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Leigh A. Hyer Vice President and General Counsel, Southeast Region Legal Department



FLTC0007 201 North Franklin Street (33602) Post Office Box 110 Tampa, Florida 33601-0110

Phone 813 483-1256 Fax 813 204-8870 leigh.a.hyer@verizon.com

September 28, 2005

Ms. Blanca S. Bayo, Director Division of the Commission Clerk and Administrative Services Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 OMMISSION

05 SEP 28 AMII: 01

Re:

Docket No.

Petition of Verizon Florida Inc. for Approval of Amendment No. 5 to Interim Interconnection Agreement with AT&T Communications of the Southern States, LLC d/b/a AT&T

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of the above-referenced Petition. The amendment consists of a total of 48 pages. Service has been made as indicated on the Certificate of Service. If there are any questions regarding this matter, please contact me at (813) 483-1256.

Sincerely,

Leigh A. Hyer

LAH:tas Enclosures

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Verizon Florida Inc. for Approval) of Amendment No. 5 to Interim Interconnection) Agreement with AT&T Communications of the Southern States, LLC d/b/a AT&T)

Docket No. 65067/-79 Filed: September 28, 2005

PETITION OF VERIZON FLORIDA INC. FOR APPROVAL OF AMENDMENT NO. 5 TO INTERIM INTERCONNECTION AGREEMENT WITH AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC D/B/A AT&T

Verizon Florida Inc. (Verizon), formerly known as GTE Florida Incorporated, files this petition before the Florida Public Service Commission (Commission) seeking approval of Amendment No. 5 to the interim interconnection agreement with AT&T Communications of the Southern States, LLC d/b/a AT&T. (AT&T). In support of this petition, Verizon states:

The Verizon/AT&T interim interconnection agreement was approved by the Commission by Order No. PSC-00-1776-FOF-TP issued September 28, 2000 in Docket No. 001274-TP. The attached amendment reflects the Parties' agreement on certain unbundled loop rates and resale discount rates as set forth in Attachment 2 of the amendment.

Verizon respectfully requests that the Commission approve the attached amendment and that Verizon be granted all other relief proper under the circumstances.

Respectfully submitted on September 28, 2005.

By:

Leigh A. Hyer

P. O. Box 110, FLTC0717 Tampa, Florida 33601-0110

Telephone No. (813) 483-1256

Attorney for Verizon Florida Inc. DECUMENT NUMBER -DATE

AMENDMENT

to

INTERCONNECTION AGREEMENTS

THIS AMENDMENT (this "Amendment"), effective as of September 1, 2005 (the "Effective Date"), amends each of the Interconnection Agreements (each, the "Agreement"; collectively, the "Interconnection Agreements") by and between each of the Verizon incumbent local exchange carrier ("ILEC") affiliates (individually and collectively "Verizon" or the "Verizon Parties") and each of the AT&T wireline competitive local exchange carrier ("CLEC") affiliates (individually and collectively "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 term "affiliates," as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended.

WITNESSETH:

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

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

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

1. 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

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

the Act) beyond those or replacing those set forth in <u>Attachment 1</u> hereto, they shall implement the terms of this Amendment into such new 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

