Matilda Sanders

From:

terry.scobie@verizon.com

Sent:

Tuesday, April 17, 2007 9:07 AM

070265-TP

ORIGINAL

To:

Filings@psc.state.fl.us

Cc:

de.oroark@verizon.com; David Christian; demetria.c.watts@verizon.com

Subject:

Informational Filing Regarding Interconnection Agreement between Verizon Florida LLC f/k/a Verizon Florida

Inc. and Neutral Tandem-Florida, LLC

Attachments: VZ FL-Neutral Tandem Informational Filing-4-17-07.pdf

The attached filing is submitted on behalf of Verizon Florida LLC by

Dulaney L. O'Roark III Six Concourse Parkway Suite 600 Atlanta, Georgia 30328 (770) 284-5498 de.oroark@verizon.com

The attached .pdf document contains 47 pages - transmittal letter (2 pages) and DS0 Loop/Resale Discount Amendment (45 pages).

(See attached file: VZ FL-Neutral Tandem Informational Filing-4-17-07.pdf)

Terry Scobie
Executive Adm. Assistant
Verizon Legal Department
813-483-2610 (tel)
813-204-8870 (fax)
terry.scobie@verizon.com

ORIGINAL

Dulaney L. O'Roark IIIVice President-General Counsel, Southeast Region Legal Department

Six Concourse Parkway Suite 600 Atlanta, Georgia 30328

Phone 770-284-5498 Fax 770-284-5488 de.oroark@verizon.com

April 17, 2007 - VIA ELECTRONIC MAIL

Ann Cole, Commission Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850

070265-TP

Re: Informational Filing Regarding Interconnection Agreement between Verizon Florida Inc., f/k/a GTE Florida Incorporated and Neutral Tandem-Florida, LLC

Dear Ms. Cole:

Verizon Florida LLC (f/k/a GTE Florida Incorporated) and Neutral Tandem-Florida, LLC are parties to an interconnection agreement for Florida (the "Interconnection Agreement").

Neutral Tandem-New York, 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 Neutral Tandem-New York, LLC adopted 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 DS0 Loop/Resale Discount Amendment to the Adopted Agreement explicitly provides that the terms of such Amendment shall be applicable to Neutral Tandem-New York, LLC, along with each of Neutral Tandem-New York, 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.¹

¹ 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

Ann Cole April 17, 2007 Page 2

Enclosed, for informational purposes only, is a copy of the DS0 Loop/Resale Discount Amendment, which, as noted above, by its terms applies to the Interconnection Agreement in Florida. Verizon is making this informational filing to keep the Florida Public Service Commission fully informed of the applicable terms between the parties in Florida.

If you have any questions or need additional information regarding this matter, please contact me at 770-284-5498.

Sincerely,

s/ Dulaney L. O'Roark III

Dulaney L. O'Roark III

Attachment

c: Dave Tatak
Neutral Tandem
1 South Wacker Drive, Suite 200
Chicago, IL 60606

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 1of 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.)

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</u> 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. <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 Section 2.
- 3. <u>Counterparts</u>. This Amendment may be executed in counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 4. <u>Captions</u>. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 5. <u>Joint Work Product</u>. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn against either Party on the basis of authorship of this Amendment.
- 6. <u>Scope of Amendment</u>. This Amendment shall amend, modify and revise the Interconnection Agreements only to the extent set forth expressly in <u>Section 1</u> of this Amendment, and, except to the extent set forth in <u>Section 1</u> of this Amendment, the terms and provisions of the Interconnection Agreements shall remain in full force and effect after the Effective Date.
- 7. <u>Termination</u>. If a court or regulatory body of competent jurisdiction requires modifications to this Amendment, either Party shall have the right to terminate the Amendment after sixty (60) days advance written notice.

SIGNATURE PAGE

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

THE AT&T PARTIES	THE VERIZON PARTIES
By:	By:
Printed: 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				
STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
ACC INTERCO	NNECTION AGREEMENTS	Senting to Land Surphy Valletins and Long Valletins		
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		<u> </u>	····
New York	INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 by and between	Verizon New York Inc. ACC Corp.	Effective 8/01/06	Amendment 2
	VERIZON NEW YORK INC. and ACC CORP.			

