

AMENDMENT NO. 3

to the

INTERCONNECTION AGREEMENT

between

**VERIZON NEW ENGLAND INC.,
d/b/a VERIZON MASSACHUSETTS,**

and

SPRINT COMMUNICATIONS COMPANY L.P.

This Amendment No. 3 (the "Amendment") is made by and between Verizon New England Inc., d/b/a Verizon Massachusetts ("Verizon"), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts 02110, and Sprint Communications Company L.P., a limited partnership with offices at 8140 Ward Parkway, Kansas City, Missouri 64114 ("SPRINT"), and shall be deemed effective on July 14, 2005 (the "Amendment Effective Date"). Verizon and SPRINT are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the Commonwealth of Massachusetts (the "Commonwealth").

WITNESSETH:

WHEREAS, Verizon and SPRINT are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated December 19, 2001 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") issued a decision affirming in part and vacating in part the TRO (the "D.C. Circuit Decision"); and

WHEREAS, on August 20, 2004, the FCC released an Order in WC Docket No. 04-313 and CC Docket No. 01-338 (the "Interim Rules Order") setting forth certain interim rules regarding the temporary reinstatement of unbundling obligations for certain network elements with respect to which the D.C. Circuit Decision holds that the FCC has made no lawful impairment finding under Section 251 of the Act; and

WHEREAS, on February 4, 2005, the FCC released an Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338 (the "TRRO") setting forth rules that supplanted, effective March 11, 2005, the temporary rules set forth in the Interim Rules Order and addressing the remanded issues raised in the D.C. Circuit Decision;

WHEREAS, on July 14, 2005, the Massachusetts Department of Telecommunications and Energy (the "Department"), issued an arbitration order in Docket No. D.T.E. 04-33 (the "Arbitration

Order") requiring certain interconnection agreements to be amended in accordance with rulings set forth therein; and

WHEREAS, in light of the foregoing developments, the Parties, pursuant to Sections 252(a) and (b) of the Act, wish to amend the Agreement in order to comply with the applicable rulings set forth in the Arbitration Order and to give contractual effect to the provisions set forth herein; and

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

1. Amendment to Agreement. The Agreement is amended to include the following provisions and the Pricing Attachment to the TRO Amendment (including Exhibit A) attached hereto, which shall apply to and be a part of the Agreement notwithstanding any other provision of the Agreement or a Verizon tariff.
2. General Conditions.
 - 2.1 Restrictions on SPRINT's Use of UNEs and Combinations. SPRINT may not access an unbundled Network Element ("UNE") or combination of unbundled Network Elements ("Combination") for the exclusive provision of Mobile Wireless Services or Interexchange Services.
 - 2.2 Discontinued Facilities. Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff (subject to any tariff provisions expressly incorporated by reference into the Agreement), but subject to the transition requirements of Sections 3.4, 3.5, and 3.7 as to the UNEs addressed therein, Verizon may, effective as of July 14, 2005 and without further notice to SPRINT, cease offering or providing access on an unbundled basis at rates prescribed under Section 251 of the Act to any facility that is a Discontinued Facility, whether as a stand-alone UNE, as part of a Combination, or otherwise.
 - 2.3 Limitation With Respect to Replacement Arrangements. Certain provisions of this Amendment refer to Verizon's provision of a facility, service, or arrangement to replace Discontinued Facilities. Any reference in this Amendment to Verizon's provision of a facility, service, or arrangement that Verizon is not required to provide under 47 U.S.C. § 251 and 47 C.F.R. Part 51 is solely for the convenience of the Parties and, unless the Parties otherwise agree in a written agreement that is separate from the Amended Agreement, shall not be construed to require or permit arbitration pursuant to 47 U.S.C. § 252(b) regarding the rates, terms or conditions upon which Verizon shall provide such facilities, services, or arrangements.
 - 2.4 Pre-Existing Discontinuance Rights. Verizon's rights as to discontinuance of Discontinued Facilities pursuant to this Amendment are in addition to, and not in limitation of, any rights Verizon may have as to discontinuance of Discontinued Facilities under the Agreement. Nothing contained herein shall be construed to prohibit, limit, or delay Verizon's exercise of any pre-existing right it may have under the Agreement to cease providing a Discontinued Facility.
3. Verizon's Provision of Certain Network Elements and Related Services.
 - 3.1 FTTH and FTTC Loops
 - 3.1.1 New Builds. Notwithstanding any other provision of the Amended Agreement, SPRINT shall not be entitled to obtain access to an FTTH or FTTC Loop on an unbundled basis where Verizon has deployed such a Loop to the customer

premises of an end user that previously was not served by any Verizon Loop other than an FTTH or FTTC Loop.

3.1.2 Overbuilds. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above), if (a) Verizon deploys an FTTH or FTTC Loop to replace a copper Loop previously used to serve a particular end user's customer premises, and (b) Verizon retires that copper loop and there are no other available copper Loops or Hybrid Loops for SPRINT's provision of a voice grade service to that end user's customer premises, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall provide SPRINT with nondiscriminatory access on an unbundled basis to a transmission path capable of providing DS0 voice grade service to that end user's customer premises.

3.1.2.1 In retiring a copper Loop or subloop, Verizon shall comply with any effective and lawful requirements that apply to that copper loop or subloop under 47 C.F.R. § 51.319(a)(3)(iii); provided, however, that any such requirements shall not apply to retirement of copper feeder subloop.

3.2 Hybrid Loops.

3.2.1 Packet Switched Features, Functions, and Capabilities. Notwithstanding any other provision of the Amended Agreement, SPRINT shall not be entitled to obtain access to the Packet Switched features, functions, or capabilities of any Hybrid Loop on an unbundled basis. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability.