Printed: Stephen G. Huels

Printed: Virginia P. Ruesterholz

Title: Region Vice President

Title: President - Wholesale Markets

Date: August 31, 2005

Date: September 1, 2005

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** NAMES OF **EFFECTIVE** EXACT TITLE OF ICA STATE IS **PARTIES** DATE **AMENDMENT** NUMBER ACC INTERCONNECTION AGREEMENTS Massachusetts INTERCONNECTION Verizon New **Effective** Amendment 3 AGREEMENT UNDER England Inc., 6/25/97 **SECTIONS 251 AND 252** d/b/a Verizon OF THE Massachusetts. **TELECOMMUNICATIONS** f/k/a New England **ACT OF 1996** Telephone and Dated as of June 25, Telegraph 1997 Company, by and between d/b/a Bell Atlantic **NEW ENGLAND** - Massachusetts **TELEPHONE AND TELEGRAPH COMPANY** ACC National Telecom Corp. and **ACC NATIONAL** TELECOM CORP. FOR MASSACHUSETTS ACC INTERCONNECTION AGREEMENTS **New York** INTERCONNECTION Verizon New York **Effective Amendment 4** AGREEMENT UNDER 6/24/02 Inc. SECTIONS 251 AND 252 OF THE **ACC National TELECOMMUNICATIONS** Telecom Corp. **ACT OF 1996** Dated as of June 24, 2002 by and between **VERIZON NEW YORK** INC. and **ACC NATIONAL** TELECOM CORP.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** EFFECTIVE NAMES OF STATE EXACT TITLE OF ICA IS PARTIES DATE AMENDMENT NUMBER **ACC INTERCONNECTION AGREEMENTS** Washington, DC INTERCONNECTION Verizon **Effective** Amendment 3 AGREEMENT UNDER Washington, DC 6/8/98 SECTIONS 251 AND 252 Inc., OF THE f/k/a Bell Atlantic -**TELECOMMUNICATIONS** Washington, D.C., **ACT OF 1996** inc. Dated as of June 8, 1998 ACC National by and between **BELL ATLANTIC -**Telecom Corp. WASHINGTON, D.C., INC. and **ACC NATIONAL** TELECOM CORP. AT&T INTERCONNECTION AGREEMENTS California INTERCONNECTION, Verizon California **Effective** Amendment 8 **RESALE** Inc., 1/23/97 AND UNBUNDLING f/k/a GTE **AGREEMENT** California between Incorporated **GTE CALIFORNIA** INCORPORATED, AT&T CONTEL OF Communications CALIFORNIA, INC. of California, Inc. and AT&T COMMUNICATIONS OF CALIFORNIA, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** EFFECTIVE NAMES OF STATE EXACT TITLE OF ICA IS **PARTIES** DATE **AMENDMENT** NUMBER AT&T INTERCONNECTION AGREEMENTS Connecticut **Assigned Agreement:** Verizon New York **Effective** Amendment 3 6/10/98 Inc., (ACC assigned its INTERCONNECTION d/b/a Verizon New Connecticut **AGREEMENT UNDER** York, agreement to **SECTIONS 251 AND 252** f/k/a New York AT&T) OF THE Telephone **TELECOMMUNICATIONS** Company, d/b/a Bell Atlantic ACT OF 1996 Dated as of June 10. - New York 1998 ACC Long by and between **NEW YORK TELEPHONE** Distance of & TELEGRAPH Connecticut Corp. (AT&T COMPANY d/b/a **BELL ATLANTIC -NEW** Communications YORK of New England, and Inc., assignee) ACC LONG DISTANCE OF CONNECTICUT CORP. FOR CONNECTICUT AT&T INTERCONNECTION 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 AT&T of Delaware, Inc. Communications **Effective Date:** of Delaware, Inc. September 30, 1997

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

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

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

AT&T COMMUNCIATIONS OF MICHIGAN, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** NAMES OF **EFFECTIVE** EXACT TITLE OF ICA STATE IS PARTIES DATE **AMENDMENT** NUMBER AT&T INTERCONNECTION AGREEMENTS **New Hampshire** Verizon New **Effective** Amendment 3 Assigned Agreement: England, Inc., 6/10/98 (ACC assigned its INTERCONNECTION d/b/a Verizon New **New Hampshire** AGREEMENT UNDER Hampshire, agreement to **SECTIONS 251 AND 252** f/k/a New England AT&T) Telephone and OF THE **TELECOMMUNICATIONS** Telegraph Company, **ACT OF 1996** Dated as of June 10, d/b/a Bell Atlantic 1998 - New Hampshire by and between **NEW ENGLAND ACC National TELEPHONE &** Telecom Corp. **TELEGRAPH COMPANY** (AT&T d/b/a Communications **BELL ATLANTIC - NEW** of New England, **HAMPSHIRE** Inc., assignee) and **ACC NATIONAL** TELECOM CORP. AT&T INTERCONNECTION AGREEMENTS New Jersey **AGREEMENT** Verizon New Effective Amendment 4 between Jersey Inc., 9/15/97 (AT&T Bell Atlantic -- New f/k/a Bell Atlantic Communications Jersey, Inc. - New Jersey, Inc. of New Jersey, and Inc., assigned its **AT&T Communications** AT&T agreement to of New Jersey, Inc. Communications AT&T Effective Date: of New Jersey, Communications **September 15, 1997** Inc. (AT&T of New Jersey, Communications L.P.) of New Jersey,