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS AMENDMENT EFFECTIVE NAMES OF **EXACT TITLE OF ICA STATE** PARTIES DATE AMENDMENT NUMBER ACC INTERCONNECTION AGREEMENTS Verizon Washington, Effective Amendment 3 INTERCONNECTION Washington, DC 6/8/98 DC Inc., AGREEMENT UNDER f/k/a Bell Atlantic -SECTIONS 251 AND 252 Washington, D.C., OF THE TELECOMMUNICATIONS **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 Effective Amendment 8 Verizon California California INTERCONNECTION, 1/23/97 **RESALE** Inc., f/k/a GTE California AND UNBUNDLING Incorporated **AGREEMENT** between GTE CALIFORNIA AT&T 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 NAMES OF EFFECTIVE STATE EXACT TITLE OF ICA **PARTIES** DATE AMENDMENT NUMBER AT&T INTERCONNECTION AGREEMENTS Connecticut Assigned Agreement: Verizon New York Effective Amendment 3 6/10/98 Inc., (ACC assigned its d/b/a Verizon New INTERCONNECTION Connecticut AGREEMENT UNDER York, f/k/a New York agreement to AT&T) SECTIONS 251 AND 252 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 NEW YORK TELEPHONE of Connecticut Corp. (AT&T & TELEGRAPH Communications of COMPANY d/b/a

FOR CONNECTICUT

YORK

and

BELL ATLANTIC -NEW

ACC LONG DISTANCE OF CONNECTICUT CORP.

AT&T INTERC	CONNECTION AGREEMENTS			
Delaware	AGREEMENT	Verizon Delaware	Effective	Amendment 4
	between	Inc.,	9/30/97	
	Bell Atlantic Delaware,	f/k/a Bell Atlantic -		
	Inc.	Delaware, Inc.		
	and			
	AT&T Communications of	AT&T		
	Delaware, Inc.	Communications of		
	Effective Date: September	Delaware, Inc.		
	30, 1997			

New England, Inc.,

assignee)