3.2.2 Broadband Services. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above), when SPRINT seeks access to a Hybrid Loop for the provision of "broadband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 C.F.R. § 51.319(a), Verizon shall provide SPRINT with nondiscriminatory access under the Amended Agreement to the existing time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (where impairment has been found to exist) on an unbundled basis to establish a complete time division multiplexing transmission path between the main distribution frame (or equivalent) in a Verizon wire center serving an end user to the demarcation point at the end user's customer premises. The foregoing access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

3.2.3 Narrowband Services. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above), when SPRINT seeks access to a Hybrid Loop for the provision to its customer of "narrowband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 C.F.R. § 51.319(a), Verizon shall, in its sole discretion, either (a) provide access under the Amended Agreement to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide access under the Amended Agreement, on an unbundled basis, to a DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end user's serving wire center

and the end user's customer premises, using time division multiplexing technology.

- 3.2.4 IDLC Hybrid Loops. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above), if SPRINT requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop), Verizon shall, as and to the extent required by 47 C.F.R. § 51.319(a), provide SPRINT unbundled access to a Loop capable of voice-grade service to the end user customer served by the Hybrid Loop.
- 3.2.4.1 Verizon will endeavor to provide SPRINT with an existing copper Loop or a Loop served by existing Universal Digital Loop Carrier ("UDLC"). Standard recurring and non-recurring Loop charges will apply. In addition, subject to Section 3.2.4.3 below, a non-recurring charge will apply whenever a line and station transfer is performed.
- 3.2.4.2 If neither a copper Loop nor a Loop served by UDLC is available, Verizon shall, upon request of SPRINT, construct the necessary copper Loop or UDLC facilities. In addition to the rates and charges payable in connection with any unbundled Loop so provisioned by Verizon, SPRINT shall be responsible for the following charges: (a) an engineering query charge for preparation of a price quote; (b) upon SPRINT's submission of a firm construction order, an engineering work order nonrecurring charge; and (c) construction charges, as set forth in the price quote. If the order is cancelled by SPRINT after construction work has started, SPRINT shall be responsible for cancellation charges and a pro-rated charge for construction work performed prior to the cancellation.
- 3.2.4.3 The charges described in this section 3.2.4 shall be subject to the provisions set forth in Section 1 of the Pricing Attachment to this Amendment.
- 3.2.4.4 Verizon may exclude its performance in connection with providing unbundled Loops pursuant to this Section 3.2.4 from standard provisioning intervals and performance measures and remedies, if any, contained in the Amended Agreement or elsewhere, until such time as a legally effective order of the Department expressly requires new standard provisioning intervals and/or performance measures and remedies for Verizon's provisioning of unbundled Loops pursuant to this Section 3.2.4, at which time such new intervals, performance measures, and/or remedies shall apply to the extent and for so long as they remain effective.

3.3 Sub-Loop.

- 3.3.1 Sub-Loop for Access to Multiunit Premises. All provisions in the Agreement governing SPRINT access to Inside Wire, House and Riser or House and Riser Cable are hereby deleted and replaced with this Section 3.3.1, which shall supersede any other provision in the Agreement or in any Verizon tariff not expressly incorporated into the Agreement. Subject to and without limiting Section 2 above, upon request by SPRINT, Verizon shall provide to SPRINT unbundled access to the Sub-Loop for Multiunit Premises Access,

regardless of the capacity level or type of loop that the requesting carrier seeks to provision for its customer, in accordance with, but only to the extent required by, 47 C.F.R. § 51.319(b).

3.3.1.1 Inside Wire Sub-Loop. In accordance with, but only to the extent required by, 47 C.F.R. § 51.319(b), upon request by SPRINT, Verizon shall provide to SPRINT access to a House and Riser Cable pursuant to this Section 3.3.1.1 at the rates and charges provided in the Amended Agreement. Verizon shall not reserve a House and Riser Cable for SPRINT. SPRINT may access a House and Riser Cable only between the MPOE for such cable and the demarcation point at a technically feasible access point. It is not technically feasible to access inside wire sub-loop if a technician must access the facility by removing a splice case to reach the wiring within the cable.

3.3.1.1.1 SPRINT must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:

3.3.1.1.1.1 SPRINT shall locate its facilities within cross connect distance of the point of interconnection on such cable. Facilities are within cross connect distance of a point of interconnection if they are located in the same room (not including a hallway) or within twelve (12) feet of such point of interconnection.

3.3.1.1.1.2 If suitable space is available, SPRINT shall install its facilities no closer than fourteen (14) inches of the point of interconnection for such cable, unless otherwise agreed by the Parties.

3.3.1.1.1.3 SPRINT's facilities cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that SPRINT's facilities or equipment are located in a space where Verizon plans to locate its facilities or equipment.

3.3.1.1.1.4 SPRINT shall identify its facilities as those of SPRINT by means of permanently-affixed externally-visible signage or markings.

3.3.1.1.1.5 To provide SPRINT with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any right of way for SPRINT, (c) secure space for SPRINT in any building, (d) secure access to any

portion of a building for SPRINT or (e) reserve space in any building for SPRINT.

