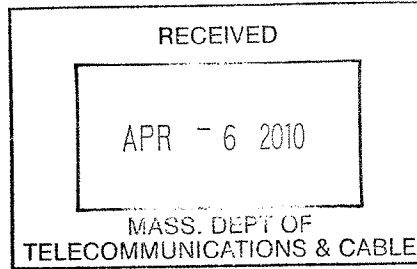


Alexander W. Moore
Associate General Counsel

The Verizon logo, consisting of a checkmark symbol above the word "verizon" in a bold, lowercase sans-serif font.

125 High Street
Oliver Tower - 7th Floor
Boston, MA 02110

Phone 617 743-2265
Fax 617 737-0648
alexander.w.moore@verizon.com

April 6, 2010

Catrice C. Williams, Secretary
Department of Telecommunications and Cable
Two South Station, Floor 4
Boston, MA 02110

Re: Interconnection Agreement between Verizon Massachusetts
and RCC Atlantic, Inc.

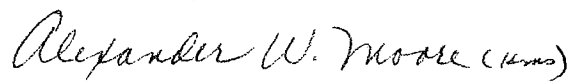
Dear Secretary Williams:

In accordance with § 252(e) of the Telecommunications Act of 1996 ("Act"), Verizon Massachusetts is herewith filing Amendment No. 3 to the Interconnection Agreement between Verizon Massachusetts and RCC Atlantic, Inc. governing interconnection arrangements in the Commonwealth of Massachusetts. This Amendment is being submitted for Department approval under § 252(e)(1) and (e)(2) of the Act. Section 252(e)(4) of the Act provides that, if a state agency does not act to approve or reject an agreement reached by negotiation within 90 days following the filing, it shall be deemed approved.

Questions that the Department or interested persons may have regarding this filing should be directed to me or to RCC Atlantic's representative. The address and telephone number of RCC Atlantic's representative is:

Amy Straton
Interconnection Contract Negotiations
Verizon Wireless
1120 Sanctuary Parkway
Suite 150, Mail Code GASA51CT
Alpharetta, GA 30009-7630
Tel: (770) 797-1238

Respectfully submitted,

A handwritten signature in cursive script that reads "Alexander W. Moore (A.W.M.)".

Alexander W. Moore

cc: Michael Isenberg, Director
Amy Straton

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

Dated May 24, 2001

between

VERIZON NEW ENGLAND INC., D/B/A VERIZON MASSACHUSETTS

and

CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS

FOR MASSACHUSETTS

AMENDMENT NO. 3

to the

INTERCONNECTION AGREEMENT

Dated March 21, 1997

between

**VERIZON NEW ENGLAND INC.,
D/B/A VERIZON MASSACHUSETTS,
F/K/A NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY,
D/B/A BELL ATLANTIC - MASSACHUSETTS**

and

RCC ATLANTIC, INC.

FOR MASSACHUSETTS

This Amendment (this "Amendment") is effective January 5, 2010 ("Amendment Effective Date"), by and between Verizon New England Inc., doing business as Verizon Massachusetts (hereinafter referred to as "Verizon MA"), and Cellco Partnership, doing business as Verizon Wireless, and RCC Atlantic, Inc. (hereinafter referred to as the "Verizon Wireless Parties"). (Verizon MA and the Verizon Wireless Parties may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, Verizon MA and Northcoast Communications, L.L.C. entered into an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 (the "Act") for Massachusetts, which was effective May 24, 2001 (the "May 24, 2001 Agreement"); and

WHEREAS, Northcoast Communications, L.L.C. assigned the May 24, 2001 Agreement to Cellco Partnership, d/b/a Verizon Wireless, effective July 16, 2003, as a result of which Verizon MA and Cellco Partnership are now the parties to the May 24, 2001 Agreement; and

WHEREAS, the May 24, 2001 Agreement incorrectly included certain Monthly Recurring Charges for 911/E911 related services in the column for Non-Recurring Charges in "Appendix A to the Pricing Attachment," and the Parties wish to correct this error; and,

WHEREAS, Verizon MA and RCC Atlantic, Inc. are parties to an Interconnection Agreement under Sections 251 and 252 of the Act for Massachusetts, which was effective March 21, 1997 (the "March 21, 1997 Agreement"); and

WHEREAS, the Parties wish to amend the May 24, 2001 Agreement to add RCC Atlantic, Inc. as a party to the May 24, 2001 Agreement; and

WHEREAS, the Parties wish to terminate the March 21, 1997 Agreement, effective as of the Amendment Effective Date;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree as follows:

1. Notwithstanding any other provision of the May 24, 2001 Agreement, the March 21, 1997 Agreement, or otherwise:

- 1.1 The May 24, 2001 Agreement is amended as follows. Effective as of the Amendment Effective Date: (a) the May 24, 2001 Agreement is amended to add RCC Atlantic, Inc. as a party to the May 24, 2001 Agreement; and, (b) as used in the May 24, 2001 Agreement, references to "Northcoast Communications, L.L.C.," "Northcoast,"

"Cellco Partnership" and "Cellco," shall be deemed to include all of the Verizon Wireless Parties listed on the signature page to this Amendment.