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS **AMENDMENT** EFFECTIVE NAMES OF IS STATE EXACT TITLE OF ICA PARTIES DATE AMENDMENT NUMBER AT&T INTERCONNECTION AGREEMENTS Amendment 5 INTERCONNECTION, Verizon Florida Inc., Effective Florida **RESALE** f/k/a GTE Florida 8/1/97 AND UNBUNDLING Incorporated **AGREEMENT** between AT&T AT&T Communications of COMMUNICATIONS OF the Southern States. THE SOUTHERN STATES, Inc. INC. and GTE FLORIDA INC. AT&T INTERCONNECTION AGREEMENTS Amendment 2 Adoption Idaho Adopted Agreement: Verizon Northwest Effective Inc., f/k/a GTE Northwest 7/10/01 (AT&T adopted the Interconnection, Resale and Incorporated terms of the Pathnet Unbundling Agreement agreement) Between Pathnet, Inc. (AT&T GTE Northwest Communications of **INCORPORATED** the Mountain States, and Inc., adoptee) PATHNET, INC. AT&T INTERCONNECTION AGREEMENTS Verizon North Inc., Effective Amendment 4 Illinois INTERCONNECTION, 6/28/99 **RESALE** f/k/a GTE North Incorporated, AND UNBUNDLING Verizon South Inc., **AGREEMENT** f/k/a GTE South among Incorporated GTE NORTH INCORPORATED, GTE SOUTH INCORPORATED, AT&T 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 NAMES OF EFFECTIVE EXACT TITLE OF ICA STATE **PARTIES** DATE AMENDMENT NUMBER AT&T INTERCONNECTION AGREEMENTS Effective Amendment 2 Indiana INTERCONNECTION, Verizon North Inc., f/k/a GTE North 11/24/99 RESALE AND UNBUNDLING Incorporated Contel of the South, Inc., **AGREEMENT** d/b/a Verizon North between GTE NORTH Systems INCORPORATED AND AT&T CONTEL OF THE SOUTH, Communications of INC., d/b/a GTE Indiana, Inc. SYSTEMS OF INDIANA, INC. and AT&T COMMUNICATIONS OF INDIANA, INC. AT&T INTERCONNECTION AGREEMENTS Effective Amendment 3 Verizon New Assigned Agreement: Maine 4/7/99 England Inc., INTERCONNECTION d/b/a Verizon Maine, (ACC assigned its f/k/a New England Maine agreement to AGREEMENT UNDER Telephone and SECTIONS 251 AND 252 AT&T) Telegraph Company, OF THE d/b/a Bell Atlantic -**TELECOMMUNICATIONS ACT OF 1996** Maine Dated as of April 7, 1999 by and between ACC National Telecom Corp. **NEW ENGLAND** TELEPHONE & (AT&T Communications of TELEGRAPH COMPANY New England, Inc., d/b/a assignee) **BELL ATLANTIC - MAINE** ACC NATIONAL TELECOM CORP. AT&T INTERCONNECTION AGREEMENTS AGREEMENT Verizon Maryland Effective Amendment 4 Maryland between 8/1/97 Inc., f/k/a Bell Atlantic -Bell Atlantic -- Maryland, Maryland, Inc. 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 NAMES OF **EFFECTIVE** EXACT TITLE OF ICA STATE **PARTIES** DATE **AMENDMENT** NUMBER Communications of Maryland, Inc. Effective Date: Maryland, Inc. August 1, 1997 AT&T INTERCONNECTION AGREEMENTS Amendment 2 INTERCONNECTION Verizon New Effective 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 Telegraph Company, England Telephone and d/b/a Bell Atlantic -Telegraph Company, d/b/a Bell Atlantic - Massachusetts Massachusetts AT&T Communications of New England, Inc. AT&T INTERCONNECTION AGREEMENTS Effective Verizon North Inc., Amendment 4 Michigan INTERCONNECTION, **RESALE** f/k/a GTE North 8/3/99 AND UNBUNDLING Incorporated Contel of the South, **AGREEMENT** between Inc., d/b/a Verizon North GTE NORTH INCORPORATED AND Systems CONTEL OF THE SOUTH, INC., d/b/a GTE AT&T SYSTEMS OF MICHIGAN Communications of Michigan, Inc. and AT&T COMMUNCIATIONS OF MICHIGAN, INC.

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
AT&T INTERCON	NECTION 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 INTERCON	NECTION AGREEMENTS		<u>-</u>	
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
	NNECTION AGREEMENTS	T	T 70 CC	T
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
	NNECTION AGREEMENTS	т.		
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
	NNECTION 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
	NNECTION AGREEMENTS	Varizon Narthwest	Effection	A m on d 2
Oregon	INTERCONNECTION, RESALE	Verizon Northwest Inc.,	Effective 1/27/99	Amendment 3

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

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	ECTION AGREEMENTS	I	T	T.:
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 INTERCON	NECTION AGREEMENTS	······································		1
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
	NECTION AGREEMENTS			F4-11
Texas	INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT between GTE SOUTHWEST INCORPORATED AND CONTEL OF TEXAS, INC.	GTE Southwest Incorporated, d/b/a Verizon Southwest AT&T Communications of Texas, L.P.,	Effective 6/6/97	Amendment 3