- 3.3.1.1.1.6 Verizon shall perform cutover of a Customer to SPRINT service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to SPRINT's facilities, and Verizon shall determine how to perform such installation. SPRINT shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to SPRINT in accordance with SPRINT's order for such services.
- 3.3.1.1.2 If proper SPRINT facilities are not available at the time of installation, Verizon shall bill SPRINT, and SPRINT shall pay to Verizon, the Not Ready Charge set forth in the Amended Agreement and the Parties shall establish a new cutover date.
- 3.3.1.1.3 Verizon shall perform all installation work on Verizon equipment in connection with SPRINT's use of Verizon's House and Riser Cable. All SPRINT equipment connected to a House and Riser Cable shall comply with applicable industry standards.
- 3.3.1.1.4 Verizon shall repair and maintain a House and Riser Cable at the request of SPRINT. SPRINT shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a) SPRINT reports to Verizon a Customer trouble, (b) SPRINT requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then SPRINT shall pay Verizon the charge set forth in the Amended Agreement for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by SPRINT is not available at the appointed time. If as the result of SPRINT instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Amended Agreement will be assessed per occurrence to SPRINT by Verizon. If as the result of SPRINT instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Amended Agreement will be assessed per occurrence to SPRINT by Verizon.

3.3.1.2 Single Point of Interconnection.

3.3.1.2.1 In accordance with, but only to the extent required by, 47 C.F.R. § 51.319(b), upon request by SPRINT and provided that the conditions set forth in Subsections 3.3.1.2.1.1 and 3.3.1.2.1.2 are satisfied, the Parties shall negotiate in good faith an amendment to the Amended Agreement memorializing the terms, conditions and rates under which Verizon will provide a single point of interconnection at a multiunit premises suitable for use by multiple carriers:

3.3.1.2.1.1 Verizon has distribution facilities to the multiunit premises, and owns, controls, or leases and controls, the House and Riser Cable at the multiunit premises; and

3.3.1.2.1.2 SPRINT certifies that it will place an order for access, via the newly provided single point of interconnection, to an unbundled Sub-Loop network element that Verizon is required to provide to SPRINT under the Amended Agreement.

3.3.1.2.2 If the Parties are unable to agree on the rates, terms and conditions under which Verizon will provide a SPOI, then any issues in dispute regarding this obligation shall be resolved in a Department proceeding under Section 252 of the Act.

3.3.1.2.3 Verizon's obligations with respect to a SPOI under this section 3.3.1.2 are in addition to Verizon's obligations to provide nondiscriminatory access to a subloop for access to multiunit premises wiring, including any inside wire, at any technically feasible point as set forth in this Amendment.

3.3.2 Distribution Sub-Loop Facility. Notwithstanding any other provision of the Amended Agreement (but subject to the conditions set forth in Section 2 above) or any Verizon tariff not expressly incorporated into the Agreement, in accordance with, but only to the extent required by, 47 C.F.R. § 51.319(b), upon site-specific request, SPRINT may obtain access to the Distribution Sub-Loop Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure in accordance with 47 C.F.R. § 51.319(b)(1)(i) at the rates and charges provided for Unbundled Sub-Loop Arrangements (or the Distribution Sub-Loop) in the Amended Agreement. It is not technically feasible to access the sub-loop distribution facility if a technician must access the facility by removing a splice case to reach the wiring within the cable.

3.4 High Capacity Loops. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting the conditions set forth in Section 2 above):

3.4.1 DS1 Loops

3.4.1.1 Limitations on Unbundling Obligation. Effective as of March 11, 2005, and subject to the transition requirements set forth in Section 3.4.1.2 below:

3.4.1.1.1 Verizon is not required to provide, and SPRINT may not obtain, unbundled access to a DS1 Loop out of any Wire Center at which Verizon is not required to provide unbundled DS1 Loops under 47 C.F.R. § 51.319(a)(4).

3.4.1.1.2 Pursuant to 47 C.F.R. § 51.319(a)(4)(ii), and without limiting Section 3.4.1.1.1 above, SPRINT may not obtain more than ten (10) unbundled DS1 Loops to any single building. For the avoidance of any doubt, any unbundled DS1 Loop that an Affiliate of SPRINT obtains from Verizon (e.g., under a separate interconnection agreement or a Verizon UNE tariff) at the same building location shall be counted as having been obtained by SPRINT for purposes of calculating the foregoing cap.

3.4.1.2 Transition Requirements.

3.4.1.2.1 For the 12-month transition period beginning on March 11, 2005, any unbundled DS1 Loop that SPRINT leased from Verizon as of March 11, 2005, but which Verizon is not obligated to unbundle pursuant to section 3.4.1.1 above, shall be available to SPRINT for lease from Verizon at transitional rates provided for in the Pricing Attachment to this Amendment.

3.4.2 DS3 Loops

3.4.2.1 Limitations on Unbundling Obligation. Effective as of March 11, 2005, and subject to the transition requirements set forth in section 3.4.2.2 below:

3.4.2.1.1 Verizon is not required to provide, and SPRINT may not obtain, unbundled access to a DS3 Loop out of any Wire Center at which Verizon is not required to provide unbundled DS3 Loops under 47 C.F.R. § 51.319(a)(5).

3.4.2.1.2 Pursuant to 47 C.F.R. § 51.319(a)(5)(ii), and without limiting section 3.4.2.1.1 above, SPRINT may not obtain more than one (1) unbundled DS3 Loop to any single building. For the avoidance of any doubt, any unbundled DS3 Loop that an Affiliate of SPRINT obtains from Verizon (e.g., under a separate interconnection agreement or a Verizon UNE tariff) at the same building location shall be counted as having been obtained by SPRINT for purposes of calculating the foregoing cap.

3.4.2.2 Transition Requirements. For the 12-month transition period beginning on March 11, 2005, any unbundled DS3 Loop that SPRINT leased from Verizon as of March 11, 2005, but which Verizon is not obligated to unbundle pursuant to section 3.4.2.1 above, shall be available to SPRINT for lease from Verizon at transitional rates provided for in the Pricing Attachment to this Amendment.

