon North Inc., f/k/a GTE North Incorporated AT&T Communications of Ohio, Inc. | Effective 12/30/98 | Amendment 4 |
| AT&T INTERCONNECTION AGREEMENTS | | | | |
| Oregon | INTERCONNECTION, | Verizon Northwest | Effective | Amendment 3 |

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of August 1, 2006

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

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

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 TEXAS, INC. and AT&T COMMUNICATIONS OF THE SOUTHWEST, INC. | Texas, L.P., f/k/a AT&T Communications of the Southwest, Inc. | | |
| AT&T INTERCONNECTION AGREEMENTS | | | | |
| Vermont (ACC assigned its Vermont agreement to AT&T) | Assigned Agreement: INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 10, 1998 by and between BELL ATLANTIC - VERMONT and ACC NATIONAL TELECOM CORP. | Verizon New England Inc., d/b/a Verizon Vermont, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Vermont ACC National Telecom Corp. (AT&T Communications of New England, Inc., assignee) | Effective 6/10/98 | Amendment 3 |
| AT&T INTERCONNECTION AGREEMENTS | | | | |
| Virginia (former Bell Atlantic) | INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of October 8, 2002 by and between VERIZON VIRGINIA INC. and AT&T COMMUNICATIONS OF VIRGINIA, INC. | Verizon Virginia Inc. f/k/a Bell Atlantic - Virginia, Inc. AT&T Communications of Virginia, Inc. | Effective 10/8/02 | Amendment 3 |
| AT&T INTERCONNECTION AGREEMENTS | | | | |
| Virginia (former GTE) | INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT | Verizon South Inc., f/k/a GTE South Incorporated | Effective 5/28/99 | Amendment 2 |

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 |
|--|---|---|-----------------------|---|
| | between GTE SOUTH INCORPORATED and AT&T COMMUNICATIONS OF VIRGINIA, INC. | AT&T Communications of Virginia, Inc. | | |
| AT&T INTERCONNECTION AGREEMENTS | | | | |
| Washington | INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTHWEST INCORPORATED and AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC. | Verizon Northwest Inc., f/k/a GTE Northwest Incorporated AT&T Communications of the Pacific Northwest, Inc. | Effective 9/25/97 | Amendment 3 |
| AT&T INTERCONNECTION AGREEMENTS | | | | |
| Washington, DC | AGREEMENT between Bell Atlantic -- Washington, DC, Inc. and AT&T Communications of Washington, DC, Inc. Effective Date: August 25, 1997 | Verizon Washington, DC Inc., f/k/a Bell Atlantic -- Washington, D.C., Inc. AT&T Communications of Washington, DC, Inc. | Effective 8/25/97 | Amendment 4 |

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of August 1, 2006

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

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

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 |
|---|--|---|----------------------------|---|
| | CORPORATION | | | |
| TCG INTERCONNECTION AGREEMENTS | | | | |
| Florida (TCG adopted the terms of the AT&T agreement) | Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. and GTE FLORIDA INC. | Verizon Florida Inc., f/k/a GTE Florida Incorporated AT&T Communications of the Southern States, Inc. (TCG South Florida, adoptee) | Adoption Effective 3/6/98 | Amendment 4 |
| TCG INTERCONNECTION AGREEMENTS | | | | |
| Illinois (TCG adopted the terms of the AT&T agreement) | Adopted Agreement: 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. (TCG Chicago and TCG Illinois, adoptee) | Adoption Effective 6/2/04 | Amendment 2 |
| TCG INTERCONNECTION AGREEMENTS | | | | |
| Indiana (TCG adopted the terms of the AT&T agreement) | Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT | Verizon North Inc., f/k/a GTE North Incorporated Contel of the South, Inc., d/b/a Verizon North | Adoption Effective 5/21/03 | Amendment 2 |

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 |
|---------------------------------------|---|---|---------------------|------------------------------------|
| | 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. | Systems AT&T Communications of Indiana, Inc. (TCG Indianapolis, adoptee) | | |
| TCG INTERCONNECTION AGREEMENTS | | | | |
| Maryland | INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - MARYLAND, INC. and TCG - MARYLAND | Verizon Maryland Inc., f/k/a Bell Atlantic – Maryland, Inc. TCG – Maryland | Effective 2/3/97 | Amendment 5 |

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 INTERCONNECTION AGREEMENTS | | | | |
| Massachusetts | INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of October 29, 1997 by and between BELL ATLANTIC-MASSACHUSETTS and TELEPORT COMMUNICATIONS BOSTON | Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Massachusetts Teleport Communications-Boston, Inc., f/k/a Teleport Communications Boston | Effective 10/29/97 | Amendment 4 |
| TCG INTERCONNECTION AGREEMENTS | | | | |
| 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 COMMUNICATIONS 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 |
| TCG INTERCONNECTION AGREEMENTS | | | | |
| New Hampshire (TCG adopted the terms of the AT&T agreement, originally assigned to AT&T) | 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 |