- 1.2 "Appendix A to the Pricing Attachment" of the May 24, 2001 Agreement is amended to correct the statement of the rates for "911/E911" by deleting existing "VZ Services, Facilities, and Arrangements," Section VIII, "911/E911," and replacing it with a new "VZ Services, Facilities, and Arrangements," Section VIII, "911/E911" as set out in Exhibit A, attached. The rates set out in Exhibit A, attached, shall be subject to change from time-to-time as provided in the May 24, 2001 Agreement for rates set out in "Appendix A to the Pricing Attachment" of the May 24, 2001 Agreement.
- 1.3 The March 21, 1997 Agreement is terminated effective upon the Amendment Effective Date. Any Services that were purchased by one Party from another Party under the March 21, 1997 Agreement shall as of the Amendment Effective Date be subject to the May 24, 2001 Agreement. The May 24, 2001 Agreement shall be deemed to be an amendment, extension and restatement of the March 21, 1997 Agreement, and, as such, the May 24, 2001 Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the March 21, 1997 Agreement and, accordingly, all monetary obligations of the Parties to one another under the March 21, 1997 Agreement shall remain in full force and effect and shall constitute monetary obligations of the Parties under the May 24, 2001 Agreement.

2. Scope of Amendment. Except to the extent set forth in this Amendment, the rates, terms and other provisions of the May 24, 2001 Agreement shall remain in full force and effect after the Amendment Effective Date. Nothing in this Amendment shall be deemed to extend or amend the term of the May 24, 2001 Agreement, or to affect a Party's right to exercise any right of termination it may have under the May 24, 2001 Agreement.

3. Conflict Between this Amendment and the Agreements. This Amendment shall be deemed to revise the rates, terms and other provisions of the May 24, 2001 Agreement and the March 21, 1997 Agreement, to the extent necessary to give effect to the rates, terms and other provisions of this Amendment. In the event of a conflict between a rate, term or other provision of this Amendment and a rate, term or other provision of the May 24, 2001 Agreement or the March 21, 1997 Agreement, this Amendment shall govern.

4. Definitions. Except as otherwise stated in this Amendment, capitalized terms used in this Amendment shall have the meanings set out in the May 24, 2001 Agreement.

5. Counterparts. This Amendment may be executed in one or more 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the Amendment Effective Date.

VERIZON NEW ENGLAND INC., D/B/A VERIZON MASSACHUSETTS

By: Jennifer E. Ross

Printed: Jennifer E. Ross

Title: Director - Interconnection Services

Date: 3-25-2010

VERIZON WIRELESS PARTIES:

Cellco Partnership, Doing Business As Verizon Wireless
RCC Atlantic, Inc.

By: [Signature]

Printed: David R. Haverling

Title: Area Vice President - Network

Date: 3 15 10

EXHIBIT A

VZ SERVICES, FACILITIES, AND ARRANGEMENTS¹

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
VIII. 911/E911		
A. Entrance Facility		
2 Wire Voice Grade	\$36.14/month	\$236.85
4 Wire Voice Grade	\$59.00/month	\$375.68
DS1	\$221.48/month	\$618.09
B. Direct Trunk Transport		
2 or 4 Wire Voice Grade	\$33.39 Fixed/month \$3.89/month/mile	
DS1	\$66.00 Fixed/month \$21.25/month/mile	
C. Multiplexing (if applicable)		
DS1 to Voice	\$291.38/month	

¹ This Exhibit may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon MA does not have an obligation to provide under the May 24, 2001 Agreement (e.g., services, facilities, arrangements and the like that Verizon MA is not required to provide under Section 251 of the Act). Notwithstanding any such rates (and/or references), and for the avoidance of any doubt, nothing in this Exhibit shall be deemed to require Verizon MA to provide a service, facility, arrangement or the like that the May 24, 2001 Agreement does not require Verizon MA to provide.