3.4.3 Dark Fiber Loops

3.4.3.1 Elimination of Unbundling Obligation. Effective as of March 11, 2005, and subject to the transition requirements set forth in section 3.4.3.2 below, Verizon is not required to provide, and SPRINT may not obtain, unbundled access to any Dark Fiber Loop.

3.4.3.2 Transition Requirements. For the 18-month transition period beginning on March 11, 2005, any Dark Fiber Loop that SPRINT leased from Verizon as of March 11, 2005 shall be available to SPRINT for lease from Verizon at transitional rates provided for in the Pricing Attachment to this Amendment.

3.5 High Capacity Transport. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting the conditions set forth in Section 2 above):

3.5.1 DS1 Dedicated Transport

3.5.1.1 Limitations on Unbundling Obligation. Effective as of March 11, 2005, and subject to the transition requirements set forth in section 3.5.1.2 below:

3.5.1.1.1 Verizon is not required to provide, and SPRINT may not obtain, unbundled access to DS1 Dedicated Transport on any Route on which Verizon is not required to provide unbundled DS1 Dedicated Transport under 47 C.F.R. § 51.319(e)(2)(ii)(A) and 51.319(e)(3).

3.5.1.1.2 Pursuant to 47 C.F.R. § 51.319(e)(2)(ii)(B), and without limiting Section 3.5.1.1.1 above, SPRINT may not obtain more than ten (10) unbundled DS1 Dedicated Transport circuits on any Route where DS1 Dedicated Transport is available on an unbundled basis. For the avoidance of any doubt, any unbundled DS1 Dedicated Transport that an Affiliate of SPRINT obtains from Verizon (e.g., under a separate interconnection agreement or a Verizon UNE tariff) on the same Route shall be counted as having been obtained by SPRINT for purposes of calculating the foregoing cap.

3.5.1.2 Transition Requirements. For the 12-month transition period beginning on March 11, 2005, any unbundled DS1 Dedicated Transport that SPRINT leased from Verizon as of March 11, 2005, but which Verizon is not obligated to unbundle pursuant to section 3.5.1.1 above, shall be available to SPRINT for lease from Verizon at transitional rates provided for in the Pricing Attachment to this Amendment.

3.5.2 DS3 Dedicated Transport

3.5.2.1 Limitations on Unbundling Obligation. Effective as of March 11, 2005, and subject to the transition requirements set forth in section 3.5.2.2 below:

3.5.2.1.1 Verizon is not required to provide, and SPRINT may not obtain, unbundled access to DS3 Dedicated Transport on any Route on which Verizon is not required to

provide unbundled DS3 Dedicated Transport under 47 C.F.R. § 51.319(e)(2)(iii)(A) and 51.319(e)(3).

3.5.2.1.2 Pursuant to 47 C.F.R. § 51.319(e)(2)(iii)(B), and without limiting section 3.5.2.1.1 above, SPRINT may not obtain more than twelve (12) unbundled DS3 Dedicated Transport circuits on any Route where DS3 Dedicated Transport is available on an unbundled basis. For the avoidance of any doubt, any unbundled DS3 Dedicated Transport that an Affiliate of SPRINT obtains from Verizon (e.g., under a separate interconnection agreement or a Verizon UNE tariff) on the same Route shall be counted as having been obtained by SPRINT for purposes of calculating the foregoing cap.

3.5.2.2 Transition Requirements. For the 12-month transition period beginning on March 11, 2005, any unbundled DS3 Dedicated Transport that SPRINT leased from Verizon as of March 11, 2005, but which Verizon is not obligated to unbundle pursuant to section 3.5.2.1 above, shall be available to SPRINT for lease from Verizon at transitional rates provided for in the Pricing Attachment to this Amendment.

3.5.3 Dark Fiber Transport

3.5.3.1 Limitation on Unbundling Obligation. Effective as of March 11, 2005, and subject to the transition requirements set forth in section 3.5.3.2 below, Verizon is not required to provide, and SPRINT may not obtain, unbundled access to Dark Fiber Transport on any Route on which Verizon is not required to provide unbundled Dark Fiber Transport under 47 C.F.R. § 51.319(e)(2)(iv)(A) and 51.319(e)(3).

3.5.3.2 Transition Requirements. For the 18-month transition period beginning on March 11, 2005, any unbundled Dark Fiber Transport that SPRINT leased from Verizon as of March 11, 2005, but which Verizon is not obligated to unbundle pursuant to section 3.5.3.1 above, shall be available to SPRINT for lease from Verizon at transitional rates provided for in the Pricing Attachment to this Amendment.

3.5.4 Notwithstanding any other provision of the Amended Agreement, Verizon is not required to provide, and SPRINT may not obtain, unbundled access to Entrance Facilities, and Entrance Facilities are not subject to the transition provisions (including, but not limited to, transition rates) set forth in this Section 3.

3.6 Certification and Dispute Process for High Capacity Loops and Transport

3.6.1 CLEC Certification.

3.6.1.1 Before requesting unbundled access to a DS1 Loop, a DS3 Loop, DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport, including, but not limited to, any of the foregoing elements that constitute part of a Combination or that SPRINT seeks to convert from another wholesale service to an unbundled network element (collectively, "Paragraph 234 Certification Elements"), SPRINT must undertake a reasonably diligent inquiry

and, based on that inquiry, certify that, to the best of its knowledge, SPRINT's request is consistent with the requirements of the TRRO and that SPRINT is entitled to unbundled access to the subject element pursuant to section 251(c)(3) of the Act and 47 C.F.R. Part 51. SPRINT's reasonably diligent inquiry must include, at a minimum, consideration of any list of non-impaired Wire Centers that Verizon makes or has made available to SPRINT by notice (which may include a standard industry notice transmitted by electronic mail) and any back-up data that Verizon makes or has made available to SPRINT under a non-disclosure agreement or that is otherwise available to SPRINT.