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 |
|---------------------------------------|--|--|-----------------------|---|
| 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) | | |
| TCG INTERCONNECTION AGREEMENTS | | | | |
| New Jersey 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-NEW JERSEY, INC. and EASTERN TELELOGIC CORPORATION | Verizon New Jersey Inc., f/k/a Bell Atlantic – New Jersey, Inc. TCG Delaware Valley, Inc., f/k/a Eastern TeleLogic Corporation | 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. and | 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 |

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 |
|---|--|--|----------------------------|---|
| | TC SYSTEMS, INC. | | | |
| TCG INTERCONNECTION AGREEMENTS | | | | |
| New York | INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 by and between VERIZON NEW YORK INC. and TELEPORT COMMUNICATIONS GROUP INC. | Verizon New York Inc., f/k/a New York Telephone Company Teleport Communications Group Inc. | Effective 8/01/2006 | Amendment 2 |
| TCG INTERCONNECTION AGREEMENTS | | | | |
| North Carolina (TCG adopted the terms of the AT&T agreement) | Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. and GTE SOUTH INCORPORATED | Verizon South Inc., f/k/a GTE South Incorporated AT&T Communications of the Southern States, Inc. (TCG of the Carolinas, Inc., adoptee) | Adoption Effective 12/8/00 | Amendment 2 |

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 INTERCONNECTION AGREEMENTS | | | | |
| Ohio (TCG adopted the terms of the AT&T agreement) | Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE NORTH INCORPORATED and AT&T COMMUNICATIONS OF OHIO, INC. | Verizon North Inc., f/k/a GTE North Incorporated AT&T Communications of Ohio, Inc. (TCG Ohio, Inc., adoptee) | Adoption Effective 6/2/04 | Amendment 2 |
| TCG INTERCONNECTION AGREEMENTS | | | | |
| Oregon (TCG adopted the terms of the AT&T agreement) | Adopted Agreement: 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. (TCG Oregon, adoptee) | Adoption Effective 4/23/99 | Amendment 3 |

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 INTERCONNECTION AGREEMENTS | | | | |
| Pennsylvania (former Bell Atlantic) TCG Pittsburgh | INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of February 3, 1997 by and between BELL ATLANTIC - PENNSYLVANIA, INC. and TCG - PITTSBURGH | Verizon Pennsylvania Inc., f/k/a Bell Atlantic – Pennsylvania, Inc. TCG Pittsburgh | Effective 2/3/97 | Amendment 3 |
| 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 |

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 INTERCONNECTION AGREEMENTS | | | | |
| Pennsylvania (former GTE) (TCG adopted the terms of the AT&T agreement) | Adopted Agreement: 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. (Teleport Communications Group Inc./TCG Pittsburgh and TCG Delaware Valley, Inc., adoptees) | Adoption Effective 1/26/00 | Amendment 4 |
| TCG INTERCONNECTION AGREEMENTS | | | | |
| Rhode Island | INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of April 21, 1999 by and between BELL ATLANTIC-RHODE ISLAND and TCG RHODE ISLAND | Verizon New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Rhode Island TCG Rhode Island | Effective 4/21/99 | Amendment 4 |
| TCG INTERCONNECTION AGREEMENTS | | | | |
| South Carolina (TCS adopted the terms of the AT&T agreement) | Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC. and | Verizon South Inc., f/k/a GTE South Incorporated TC Systems, Inc. | Effective 10/07/2005 | Amendment 2 |

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 |
|--|--|---|----------------------------|---|
| | GTE SOUTH INCORPORATED | | | |
| TCG INTERCONNECTION AGREEMENTS | | | | |
| Texas (TCG adopted the terms of the AT&T agreement) | Adopted Agreement: INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE SOUTHWEST INCORPORATED AND CONTEL OF TEXAS, INC. and AT&T COMMUNICATIONS OF THE SOUTHWEST, INC. | GTE Southwest Incorporated, d/b/a Verizon Southwest AT&T Communications of the Southwest, Inc. (TCG Dallas and Teleport Communications Houston, Inc., adoptee) | Adoption Effective 2/20/98 | Amendment 3 |
| TCG INTERCONNECTION AGREEMENTS | | | | |
| Virginia (former Bell Atlantic) | INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of October 8, 2002 by and between VERIZON VIRGINIA INC. and TCG VIRGINIA, INC. | Verizon Virginia Inc. f/k/a Bell Atlantic – Virginia, Inc. TCG Virginia, Inc. | Effective 10/8/02 | Amendment 3 |