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

Communications of

GTE SOUTH

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of August 1, 2006 THIS AMENDMENT NAMES OF **EFFECTIVE** EXACT TITLE OF ICA STATE PARTIES DATE AMENDMENT NUMBER Virginia, Inc. **INCORPORATED** and AT&T COMMUNICATIONS OF VIRGINIA, INC. AT&T INTERCONNECTION AGREEMENTS Verizon Northwest Effective Amendment 3 Washington INTERCONNECTION, 9/25/97 **RESALE** Inc., AND UNBUNDLING f/k/a GTE Northwest Incorporated **AGREEMENT** between GTE NORTHWEST AT&T Communications of INCORPORATED the Pacific and Northwest, Inc. AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC. AT&T INTERCONNECTION AGREEMENTS Effective Washington, DC AGREEMENT Verizon Washington, Amendment 4 8/25/97 DC Inc.. between f/k/a Bell Atlantic -Bell Atlantic -- Washington, DC, Inc. Washington, D.C., and Inc. AT&T Communications of Washington, DC, Inc. AT&T Effective Date: August 25, Communications of 1997 Washington, DC, 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 PARTIES DATE AMENDMENT NUMBER AT&T INTERCONNECTION AGREEMENTS West Virginia Adopted Agreement: Verizon West Adoption Amendment 3 Effective Virginia Inc., (AT&T adopted the MCImetro/Bell Atlantic f/k/a Bell Atlantic -2/10/99 terms of the West Virginia, Inc. INTERCONNECTION AGREEMENT 1997 MCImetro agreement) MCImetro Access Transmission MCImetro/Bell Atlantic 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 RESALE f/k/a GTE North 2/5/99 AND UNBUNDLING Incorporated AGREEMENT between AT&T AT&T Communications of COMMUNICATIONS OF Wisconsin, Inc. WISCONSIN, INC. and GTE NORTH **INCORPORATED** TCG INTERCONNECTION AGREEMENTS California Adopted Agreement: Verizon California Adoption Amendment 6 Inc., Effective INTERCONNECTION, f/k/a GTE California 6/10/98 (TCG Los Angeles adopted the terms of **RESALE AND** Incorporated the MCImetro UNBUNDLING MCImetro Access agreement) **AGREEMENT BETWEEN** Transmission GTE CALIFORNIA Services, Inc. INCORPORATED (Teleport Communications AND MCImetro ACCESS Group, Inc. Los TRANSMISSION Angeles, adoptee) SERVICES, INC. TCG INTERCONNECTION AGREEMENTS California Adopted Agreement: Verizon California Adoption Amendment 6

Inc.,

Effective

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.	f/k/a GTE California Incorporated MCImetro Access Transmission Services, Inc. (Teleport Communications Group Inc., San Diego, adoptee)	6/10/98	
TCG INTERCONNI	ECTION AGREEMENTS			
California	Adopted Agreement:	Verizon California Inc.,	Adoption Effective	Amendment 6
(TCG San Francisco	INTERCONNECTION,	f/k/a GTE California	6/10/98	
adopted the terms of	RESALE AND	Incorporated		
the MCImetro	UNBUNDLING	100		
agreement)	AGREEMENT	MCImetro Access Transmission		
•	BETWEEN GTE CALIFORNIA	Services, Inc.		
	INCORPORATED	(Teleport		
	AND	Communications		
	MCImetro ACCESS	Group, Inc. San		
	TRANSMISSION	Francisco, adoptee)		
	SERVICES, INC.	,		
TCG INTERCONNI	ECTION AGREEMENTS			
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	TCC Deleviers		
	ACT OF 1996	TCG Delaware		
	Dated as of September 13, 1996	Valley, Inc., 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** NAMES OF **EFFECTIVE** STATE EXACT TITLE OF ICA PARTIES DATE AMENDMENT NUMBER TCG INTERCONNECTION AGREEMENTS Adopted Agreement: Verizon Florida Inc., Adoption Amendment 4 Florida 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 Adopted Agreement: Verizon North Inc., Adoption Amendment 2 f/k/a GTE North Effective (TCG adopted the INTERCONNECTION, Incorporated, 6/2/04 terms of the AT&T **RESALE** Verizon South Inc., AND UNBUNDLING agreement) f/k/a GTE South **AGREEMENT** Incorporated among GTE NORTH AT&T Communications of INCORPORATED, GTE SOUTH INCORPORATED, Illinois, Inc. (TCG Chicago and TCG d/b/a Illinois, adoptee) GTE SYSTEMS OF ILLINOIS and AT&T COMMUNICATIONS OF ILLINOIS, INC. TCG INTERCONNECTION AGREEMENTS Verizon North Inc., Amendment 2 Indiana Adopted Agreement: Adoption f/k/a GTE North Effective 5/21/03 (TCG adopted the INTERCONNECTION, Incorporated Contel of the South, terms of the AT&T RESALE AND UNBUNDLING agreement) Inc.. d/b/a Verizon North **AGREEMENT** Systems between **GTE NORTH** INCORPORATED AND AT&T

