

AMENDMENT NO. 1

To the

INTERCONNECTION AGREEMENT

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

OMNIPOINT COMMUNICATIONS MB OPERATIONS, LLC
and
OMNIPOINT COMMUNICATIONS DEF OPERATIONS, LLC

This Amendment No. 1 (the "Amendment") to the Interconnection Agreement by and among Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company d/b/a Bell Atlantic - Massachusetts ("Verizon"), and Omnipoint Communications MB Operations, LLC and Omnipoint Communications DEF Operations, LLC and their affiliates (collectively "Omnipoint"), is effective June 14, 2001 (the "Effective Date").

WHEREAS, Omnipoint and Verizon are parties to an Interconnection Agreement for the state of Massachusetts which became effective August 3, 1998 (the "Agreement");

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

1. The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Local Traffic subject to Section 251(b)(5) of the Communications Act of 1934, as amended, shall be governed by the optional reciprocal compensation plan put forth in the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 ("*ISP Traffic Order*"). The Parties hereby adopt such optional reciprocal compensation plan under which the rates for all Local Traffic exchanged between the Parties shall mirror the rates for Internet traffic, pursuant to paragraphs 89-94 of the *ISP Traffic Order*. The *ISP Traffic Order* and any other applicable FCC orders or regulations shall also govern the Parties' rights and obligations with respect to intercarrier compensation for Internet traffic exchanged between the Parties, if applicable.

2. The per minute rates set forth in Section 5.2.1 are hereby deleted and replaced with the following:

“Each party shall pay the other the following rates for Local Traffic which originates on its network and which terminates on the network of the other party:

	<u>Charges</u>	
A. Local Traffic Delivered at the Verizon Interconnection Point	Recurring June 14, 2001 and thereafter -- \$0.00 per minute of use (Bill-and-Keep)	Non-Recurring Not Applicable

	<u>Charges</u>	
B. Local Traffic Delivered at the Omnipoint Interconnection Point	Recurring June 14, 2001 and thereafter -- \$0.00 per minute of use (Bill-and-Keep)	Non-Recurring Not Applicable

The above stated rates for termination of Local Traffic are symmetrical such that each party will receive the same rate for termination of such traffic originating on the network of the other party. The rates provided above shall apply until such time as they are replaced prospectively by new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and the FCC Regulations, or by the FCC, subject to a stay or other order issued by any court of competent jurisdiction. The charges for Local Traffic termination set out in subsection B are intended to be the same as the charges that Verizon bills to Omnipoint for Local Traffic termination set out in subsection A. In the event of any change in the charges for Local Traffic termination set out in subsection A, the charges for Local Traffic termination set out in subsection B shall automatically change to be the same as the charges for Local Traffic termination set out in subsection A.”

3. Section 5.3 of the Agreement is amended by deleting the last two sentences thereof, which read as follows:

“The Reciprocal Compensation rate for Type 2A will be as described above. Upon notice as provided, herein, either Party may choose to use the “Reciprocal” rate for all calls or the Time of Day rate structure.”

4. Termination. If the *ISP Traffic Order* is stayed, vacated or modified, in whole or in part, by the FCC or another governmental entity of competent jurisdiction, each Party shall have the right to terminate this Amendment by written notice to the other Party. The termination shall be effective upon receipt of the notice of termination by the other Party. In the event of such termination of this Amendment, the language of the

Agreement, on a prospective basis, effective with the effective date of the termination, shall revert to the language of the Agreement (including any other amendments to the Agreement entered into by the Parties on, before or after the Amendment Effective Date) as it would have existed if this Amendment had not been entered into by the Parties. The provisions of this Section 4 shall be in addition to and not in limitation of any other provisions of the Agreement that might apply if the *ISP Traffic Order* is stayed, vacated or modified.

5. Scope of Agreement. Except to the extent set forth in Sections 1-4 of this Amendment, the rates, charges and other provisions of the Agreement shall remain in full force and effect. The dates shown in this schedule are not intended to modify the term of the Agreement or to affect either Party's right to exercise any right of termination it may have under the Agreement.

6. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, charges and other provisions of the Agreement to the extent necessary to give effect to the rates, charges and other provisions of this Amendment. In the event of a conflict between a rate, charge or other provision of this Amendment and a rate, charge or other provision of the Agreement, this Amendment shall govern.

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

OMNIPOINT COMMUNICATIONS MB OPERATIONS, LLC

By: _____

Printed: _____

Title: _____

OMNIPOINT COMMUNICATIONS DEF OPERATIONS, LLC

By: _____

Printed: _____

Title: _____

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

By: _____

Printed: Jeffrey A. Masoner

Title: Vice President – Interconnection Services Policy & Planning