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 INTERCONNECTION AGREEMENTS | | | | |
| Virginia (former GTE) (TCG adopted the terms of the MCI Worldcom agreement) | Adopted Agreement: Interim Virginia Co-Carrier Agreement between MFS Intelenet of Virginia, Inc. and GTE South Incorporated | Verizon South Inc., f/k/a GTE South Incorporated MCI WORLDCOM Communications of Virginia, Inc. f/k/a MFS Intelenet of Virginia, Inc. (TCG Virginia, Inc., adoptee) | Adoption Effective 7/22/97 | Amendment 2 |
| TCG INTERCONNECTION AGREEMENTS | | | | |
| Washington (TCG adopted the terms of the AT&T agreement) | Adopted Agreement: 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. (TCG Seattle, adoptee) | Adoption Effective 4/21/99 | Amendment 2 |

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

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

Unbundled Loops – California

| <u>Service or Element Description:</u> | <u>Recurring Charges:</u> |
|---|--|
| 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

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

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

Unbundled Loops – District of Columbia

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

Unbundled Loops – Delaware

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

Unbundled Loops – Florida

| <u>Service or Element Description:</u> | <u>Recurring Charges:</u> |
|---|---|
| 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

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

Unbundled Loops – Illinois

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

Unbundled Loops – Indiana

| <u>Service or Element Description:</u> | <u>Recurring Charges:</u> |
|---|--|
| 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 | <u>Density Cell:</u> All - \$14.63/Month |

Unbundled Loops – Massachusetts

| <u>Service or Element Description:</u> | <u>Recurring Charges:</u> |
|--|--|
| 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 – Maryland

| <u>Service or Element Description:</u> | <u>Recurring Charges:</u> |
|--|---|
| 2 Wire Analog (POTS) Loop | <u>Rate Group</u> A1 - \$11.00/Month A2 - \$11.00/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 |

| | |
|---------------------------------------|---|
| 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

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

Unbundled Loops – Michigan

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

Unbundled Loops – Nevada

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

Unbundled Loops – New Hampshire

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

| | |
|---------------------------------------|---|
| 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

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

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

| | |
|---|---|
| ISDN BRI Loop | <u>Density Cell:</u> 1A - \$11.93/Month 1B - \$16.70/Month 2 - \$22.70/Month |
| Customer Specified Signaling - 2-Wire Ground Start | <u>Density Cell:</u> 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 | <u>Density Cell:</u> 1A - \$11.00/Month 1B - \$11.31/Month 2 - \$15.51/Month |

Unbundled Loops – North Carolina

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

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

Unbundled Loops – Ohio

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

Unbundled Loops – Oregon

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

Unbundled Loops – Pennsylvania (Verizon Pennsylvania Inc.)

| <u>Service or Element Description:</u> | <u>Recurring Charges:</u> |
|--|--|
| 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 | <u>Density Cell:</u> 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$13.90/Month 4 - \$23.66/Month |

| | |
|---------------------------------------|--|
| 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.)

| <u>Service or Element Description:</u> | <u>Recurring Charges:</u> |
|--|--|
| 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

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

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

Unbundled Loops – South Carolina

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

Unbundled Loops – Texas

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

Unbundled Loops – Virginia (Verizon Virginia Inc.)

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

| | |
|---------------------------------------|---|
| 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: | Recurring Charges: |
|--|---|
| 2 Wire Analog (POTS) Loop | <u>Density Cell</u> 1 - \$14.99/Month 2 - \$17.94/Month 3 - \$24.44/Month |
| 2 Wire Digital Loop | <u>Density Cell:</u> 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 | <u>Density Cell</u> 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$21.63/Month |
| ISDN BRI Loop | <u>Density Cell:</u> 1 - \$13.27/Month 2 - \$16.08/Month 3 - \$51.60/Month |
| Customer Specified Signaling - 2-Wire | <u>Density Cell:</u> 1 - \$11.00/Month 2 - \$11.00/Month 3 - \$21.63/Month |

| | |
|---------------------------------|---|
| 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: | Recurring Charges: |
|--|---|
| 2 Wire Analog (POTS) Loop | <u>Density Cell</u> 1 - \$14.96/Month 2 - \$16.74/Month 3 - \$20.11/Month 4 - \$23.36/Month 5 - \$49.85/Month |
| 2 Wire Digital Loop | <u>Density Cell:</u> 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 | <u>Density Cell</u> 1 - \$32.00/Month |
| 2 Wire Digital Loop | <u>Density Cell:</u> 1 - \$32.00/Month |

Unbundled Loops – West Virginia

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

| | |
|---------------------------------------|--|
| 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

Appendix B – Resale Discount Rates

| State | With Operator & DA | | Without Operator & DA | |
|---|--------------------|-----------|-----------------------|-----------|
| | 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%