3.6.1.2 If Verizon revises or has revised its Wire Center list to add any new Wire Centers not listed as of March 11, 2005 or to upgrade ("upgrade" meaning movement to a higher level of non-impairment (e.g., from Tier 2 to Tier 1)) the non-impairment status of any Wire Centers listed as of March 11, 2005, then Verizon, to the extent it has not already done so, shall notify SPRINT in writing of such changes ("Wire Center Update Notice") and the following provisions shall apply:

3.6.1.2.1 SPRINT's embedded base of TRRO Certification Elements that are or become Discontinued Facilities by operation of any such change to the Wire Center List shall be treated as Discontinued Facilities under Section 3.9.2 below effective as of ninety (90) days of the date on which Verizon issues (or issued) the Wire Center Update Notice (the "Wire Center Update Effective Date"). For the avoidance of any doubt, for purposes of applying Section 3.9.2 in the foregoing circumstances, the Wire Center Update Effective Date shall apply in lieu of, but in no event earlier than, the March 11, 2006 and September 11, 2006 dates set forth in Section 3.9.2; provided, however, that if the Wire Center Effective Date is a date earlier than the March 11, 2006 and September 11, 2006 dates set forth in Section 3.9.2, then the applicable TRRO transition rates described in Sections 3.4 and 3.5 above shall apply during the period from the Wire Center Effective Date to March 11, 2006 (or, in the case of Dark Fiber Transport, September 11, 2006).

3.6.1.2.2 For the avoidance of any doubt, the provisions set forth in Sections 3.6.1 and 3.6.2 (including, but not limited to, SPRINT's certification obligation) shall apply as to any new requests for TRRO Certification Elements affected by the changes to the Wire Center list.

3.6.1.3 The back-up data that Verizon shall provide to SPRINT under a non-disclosure agreement pursuant to Section 3.6.1.2 above shall include data regarding the number of Business Lines and fiber-based collocators at non-impaired Wire Centers; provided, however, that Verizon may mask the identity of fiber-based collocators in order to prevent disclosure to SPRINT of other carriers' confidential or proprietary network information. Verizon will provide SPRINT with a translation code in order for SPRINT

to identify its fiber-based collocation locations. Verizon shall provide the back-up data required by this section no later than ten (10) business days following SPRINT's written request, but only if a non-nondisclosure agreement covering the back-up data is in effect between Verizon and SPRINT at that time. Upon SPRINT's request, Verizon shall update the back-up data to the month in which SPRINT requests the back-up data; provided, however, that Verizon need not provide the back-up data for a particular Wire Center for a date later than the original date on which the data must have been current to establish the level of non-impairment (e.g., Tier 2, etc.) that Verizon asserts as to that Wire Center.

3.6.1.4 Verizon may, but shall not be required to, modify its electronic ordering system to include a method by which SPRINT may provide the certification required by this section, in which case SPRINT shall use such method. Until such time as Verizon modifies its electronic ordering system to include a method by which SPRINT shall provide the certification required by this section, SPRINT shall provide the certification in a written letter to Verizon, and SPRINT shall provide such a certification letter for each order SPRINT submits for a Paragraph 234 Certification Element.

3.6.2 Provision-then-Dispute Requirements.

3.6.2.1 Upon receiving a request from SPRINT for unbundled access to an available Paragraph 234 Certification Element and the certification required by Section 3.6.1 above, Verizon shall process the request in accordance with any applicable standard intervals. If Verizon wishes to challenge SPRINT's right to obtain unbundled access to the subject element pursuant to 47 U.S.C. § 251(c)(3), Verizon must provision the subject element as a UNE and then seek resolution of the dispute by the Department or the FCC, or through any dispute resolution process set forth in the Agreement that Verizon elects to invoke in the alternative.

3.6.2.2 If Verizon wishes to reprice retroactively a facility or service back to the date of provisioning pursuant to section 3.6.2.3 below, then Verizon, within thirty (30) days of the date on which it receives SPRINT's paragraph 234 certification under this section 3.6.2, must notify SPRINT that Verizon disputes the subject order; provided, however, that if Verizon fails to notify SPRINT within such thirty (30) day period, in no event shall Verizon's right to reprice retroactively be limited to a date later than the date on which Verizon notifies SPRINT that Verizon disputes the subject order.

3.6.2.3 If a dispute pursuant to section 3.6.2.2 above is resolved in Verizon's favor, then SPRINT shall compensate Verizon for the additional charges that would apply if SPRINT had ordered the subject facility or service on a month-to-month term under Verizon's interstate special access tariff (except as provided in section 3.6.2.3.1 below as to dark fiber) and any other applicable charges, applicable back to the date of provisioning (including, but not limited to, late payment charges for the unpaid difference between UNE and access tariff rates). The month-to-month rates shall apply until such time as SPRINT requests disconnection of

the subject facility or an alternative term that Verizon offers under its interstate special access tariff for the subject facility or service.

3.6.2.3.1 In the case of Dark Fiber Transport (there being no analogous service under Verizon's access tariffs), the monthly recurring charges that Verizon may charge, and that SPRINT shall be obligated to pay, for each circuit shall be (a) \$1100.00 per month per mile for the first twenty miles (or any fraction thereof) and (b) \$520 per month per mile (or any fraction thereof) thereafter and, unless otherwise agreed in writing by the Parties, Verizon may disconnect the subject dark fiber facility within thirty (30) days of the date on which the dispute is resolved in Verizon's favor. In any case where SPRINT, within thirty (30) days of the date on which the dispute is resolved in Verizon's favor, submits a valid ASR for a "lit" service to replace the subject Dark Fiber Transport facility, Verizon shall continue to provide the Dark Fiber Transport facility at the rates specified above, but only for the duration of the standard interval for installation of the "lit" service.