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)		
	CTION AGREEMENTS		T** ·	<u> </u>
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
	Teo Mineralina	I.		
	CCTION 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
	ECTION AGREEMENTS		1	T
Michigan	Adopted Agreement:	Verizon North Inc., f/k/a GTE North	Adoption Effective	Amendment 4

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	
TCG INTERCONNI	ECTION AGREEMENTS		J	
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	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 NAMES OF **EFFECTIVE** STATE EXACT TITLE OF ICA PARTIES DATE AMENDMENT NUMBER TCG INTERCONNECTION AGREEMENTS INTERCONNECTION Verizon New Jersev Effective Amendment 5 New Jersey AGREEMENT UNDER 9/13/96 Inc., Eastern TeleLogic SECTIONS 251 AND 252 f/k/a Bell Atlantic -OF THE New Jersey, 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-NEW Corporation JERSEY, INC. and EASTERN TELELOGIC CORPORATION INTERCONNECTION Verizon New Jersey Effective Amendment 5 New Jersey AGREEMENT UNDER 2/3/97 Inc., SECTIONS 251 AND 252 f/k/a Bell Atlantic -TC Systems, Inc. New Jersey, Inc. OF THE **TELECOMMUNICATIONS** ACT OF 1996 Teleport Dated as of February 3, 1997 Communications by and between New York, BELL ATLANTIC - NEW f/k/a TC Systems, JERSEY, INC. Inc. and TC SYSTEMS, 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 **PARTIES** DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS Verizon New York Effective Amendment 2 New York INTERCONNECTION 8/01/2006 AGREEMENT UNDER Inc., f/k/a New York SECTIONS 251 AND 252 OF THE Telephone Company **TELECOMMUNICATIONS** ACT OF 1996 Teleport Communications by and between VERIZON NEW YORK Group Inc. INC. and TELEPORT COMMUNICATIONS GROUP INC. TCG INTERCONNECTION AGREEMENTS Verizon South Inc., North Carolina Adoption Amendment 2 Adopted Agreement: Effective f/k/a GTE South INTERCONNECTION, Incorporated 12/8/00 (TCG adopted the terms of the AT&T RESALE AND UNBUNDLING AT&T agreement) 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** EFFECTIVE NAMES OF STATE EXACT TITLE OF ICA IS PARTIES DATE AMENDMENT NUMBER TCG INTERCONNECTION AGREEMENTS Adopted Agreement: Verizon North Inc., Adoption Amendment 2 Ohio Effective f/k/a GTE North 6/2/04 (TCG adopted the Incorporated INTERCONNECTION, terms of the AT&T RESALE agreement) AND UNBUNDLING AT&T Communications of **AGREEMENT** Ohio, Inc. (TCG between Ohio, Inc., adoptee) GTE NORTH INCORPORATED and AT&T COMMUNICATIONS OF OHIO, INC. TCG INTERCONNECTION AGREEMENTS Verizon Northwest Adoption Amendment 3 Adopted Agreement: Oregon Effective Inc., (TCG adopted the INTERCONNECTION, f/k/a GTE Northwest 4/23/99 terms of the AT&T RESALE Incorporated agreement) AND UNBUNDLING AGREEMENT AT&T between Communications of GTE NORTHWEST the Pacific INCORPORATED Northwest, Inc. (TCG Oregon, adoptee) and 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** NAMES OF EFFECTIVE STATE **EXACT TITLE OF ICA PARTIES** DATE AMENDMENT NUMBER TCG INTERCONNECTION AGREEMENTS INTERCONNECTION Verizon Pennsylvania Effective Amendment 3 Pennsylvania (former Bell 2/3/97 AGREEMENT UNDER Inc., Atlantic) SECTIONS 251 AND 252 f/k/a Bell Atlantic -OF THE Pennsylvania, Inc. 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 INTERCONNECTION Verizon Pennsylvania Effective Amendment 4 (former Bell AGREEMENT UNDER 9/13/96 f/k/a Bell Atlantic -Atlantic) SECTIONS 251 AND 252 OF THE Pennsylvania, Inc. Eastern TeleLogic **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 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 Amendment 4 Adopted Agreement: Verizon North Inc., Adoption Pennsylvania Effective (former GTE) f/k/a GTE North INTERCONNECTION, 1/26/00 Incorporated (TCG adopted the RESALE terms of the AT&T AND UNBUNDLING AT&T **AGREEMENT** Communications of agreement) Pennsylvania, Inc. between (Teleport GTE NORTH, INC. and Communications Group Inc./TCG AT&T COMMUNICATIONS OF Pittsburgh and TCG PENNSYLVANIA, INC. Delaware Valley, Inc., adoptees) TCG INTERCONNECTION AGREEMENTS Verizon New Effective Amendment 4 Rhode Island INTERCONNECTION 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 Telephone and **ACT OF 1996** Dated as of April 21, 1999 Telegraph Company, by and between d/b/a Bell Atlantic -BELL ATLANTIC-RHODE Rhode Island ISLAND and TCG Rhode Island 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 EXACT TITLE OF ICA STATE IS PARTIES DATE AMENDMENT NUMBER **GTE SOUTH** INCORPORATED TCG INTERCONNECTION AGREEMENTS GTE Southwest Adopted Agreement: Adoption Amendment 3 Texas Incorporated, Effective (TCG adopted the INTERCONNECTION, d/b/a Verizon 2/20/98 terms of the AT&T **RESALE** Southwest agreement) AND UNBUNDLING **AGREEMENT** AT&T Communications of between **GTE SOUTHWEST** the Southwest, Inc. INCORPORATED AND (TCG Dallas and CONTEL OF TEXAS, INC. Teleport and Communications AT&T Houston, Inc., COMMUNICATIONS OF adoptee) THE SOUTHWEST, INC. TCG INTERCONNECTION AGREEMENTS Verizon Virginia Inc. Virginia INTERCONNECTION 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** 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: Verizon South Inc., Amendment 2 Virginia Adoption Effective (former GTE) f/k/a GTE South Interim Virginia Co-Carrier 7/22/97 Incorporated (TCG adopted the Agreement between MFS terms of the MCI Intelenet of Virginia, Inc. and MCI WORLDCOM GTE South Incorporated WorldCom Communications of Virginia, Inc. f/k/a agreement) MFS Intelenet of Virginia, Inc. (TCG Virginia, Inc., adoptee) TCG INTERCONNECTION AGREEMENTS Washington Adopted Agreement: Verizon Northwest Adoption Amendment 2 Effective Inc., INTERCONNECTION, f/k/a GTE Northwest 4/21/99 (TCG adopted the terms of the AT&T Incorporated RESALE agreement) AND UNBUNDLING AGREEMENT AT&T Communications of between the Pacific GTE NORTHWEST INCORPORATED Northwest, Inc. (TCG and Seattle, adoptee) AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.

