

## AMENDMENT

to

## INTERCONNECTION AGREEMENTS

**THIS AMENDMENT** (this “Amendment”), effective as of September 30, 2004 (the “Effective Date”), amends each of the Interconnection Agreements (the “Interconnection Agreements”) by and between each of the Verizon incumbent local exchange carrier (“ILEC”) affiliates listed in Attachment 1 (individually and collectively “Verizon” or the “Verizon Parties”) and Qwest Communications Corporation, Qwest Interprise America, Inc., Qwest Communications Corporation of Virginia, and Qwest Interprise America of Virginia, Inc. (individually and collectively “Qwest” or the “Qwest Parties”); Verizon and Qwest are referred to herein individually as a “Party” and collectively as the “Parties”. Attachment 2 hereto lists, to the best of the Parties’ knowledge, the Interconnection Agreements in effect as of the Effective Date.

### WITNESSETH:

**WHEREAS**, Verizon and Qwest are Parties to Interconnection Agreements under Sections 251 and 252 of the Act.

**WHEREAS**, the Parties wish to amend the Interconnection Agreements to reflect their agreements on DC power matters, as set forth in Attachment 3 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 3 hereto shall govern the Parties’ mutual rights and obligations with respect to DC power for collocation provided by Verizon to Qwest.
2. Conflict between this Amendment and the Interconnection Agreements. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreements to delete and replace all provisions governing the rates, terms and conditions applicable to DC power for collocation provided by Verizon to Qwest. 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.
3. Counterparts. This Amendment may be executed in counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn against either Party on the basis of authorship of this Amendment.
6. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreements only to the extent set forth expressly in Sections 1 and 2 of this Amendment, and, except to the extent set forth in Sections 1 and 2 of this Amendment, the terms and provisions of the Interconnection Agreements shall remain in full force and effect after the Effective Date.

**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 QWEST PARTIES**

**THE VERIZON PARTIES**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment 1 to Amendment to Interconnection Agreements**

Verizon Delaware Inc.  
Verizon Maryland Inc.  
Verizon New Jersey Inc.  
Verizon Pennsylvania Inc.  
Verizon Virginia Inc.  
Verizon Washington, DC Inc.  
Verizon West Virginia Inc.  
Verizon New England Inc.  
Verizon New York Inc.

**Attachment 2 to Amendment to Interconnection Agreements**

**Interconnection Agreements Between The Parties as of January 6, 2005**

Verizon Entity	Qwest Entity	State	Effective Date
Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc.	Qwest Communications Corporation	DC	03/19/1999
Verizon Delaware Inc., f/k/a Bell Atlantic - Delaware, Inc.	Qwest Communications Corporation	DE	06/09/1999
Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Massachusetts	Qwest Communications Corporation	MA	03/19/1999
Verizon Maryland, Inc.	Qwest Communications Corporation	MD	08/14/2000
Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc.	Qwest Communications Corporation	NJ	03/19/1999
Verizon New York Inc., f/k/a New York Telephone Company d/b/a Bell Atlantic New York	Qwest Communications Corporation	NY	03/19/1999
Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	Qwest Communications Corporation	PA	06/07/1999
Verizon Virginia Inc. f/k/a Bell Atlantic - Virginia, Inc.	Qwest Communications Corporation of Virginia	VA	03/19/1999
Verizon Washington, DC Inc., f/k/a Bell Atlantic - Washington, D.C., Inc.	Qwest Interprise America, Inc.	DC	09/01/1999
Verizon Delaware Inc., f/k/a Bell Atlantic - Delaware, Inc.	Qwest Interprise America, Inc.	DE	09/01/1999
Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and	Qwest Interprise America, Inc.	MA	06/23/1997

Telegraph Company, d/b/a Bell Atlantic - Massachusetts			
Verizon Maryland, Inc. f/k/a Bell Atlantic – Maryland, Inc.	Qwest Interprise America, Inc.	MD	09/01/1999
Verizon New Jersey Inc., f/k/a Bell Atlantic - New Jersey, Inc.	Qwest Interprise America, Inc.	NJ	09/01/1999
Verizon New York Inc., f/k/a New York Telephone Company d/b/a Bell Atlantic New York	Qwest Interprise America, Inc.	NY	06/23/1997
Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.	Qwest Interprise America, Inc.	PA	09/08/1999
Verizon Virginia Inc. f/k/a Bell Atlantic - Virginia, Inc.	Qwest Interprise America of Virginia, Inc.	VA	09/08/1999

### **Attachment 3 to Amendment to Interconnection Agreements**

To the extent required by the Agreement to provide DC power for collocation to Qwest, Verizon shall provide DC power to Qwest in accordance with the rates, terms and conditions set forth in Verizon's intrastate collocation tariffs.