3.6.2.4 Notwithstanding any other provision of the Amended Agreement, Verizon may reject a SPRINT order for a Paragraph 234 Certification Element without first seeking dispute resolution in any case where the SPRINT's order conflicts with a non-impaired Wire Center designation that the Department or the FCC has ordered or approved (including, but not limited to, by ordering, approving, or allowing to become effective a Verizon tariff provision setting forth such designation) or that has otherwise been confirmed through previous dispute resolution, or as otherwise permitted by the Department or the FCC.

3.7 Mass Market Switching and Related Elements.

3.7.1 Elimination of Unbundling Obligation. Effective as of March 11, 2005, and subject to the transition requirements set forth in Section 3.7.2 below, Verizon is not required to provide, and SPRINT may not obtain, unbundled access to Mass Market Switching or any Shared Transport, Signaling, or Call-Related Databases provisioned in connection with SPRINT's use of Mass Market Switching.

3.7.2 Transition Requirements. For the 12-month transition period beginning on March 11, 2005, Verizon shall provide unbundled access to Mass Market Switching for SPRINT to serve its embedded end user customer base. Mass Market Switching in combination with unbundled DS0 capacity loops and Shared Transport obtained pursuant to this section shall be priced at the transitional rates provided for in the Pricing Attachment to this Amendment. SPRINT may not obtain new Mass Market Switching as an unbundled network element (whether as a stand-alone UNE or a Combination) on or after March 11, 2005. SPRINT shall migrate its embedded end user customer base off of the Mass Market Switching element to an alternative arrangement no later than March 10, 2006.

3.7.2.1 For purposes of Section 3.7.2 above, serving the SPRINT's embedded end user customer base means serving SPRINT's end user customers using a Mass Market Switching arrangement

that was in service for that end user customer as of March 11, 2005, and does not include adding new Mass Market Switching arrangements, adding new lines to existing arrangements, adding or changing features on an existing arrangement, or serving the embedded end user customer at a location different from the location at which that customer was served using the subject Mass Market Switching arrangement as of March 11, 2005.

- 3.8 Payment of Transition Charges. To the extent SPRINT, by operation of the existing terms of the Agreement and the TRRO, was not already required to pay the transitional rate increases described in Section 3 of this Amendment, and without limiting any such existing terms, the following provisions shall apply:
- 3.8.1 Prospective Transition Charges. SPRINT shall, in accordance with the billing provisions of the Agreement, pay any transition charges described in section 3 of this Amendment that Verizon bills (or has billed) in invoices dated on or after July 14, 2005. If SPRINT fails to pay such invoices within the period of time required to avoid late payment charges or penalties under the billing provisions of the Agreement, any such late payment charges and penalties shall apply.
- 3.8.2 Retrospective Transition Charges.
- 3.8.2.1 Previously-Invoiced Charges. SPRINT, within thirty (30) days of July 14, 2005, shall pay any transitional charges described in section 3 of this Amendment that Verizon already billed to SPRINT in invoices dated prior to July 14, 2005 and that SPRINT has not already paid. Verizon may not charge late payment charges or penalties under billing provisions of the Agreement if SPRINT pays (or has paid) by August 13, 2005 any such invoices dated prior to July 14, 2005.
- 3.8.2.2 Charges Not Previously Invoiced. Without limiting SPRINT's obligation to pay Verizon's invoices described in the foregoing provisions of this section 3.8, Verizon may, but shall not be required to, use a true up to recover from SPRINT any transitional rate increases described in section 3 of this Amendment that SPRINT has incurred but for which Verizon has not already billed to SPRINT. Verizon may not charge late payments or penalties if SPRINT pays Verizon's true up bill within the period of time required to avoid late payments or penalties under the billing provisions of the Agreement.
- 3.9 Discontinuance of TRRO Embedded Base at the Close of Transition Period.
- 3.9.1 Processing of Conversion/Migration Orders. SPRINT may, at any time during the TRRO transition periods set forth in this Section 3, order replacement services that may be available from Verizon under a separate arrangement (e.g., a separate agreement at market-based rates, arrangement under a Verizon access tariff, or resale) to replace SPRINT's embedded base, if any, of Discontinued Facilities that are subject to those transition periods. SPRINT may request that the effectiveness of any such orders be deferred to a later date, but no later than a date that allows Verizon adequate time, taking account of any standard intervals that apply and any preparatory activities that SPRINT must have completed in advance in order to implement the conversion or migration, to convert or migrate the Discontinued Facility to the

replacement service by March 10, 2006 (or, in the case of dark fiber, by September 10, 2006).

3.9.1.1 Repricing Pending Actual Conversion or Migration. The ability of SPRINT (and other CLECs whose interconnection agreements contain similar provisions) to place advance orders under Section 3.9.1 may result in requests for Verizon to process a significant number of conversions and/or migrations within a short time period. Accordingly, if Verizon does not complete the conversion or migration requested by SPRINT as of the date requested by SPRINT (such requested date being no later than the date required under Section 3.9.1), then Verizon, in its sole discretion, may reprice the subject Discontinued Facility effective as of that date by application of the rate(s) that apply to the available replacement service requested by SPRINT until such time as Verizon completes the actual conversion or migration to that available replacement service. Because such repricing may inherently involve, on a temporary basis, the application of rates to a facility or service provisioned through a format for which Verizon's systems are not designed to apply such rates, Verizon, in its sole discretion, may effectuate such repricing by application of a surcharge to be equivalent to the available replacement service.