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.

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	Density Cell: 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 Start	1B - \$14.21/Month
	1B - \$16.04/Month
Customer Specified Signaling - 2-Wire Reverse Battery	
	1B - \$27.47/Month
Customer Specified Signaling - 2-Wire EBS	

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

Unbundled Loops – District of Columbia

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

Unbundled Loops – Delaware

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

Unbundled Loops – Florida

AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 31

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

Unbundled Loops – Idaho

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

Unbundled Loops – Illinois

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

Unbundled Loops - Indiana

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

Unbundled Loops – Massachusetts

AMENDMENT TO INTERCONNECTION AGREEMENTS - PAGE 32

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

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

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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 Unbundling	Density Cell: 1 - \$12.45/Month
ISDN-BRI Loop	Density Cell 1 - \$59.77/Month
ISDN-BRI Channelized Additional Cost of Unbundling	Density Cell: 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	<u>Density Cell</u> : 1 - \$42.92/Month 2 - \$83.13/Month 3 - \$107.51/Month
2 Wire ADSL/IDSL/SDSL Loop	Density Cell 1 - \$54.02/Month 2 - \$104.62/Month 3 - \$135.31/Month

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

Unbundled Loops - Ohio

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

Unbundled Loops - Oregon

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

Unbundled Loops – Pennsylvania (Verizon Pennsylvania Inc.)

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

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

Unbundled Loops - Pennsylvania (Verizon North Inc.)

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

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

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

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

Attachment 2 to Amendment to Interconnection Agreements

Appendix B - Resale Discount Rates

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

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

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

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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%