L.P., assignee)

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS AMENDMENT NAMES OF **EFFECTIVE** STATE **EXACT TITLE OF ICA PARTIES** DATE AMENDMENT NUMBER AT&T INTERCONNECTION AGREEMENTS **New York** INTERCONNECTION Verizon New York Amendment 4 Effective **AGREEMENT UNDER** Inc. 6/24/02 SECTIONS 251 AND 252 T&TA OF THE Communications **TELECOMMUNICATIONS ACT OF 1996** of New York, Inc. Dated as of June 24, 2002 by and between **VERIZON NEW YORK** INC. and AT&T COMMUNICATIONS OF NEW YORK, INC. AT&T INTERCONNECTION AGREEMENTS North Carolina INTERCONNECTION, Verizon South **Effective** Amendment 2 RESALE Inc., 2/9/99 AND UNBUNDLING f/k/a GTE South **AGREEMENT** Incorporated between AT&T COMMUNICATIONS AT&T OF THE SOUTHERN Communications STATES, INC. of the Southern and States, Inc. **GTE SOUTH INCORPORATED** AT&T INTERCONNECTION AGREEMENTS Ohio INTERCONNECTION, Verizon North Inc., **Effective** Amendment 4 RESALE f/k/a GTE North 12/30/98 AND UNBUNDLING Incorporated **AGREEMENT** between AT&T GTE NORTH Communications **INCORPORATED** of Ohio, Inc. and AT&T COMMUNICATIONS OF OHIO, INC. 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 September 1, 2005

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BELL ATLANTIC - PENNSYLVANIA, INC. and TCG - PITTSBURGH AT&T INTERCONNECTION AGREEMENTS Pennsylvania (former GTE) RESALE f/k/a GTE North AGREEMENT AGREEMENT between AT&T GTE NORTH, INC. and AGREEMENT Communications and AGREEMENT AT&T Communications of Pennsylvania,		1			
PENNSYLVANIA, INC. and TCG - PITTSBURGH AT&T INTERCONNECTION AGREEMENTS Pennsylvania (former GTE) RESALE f/k/a GTE North AGREEMENT AGREEMENT between GTE NORTH, INC. and AGREEMENT Communications and AGREEMENT AT&T Communications of Pennsylvania,		•	Inc., adoptee)		
and TCG - PITTSBURGH AT&T INTERCONNECTION AGREEMENTS Pennsylvania (former GTE) RESALE f/k/a GTE North 10/12/99 AND UNBUNDLING Incorporated AGREEMENT between AT&T GTE NORTH, INC. Communications and of Pennsylvania,		1			
TCG - PITTSBURGH AT&T INTERCONNECTION AGREEMENTS Pennsylvania (former GTE) RESALE f/k/a GTE North 10/12/99 AND UNBUNDLING Incorporated AGREEMENT between AT&T GTE NORTH, INC. Communications and of Pennsylvania,					
AT&T INTERCONNECTION AGREEMENTS Pennsylvania (former GTE) INTERCONNECTION, (former GTE) RESALE (f/k/a GTE North 10/12/99 Incorporated AGREEMENT between AT&T GTE NORTH, INC. and of Pennsylvania,					
Pennsylvania (former GTE) RESALE (f/k/a GTE North 10/12/99 AND UNBUNDLING Incorporated AGREEMENT between GTE NORTH, INC. Communications and of Pennsylvania,					
(former GTE) RESALE AND UNBUNDLING AGREEMENT between GTE NORTH, INC. and f/k/a GTE North Incorporated AT&T Communications of Pennsylvania,		T			T
AND UNBUNDLING Incorporated AGREEMENT between AT&T GTE NORTH, INC. Communications and of Pennsylvania,		•	,	l .	Amendment 4
AGREEMENT between AT&T GTE NORTH, INC. Communications and of Pennsylvania,	(former GTE)			10/12/99	
between AT&T GTE NORTH, INC. Communications and of Pennsylvania,		1	Incorporated		į
GTE NORTH, INC. Communications and of Pennsylvania,			ATOT		
and of Pennsylvania,		1	1 1 1 1 1 1 1		
		-			
ATOLI CONNINCATIONS INC.			I		
OF PENNSYLVANIA, INC.			mc.		