3.9.2 Failure of SPRINT to Request Disconnection or Replacement Service by the Required Date. If SPRINT has not requested disconnection of the subject Discontinued Facility and has not submitted an order for a replacement service in accordance with Section 3.9.1 above by the date required in that section, then Verizon may, in its sole discretion, either: (a) disconnect the subject Discontinued Facility on or at any time after March 11, 2006 (or, in the case of dark fiber, on or at any time after September 11, 2006), provided that Verizon has notified SPRINT in writing at least thirty (30) days in advance of the disconnection date, or (b) without further notice to SPRINT, convert or migrate the subject Discontinued Facility to an analogous access (month-to-month term), resale, or commercial arrangement that Verizon shall identify in writing to SPRINT, and the rates, terms, and conditions of such arrangement shall apply and be binding upon SPRINT as of March 11, 2006 (or, in the case of dark fiber, September 11, 2006).

3.9.2.1 Repricing Pending Actual Conversion or Migration. If Verizon is unable to complete the conversion or migration described in Section 3.9.2 by the applicable date set forth therein, then Verizon may, but shall not be required to, reprice the subject Discontinued Facility, effective as of March 11, 2006 (or in the case of dark fiber, September 11, 2006), by application of the rate(s) that apply to the analogous access, resale, or commercial arrangement until such time as Verizon completes the actual conversion or migration described in Section 3.9.2. Because such repricing may inherently involve, on a temporary basis, the application of rates to a facility or service provisioned through a format for which Verizon's systems are not designed to apply such rates, Verizon, in its sole discretion, may effectuate such repricing by application of a surcharge to be equivalent to the applicable access, resale, or other analogous arrangement that Verizon identifies under section 3.9.2 above.

- 3.10 Line Sharing. Notwithstanding any other provision of the Amended Agreement (but subject to the conditions set forth in Section 2 above), Verizon shall provide access to Line Sharing on a transitional basis to the extent, but only for so long as, required by 47 C.F.R. § 51.319(a)(1)(i). For the avoidance of any doubt, the FCC's transition rules set forth in 47 C.F.R. § 51.319(a)(1)(i) became effective independently of this Amendment prior to the Amendment Effective Date, and this Section 3.10 is only intended to memorialize such rules for the convenience of the Parties and to comply with the Arbitration Order.
- 3.11 Commingling and Combinations.
- 3.11.1 Commingling. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting the conditions set forth in Section 2 above and in Section 3.11.2 below):
- 3.11.1.1 Verizon will not prohibit the commingling of an unbundled Network Element or a combination of unbundled Network Elements obtained under the Agreement or Amended Agreement pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or under a Verizon UNE tariff ("Qualifying UNEs"), with wholesale services obtained from Verizon under a Verizon access tariff or separate non-251 agreement ("Qualifying Wholesale Services"), but only to the extent and so long as commingling and provision of such Network Element (or combination of Network Elements) is required under 47 C.F.R. Part 51. As required by the Arbitration Order, "Qualifying Wholesale Services" as used herein include, but are not limited to, any elements that SPRINT obtains from Verizon pursuant to Section 271 of the Act; provided, however, that Verizon may price Section 271 elements at market-based rates that are not subject to the requirements of Section 252 of the Act, and in no event shall Verizon be required to provide a non-Section 251 element at TELRIC rates. Moreover, to the extent and so long as required by 47 C.F.R. § 51.318 (subject to Section 3.11.1.2 below), Verizon shall, upon request of SPRINT, perform the functions necessary to commingle or combine Qualifying UNEs with Qualifying Wholesale Services. The rates, terms and conditions of the applicable access tariff or separate non-251 agreement will apply to the Qualifying Wholesale Services, and the rates, terms and conditions of the Amended Agreement or the Verizon UNE tariff, as applicable, will apply to the Qualifying UNEs; provided, however, that a nonrecurring charge will apply for each UNE circuit that is part of a commingled arrangement, to the extent provided for in the Pricing Attachment to this Amendment. Any such charge is intended to offset Verizon's costs of implementing and managing commingled arrangements. "Ratcheting," as that term is defined by the FCC, shall not be required. Qualifying UNEs that are commingled with Qualifying Wholesale Services are not included in the shared use provisions of the applicable tariff. Verizon may exclude its performance in connection with the provisioning of commingled facilities and services from standard provisioning intervals and from performance measures and remedies, if any, contained in the Amended Agreement or elsewhere, until such time as a legally effective order of the Department expressly requires new standard provisioning intervals and/or performance measures and remedies for Verizon's provisioning of commingled facilities,

at which time such new intervals, performance measures, and/or remedies shall apply to the extent and for so long as they remain effective.

3.11.1.2 Limitations on Section 3.11.1.

3.11.1.2.1 Notwithstanding Sections 3.11.1 above and Section 3.11.2 below, Verizon shall not be required to commingle, or to permit the commingling of, any Discontinued Facility that is part of SPRINT's embedded base of Discontinued Facilities to which the TRRO transition provisions set forth in this Section 3 apply.

3.11.1.2.2 Section 3.11.1 is intended only to address the Parties' rights and obligations as to the combining and/or commingling of UNEs that Verizon is already required to provide to SPRINT under the Amended Agreement, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51. Nothing contained in Section 3.11.1 shall be deemed: (a) to establish any obligation of Verizon to provide SPRINT with access to any facility that Verizon is not otherwise required to provide to SPRINT on an unbundled basis under the Amended Agreement, or (b) to limit any right of Verizon under the Amended Agreement to cease providing a facility that is or becomes a Discontinued Facility.