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

Communications

INCORPORATED AND

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

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
	AND UNBUNDLING	f/k/a GTE South		
	AGREEMENT	Incorporated		
	between			
	GTE SOUTH	AT&T		
	INCORPORATED	Communications		
	and	of Virginia, Inc.		
	AT&T COMMUNICATIONS			
	OF VIRGINIA, INC.			
	AT&T INTERCONN	IECTION AGREEMENT	S	
Washington	INTERCONNECTION,	Verizon Northwest	Effective	Amendment 3
	RESALE	Inc.,	9/25/97	
	AND UNBUNDLING	f/k/a GTE		
	AGREEMENT	Northwest		
	between	Incorporated		
	GTE NORTHWEST			
	INCORPORATED	AT&T		
	and	Communications		
	AT&T COMMUNICATIONS	of the Pacific		
	OF THE PACIFIC	Northwest, Inc.		
	NORTHWEST, INC.			
AT&T INTERCONN		NECTION AGREEMENT	S	
Washington, DC	AGREEMENT	Verizon	Effective	Amendment 4
	between	Washington, DC	8/25/97	İ
	Bell Atlantic	Inc.,		
	Washington, DC, Inc.	f/k/a Bell Atlantic		
	and	 Washington, 		1
	AT&T Communications	D.C., Inc.		
	of Washington, DC, Inc.			
	Effective Date: August	AT&T		
	25, 1997	Communications		
		of Washington,		
		DC, Inc.		

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS AMENDMENT EFFECTIVE NAMES OF STATE **EXACT TITLE OF ICA PARTIES** DATE AMENDMENT NUMBER AT&T INTERCONNECTION AGREEMENTS West Virginia Adopted Agreement: Verizon West Adoption Amendment 3 Virginia Inc., **Effective** (AT&T adopted MCImetro/Bell Atlantic f/k/a Bell Atlantic 2/10/99 the terms of the INTERCONNECTION - West Virginia, **MCImetro AGREEMENT 1997** Inc. agreement) MCImetro/Bell Atlantic **MCImetro Access** Interconnection Transmission Agreement between Services, Inc. MCImetro Access (AT&T Transmission Services. Communications Inc. ("MCIm") and Bell of West Virginia, Atlantic-West Virginia, Inc., adoptee) 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** AT&T between AT&T COMMUNICATIONS Communications OF WISCONSIN, INC. of Wisconsin, Inc. and **GTE NORTH**

INCORPORATED

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS **PARTIES** DATE AMENDMENT NUMBER TCG INTERCONNECTION AGREEMENTS Adoption California **Adopted Agreement:** Verizon California Amendment 6 **Effective** Inc., (TCG Los Angeles INTERCONNECTION. f/k/a GTE 6/10/98 adopted the **RESALE AND** California terms of the **UNBUNDLING** Incorporated **MCImetro AGREEMENT** agreement) **BETWEEN MCImetro Access GTE CALIFORNIA** Transmissi on **INCORPORATED** Services, Inc. AND (Teleport **MCImetro ACCESS** Communications **TRANSMISSION** Group, Inc. Los SERVICES, INC. Angeles, adoptee) TCG INTERCONNECTION AGREEMENTS California Adopted Agreement: Verizon California Adoption Amendment 6 **Effective** Inc., (TCG San Diego INTERCONNECTION, f/k/a GTE 6/10/98 adopted the **RESALE AND** California terms of the **UNBUNDLING** Incorporated **MCImetro AGREEMENT** agreement) **BETWEEN MCImetro Access GTE CALIFORNIA Transmission INCORPORATED** Services, Inc. AND (Teleport **MCImetro ACCESS** Communications **TRANSMISSION** Group Inc., San SERVICES, INC. Diego, adoptee)

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS AMENDMENT **EFFECTIVE** NAMES OF **EXACT TITLE OF ICA** IS STATE **PARTIES** DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS Verizon California Adoption Amendment 6 California Adopted Agreement: **Effective** Inc., (TCG San INTERCONNECTION. f/k/a GTE 6/10/98 California Francisco **RESALE AND** UNBUNDLING Incorporated adopted the terms of the **AGREEMENT MCImetro Access MCImetro** BETWEEN Transmission GTE CALIFORNIA agreement) **INCORPORATED** Services, Inc. (Teleport AND Communications **MCImetro ACCESS** TRANSMISSION Group, Inc. San SERVICES, INC. Francisco, adoptee) TCG INTERCONNECTION AGREEMENTS **Amendment 8 Effective** Delaware INTERCONNECTION Verizon Delaware 9/13/96 AGREEMENT UNDER Inc., **SECTIONS 251 AND 252** f/k/a Bell Atlantic - Delaware, Inc. OF THE **TELECOMMUNICATIONS ACT OF 1996 TCG Delaware** Valley, Inc., **Dated as of September** 13, 1996 f/k/a Eastern TeleLogic by and between Corporation **BELL ATLANTIC-**DELAWARE, INC. and **EASTERN TELELOGIC** CORPORATION

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** NAMES OF EFFECTIVE **EXACT TITLE OF ICA** STATE IS **PARTIES** DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS Florida **Adopted Agreement:** Verizon Florida Adoption Amendment 4 **Effective** Inc., (TCG adopted the INTERCONNECTION, f/k/a GTE Florida 3/6/98 terms of the AT&T **RESALE** Incorporated agreement) AND UNBUNDLING AT&T **AGREEMENT** Communications between AT&T COMMUNICATIONS of the Southern OF THE SOUTHERN States, Inc. (TCG STATES, INC. South Florida, and adoptee) 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** agreement) AND UNBUNDLING inc.. **AGREEMENT** f/k/a GTE South among Incorporated **GTE NORTH** INCORPORATED, GTE AT&T SOUTH INCORPORATED. Communications d/b/a of Illinois, Inc. GTE SYSTEMS OF (TCG Chicago and **ILLINOIS** TCG Illinois, and adoptee) AT&T COMMUNICATIONS OF ILLINOIS, INC. TCG INTERCONNECTION AGREEMENTS Indiana Adopted Agreement: Verizon North Inc., Amendment 2 Adoption f/k/a GTE North **Effective** (TCG adopted the INTERCONNECTION, Incorporated 5/21/03 terms of the AT&T RESALE Contel of the agreement) AND UNBUNDLING South, Inc., **AGREEMENT** d/b/a Verizon between **North Systems** GTE NORTH **INCORPORATED AND** AT&T

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

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** NAMES OF **EFFECTIVE** STATE EXACT TITLE OF ICA IS. **PARTIES** DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS Massachusetts INTERCONNECTION Verizon New **Effective** Amendment 4 AGREEMENT UNDER England Inc., 10/29/97 **SECTIONS 251 AND 252** d/b/a Verizon OF THE Massachusetts, **TELECOMMUNICATIONS** f/k/a New England **ACT OF 1996** Telephone and Dated as of October 29, Telegraph 1997 Company, by and between d/b/a Bell Atlantic **BELL ATLANTIC-** Massachusetts **MASSACHUSETTS** Teleport and **TELEPORT** Communications-**COMMUNICATIONS** Boston, Inc., **BOSTON** f/k/a Teleport Communications **Boston** TCG INTERCONNECTION AGREEMENTS Michigan Adopted Agreement: Verizon North Inc., Adoption Amendment 4 f/k/a GTE North **Effective** (TCG adopted the INTERCONNECTION. Incorporated 11/24/99 terms of the AT&T RESALE agreement) AND UNBUNDLING AT&T **AGREEMENT** Communications between of Michigan, Inc. **GTE NORTH** (Teleport **INCORPORATED AND** Communications CONTEL OF THE SOUTH. Group Inc./TCG INC., d/b/a GTE Detroit, adoptee) SYSTEMS OF MICHIGAN and AT&T COMMUNCIATIONS OF MICHIGAN, INC. TCG INTERCONNECTION AGREEMENTS **New Hampshire Adoption of Assigned** Verizon New Adoption Amendment 3 Agreement: England Inc., Effective (TCG adopted the d/b/a Verizon New 6/18/02 terms of the AT&T INTERCONNECTION Hampshire, agreement, AGREEMENT UNDER f/k/a New England

originally

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005

STATE	EXACT, TITLE OF ICA	NAMES OF PARTIES	EFFECTIVE DATE	THIS AMENDMENT IS AMENDMENT NUMBER
assigned to AT&T by ACC)	SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996 Dated as of June 10, 1998	Telephone and Telegraph Company, d/b/a Bell Atlantic – New Hampshire		
	by and between NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY	ACC National Telecom Corp. (AT&T Communications		
	d/b/a BELL ATLANTIC - NEW HAMPSHIRE	of New England, Inc., assignee, TCG New		
	and ACC NATIONAL TELECOM CORP.	Hampshire, Inc., adoptee)		
		ECTION AGREEMENT		
New Jersey	INTERCONNECTION	Verizon New	Effective	Amendment 5
	AGREEMENT UNDER	Jersey Inc.,	9/13/96	İ
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	Valley, Inc.,		
	13, 1996	f/k/a Eastern		
	by and between	TeleLogic		
	BELL ATLANTIC-NEW	Corporation		
	JERSEY, INC.			
	and			
	EASTERN TELELOGIC			
	CORPORATION		<u> </u>	
N 1	INTERCONNECTION	Marinan Nam	Effective-	Amondmo-4 F
New Jersey	INTERCONNECTION	Verizon New	Effective 2/3/97	Amendment 5
TC Systems Inc	AGREEMENT UNDER SECTIONS 251 AND 252	Jersey Inc., f/k/a Bell Atlantic	213181	
TC Systems, Inc.	OF THE	- New Jersey, Inc.		
	TELECOMMUNICATIONS	- New Jersey, IIIC.		
	ACT OF 1996	Teleport		
	Dated as of February 3,	Communications		
	1997	New York,		
	1991	INCW IOIK,		l

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

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

Attachment 1 to Amendment to Interconnection Agreements

Interconnection Agreements Between The Parties as of September 1, 2005

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

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** NAMES OF **EFFECTIVE** STATE **EXACT TITLE OF ICA** IS **PARTIES** DATE **AMENDMENT** NUMBER TCG INTERCONNECTION AGREEMENTS Texas Adopted Agreement: **GTE Southwest** Adoption Amendment 3 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 between Communications **GTE SOUTHWEST** of the Southwest, **INCORPORATED AND** Inc. (TCG Dallas CONTEL OF TEXAS, INC. and Teleport and Communications AT&T COMMUNICATIONS Houston, Inc., OF THE SOUTHWEST, adoptee) INC. TCG INTERCONNECTION AGREEMENTS Virginia INTERCONNECTION Verizon Virginia **Effective Amendment 3** (former Bell **AGREEMENT UNDER** Inc. 10/8/02 Atlantic) SECTIONS 251 AND 252 f/k/a Bell Atlantic OF THE - Virginia, Inc. **TELECOMMUNICATIONS ACT OF 1996** TCG Virginia, Inc. Dated as of October 8, 2002 by and between VERIZON VIRGINIA INC. and TCG VIRGINIA, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT EFFECTIVE** NAMES OF STATE **EXACT TITLE OF ICA** IS **PARTIES** DATE AMENDMENT NUMBER TCG INTERCONNECTION AGREEMENTS Virginia **Adopted Agreement:** Verizon South Adoption Amendment 2 **Effective** (former GTE) Inc., Interim Virginia Cof/k/a GTE South 7/22/97 (TCG adopted the **Carrier Agreement** Incorporated terms of the MCI between MFS Intelenet MCI WORLDCOM Worldcom of Virginia, Inc. and GTE agreement) South Incorporated Communications of Virginia, Inc. f/k/a MFS Intelenet of Virginia, Inc. (TCG Virginia, Inc., adoptee) TCG INTERCONNECTION AGREEMENTS Washington **Adopted Agreement: Verizon Northwest** Adoption Amendment 2 Inc.. Effective (TCG adopted the INTERCONNECTION, f/k/a GTE 4/21/99 terms of the AT&T RESALE Northwest agreement) AND UNBUNDLING Incorporated **AGREEMENT** between AT&T **GTE NORTHWEST** Communications INCORPORATED of the Pacific and Northwest, Inc. **AT&T COMMUNICATIONS** (TCG Seattle, OF THE PACIFIC adoptee) NORTHWEST, INC.

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS AMENDMENT **EFFECTIVE** NAMES OF EXACT TITLE OF ICA STATE IS **PARTIES** DATE AMENDMENT NUMBER TCG INTERCONNECTION AGREEMENTS Amendment 5 Washington, DC INTERCONNECTION Verizon **Effective** AGREEMENT UNDER Washington, DC 2/3/97 **SECTIONS 251 AND 252** Inc., f/k/a Bell Atlantic OF THE **TELECOMMUNICATIONS** - Washington, **ACT OF 1996** D.C., Inc. Dated as of February 3 Teleport 1997 by and between Communications -Washington, D.C., **BELL ATLANTIC -**WASHINGTON, D.C., INC. Inc. and **TELEPORT COMMUNICATIONS -**WASHINGTON, D.C., INC. TCG INTERCONNECTION AGREEMENTS West Virginia Adopted Agreement: Verizon West Adoption Amendment 3 Virginia Inc., **Effective** (TCG adopted the MCImetro/Bell Atlantic f/k/a Bell Atlantic 6/15/02 terms of the INTERCONNECTION - West Virginia, **MCImetro AGREEMENT 1997** Inc. agreement) Agreement between **MCImetro Access MCImetro Access** Transmission Transmission Services, Services, LLC, Inc. and Bell Atlanticf/k/a MCImetro West Virginia, Inc. Access Transmission Services, Inc. (TCG Virginia, Inc., adoptee)

Attachment 1 to Amendment to Interconnection Agreements Interconnection Agreements Between The Parties as of September 1, 2005 THIS **AMENDMENT** NAMES OF EFFECTIVE EXACT TITLE OF ICA STATE IS PARTIES DATE **AMENDMENT** NUMBER -TCG INTERCONNECTION AGREEMENTS Wisconsin Adopted Agreement: Verizon North Inc., Adoption Amendment 2 f/k/a GTE North **Effective** (TCG adopted the INTERCONNECTION, Incorporated 11/24/03 terms of the AT&T **RESALE** agreement) AND UNBUNDLING AT&T **AGREEMENT** Communications of Wisconsin, Inc. between AT&T COMMUNICATIONS (TCG Milwaukee, OF WISCONSIN, INC. Inc., adoptee) and GTE NORTH **INCORPORATED**

Attachment 2 to Amendment to Interconnection Agreements

Terms and Conditions

- A. From the Effective Date through May 31, 2008, Verizon shall bill, and AT&T shall pay, the monthly recurring DS0 loop charges set forth in Appendix A to this Attachment 2, which charges shall replace the monthly recurring DS0 loop charges previously set forth in the Agreement for the same loop types in the same service territories. Appendix A to this Attachment 2 may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Amendment shall be deemed to require Verizon to provide such a service, facility, arrangement or the like that the Agreement does not otherwise require Verizon to provide, or to provide such a service, facility, arrangement or the like 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

Olibanaida 20070 / Ilizotia	
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	Density Cell
	1 - \$11.00/Month
	2 - \$21.87/Month
2 Wire Digital Loop	Density Cell:
2 Wife Digital Loop	
	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:
i isbly bld boop	1B - \$16.70/Month
	1B - \$10.70/Monui
	Density Cell:
Customer Specified Signaling - 2-Wire Ground Start	1B - \$14.21/Month
Customer Specified Signaling - 2-Wire Reverse	1B - \$16.04/Month
Battery	
Customer Specified Signaling - 2-Wire EBS	1B - \$27.47/Month

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

Unbundled Loops – District of Columbia

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

Unbundled Loops – Delaware

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

Unbundled Loops - Florida

	· · · · · · · · · · · · · · · · · · ·
Service or Element Description:	Recurring Charges:

2 Wire Analog (POTS) Loop	Density Cell 1 - \$12.00/Month 2 - \$16.18/Month 3 - \$27.54/Month
2 Wire Digital Loop	Density Cell: 1 - \$12.00/Month 2 - \$16.18/Month 3 - \$27.54/Month

Unbundled Loops – Idaho

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

Unbundled Loops – Illinois

Density Cell
1 - \$24.04/Month
Daniel Call
<u>Density Cell</u> : 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

10	170
Service or Element Description	n: Recurring Charges:
Bei vice of Element Description	. Recuiring 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

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	Density Cell:
Unbundling	1 - \$36.50/Month
ADSL High Capacity Loop	Density Cell:
	1 - \$75.22/Month

Unbundled Loops – New Hampshire

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

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

Unbundled Loops - New Jersey

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

Unbundled Loops - New York

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

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

Unbundled Loops – North Carolina

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

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

Unbundled Loops - Ohio

Recurring Charges:
Density Cell
1 - \$15.73/Month
Density Cell: 1 - \$15.73/Month

Unbundled Loops - Oregon

Recurring Charges:	
Density Cell	
1 - \$14.36/Month	
2 - \$25.83/Month	
3 - \$50.16/Month	
Density Cell:	
1 - \$14.36/Month	
2 - \$25.83/Month	
3 - \$50.16/Month	
	Density Cell 1 - \$14.36/Month 2 - \$25.83/Month 3 - \$50.16/Month Density Cell: 1 - \$14.36/Month 2 - \$25.83/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	Density Cell:
	3 - \$12.39/Month
	4 - \$22.39/Month

Unbundled Loops – Rhode Island

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

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

Unbundled Loops - South Carolina

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

Unbundled Loops - Texas

Recurring Charges:
Density Cell
1 - \$13.63/Month
2 - \$35.45/Month
3 - \$78.77/Month
Density Cell:
1 - \$13.63/Month
2 - \$35.45/Month
3 - \$78.77/Month

Unbundled Loops - Virginia (Verizon Virginia Inc.)

Density Cell 1 - \$11.89/Month 2 - \$15.26/Month 3 - \$28.43/Month
2 - \$15.26/Month
3 - \$28.43/Month
5 - \$20. 4 5/1 V 10HtH
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
	1

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

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

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%

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of Verizon Florida Inc.'s Petition For Approval of Amendment No.5 to Interim Interconnection Agreement with AT&T Communications of the Southern States, LLC was sent via overnight delivery(*) on September 27, 2005 and U.S. mail(**) on September 28, 2005 to:

Staff Counsel(*)
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

AT&T Communications of the Southern States, LLC(**)
Attention: Peggy Nelson
Senior Attorney
679 Bluff Street
Glencoe, IL 60022

Leigh A. Hver