3.11.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Notwithstanding any other provision of the Agreement, this Amendment (but subject to the conditions set forth in Sections 2 and 3.11.1 above), or any Verizon tariff or SGAT:

3.11.2.1 Verizon shall not be obligated to provide:

3.11.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;

3.11.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;

3.11.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;

3.11.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or

3.11.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

(individually and collectively "High Capacity EELs") except to the extent Verizon is required by 47 C.F.R § 51.318 to do so, and not unless and until SPRINT certifies in writing (i.e., ASR or LSR, as

applicable) to Verizon for each DS1 circuit or DS1 equivalent circuit that it is in compliance with each of the service eligibility criteria set forth in 47 C.F.R. § 51.318. SPRINT must remain in compliance with said service eligibility criteria for so long as SPRINT continues to receive the aforementioned combined or commingled facilities and/or services from Verizon. The service eligibility criteria shall be applied to each DS1 circuit or DS1 equivalent circuit. If the circuit is, becomes, or is subsequently determined to be, noncompliant, the noncompliant circuit will be treated as described in Section 3.11.2.2 below. The foregoing shall apply whether the circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. For existing circuits, the CLEC must re-certify in writing for each DS1 circuit or DS1 equivalent within 30 days of the Amendment Effective Date. Circuits not re-certified shall be treated as described in Section 3.11.2.2 below.

- 3.11.2.2 Without limiting any other right Verizon may have to cease providing circuits that are or become Discontinued Facilities, if a circuit is or becomes noncompliant as described in Section 3.11.2.1 above, and SPRINT has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the noncompliant facility and has not separately secured from Verizon an alternative arrangement to replace the noncompliant circuit, then Verizon, to the extent it has not already done so prior to execution of this Amendment, shall reprice the subject circuit, effective beginning on the date on which the circuit became non-compliant, by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an analogous access service or other analogous arrangement that Verizon shall identify in a written notice to SPRINT. Any negotiations regarding any replacement arrangement or other facility or service that Verizon is not required to provide to SPRINT under both 47 C.F.R. 251(c)(3) and 47 C.F.R. Part 51 shall be deemed not to have been conducted pursuant to the Amended Agreement, 47 U.S.C. § 252(a)(1), or 47 C.F.R. Part 51, and shall not be subject to arbitration pursuant to 47 U.S.C. § 252(b).
- 3.11.2.3 When submitting an ASR for a circuit for which certification under Section 3.11.2 above is required, SPRINT shall include the certification in the remarks section of the ASR as follows: "Certification: The circuit(s) requested in this ASR meet the eligibility criteria set forth in 47 C.F.R. § 51.318(b)(2)." The foregoing certification must be contained in the Remarks section of the ASR unless and until such time as provisions are made to populate other fields on the ASR to capture this certification. In accordance with the Arbitration Order, SPRINT has a duty of good faith and fair dealing, requiring that when SPRINT submits its certification, it knows, in fact, that each requirement of 47 C.F.R. § 51.318 is met. Verizon may reject any ASR for a circuit for which certification is required under this section if the ASR does not contain the required certification.

- 3.11.2.4 The charges for conversions, if any, are as provided for in the Pricing Attachment to this Amendment and apply for each circuit converted.
- 3.11.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access. If such change in circuit ID requires that the affected circuit(s) be retagged, then any retag fee provided for in the Pricing Attachment to this Amendment will apply.
- 3.11.2.6 All requests for conversions will be handled in accordance with Verizon's conversion guidelines, and in a manner that is not inconsistent with the Arbitration Order. Each request will be handled as a project and will be excluded from all ordering and provisioning metrics, until such time as a legally effective order of the Department expressly requires new standard provisioning intervals and/or performance measures and remedies for Verizon's provisioning of conversions, at which time such new intervals, performance measures, and/or remedies shall apply to the extent and for so long as they remain effective.
- 3.11.2.7 Once per calendar year, Verizon may obtain and pay for an independent auditor to audit SPRINT's compliance in all material respects with the service eligibility criteria applicable to High Capacity EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. To the extent the independent auditor's report concludes that SPRINT failed to comply with the service eligibility criteria for any DS1 or DS1 equivalent circuit, then (without limiting Verizon's rights under Section 3.11.2.2 above) SPRINT must convert all noncompliant circuits to the appropriate service, true up any difference in payments, make the correct payments on a going-forward basis, and reimburse Verizon for the entire cost of the audit within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm SPRINT's compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit, then SPRINT shall provide to the independent auditor for its verification a statement of SPRINT's out-of-pocket costs of complying with any requests of the independent auditor, and Verizon shall, within sixty (60) days of the date on which SPRINT submits such costs to the auditor, reimburse SPRINT for its out-of-pocket costs verified by the auditor. SPRINT shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated.

3.12 Routine Network Modifications.

- 3.12.1 General Conditions. In accordance with, but only to the extent required by, 47 C.F.R. § 51.319(a)(8) and (e)(5), and subject to the conditions set forth in Section 2 above:

3.12.1.1 Verizon shall make such routine network modifications, at the rates and charges set forth in the Pricing Attachment to this Amendment, as are necessary to permit access by SPRINT to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the Amended Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport), where the facility has already been constructed. Routine network modifications applicable to Loops or Transport may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable SPRINT to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. Routine network modifications do not include the construction of a new Loop or new Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, or the placement of new cable. Verizon shall not be required to perform any routine network modifications to any facility that is or becomes a Discontinued Facility.

3.12.2 Performance Plans. Verizon may exclude its performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are performed from standard provisioning intervals and performance measures and remedies, if any, contained in the Amended Agreement or elsewhere; provided, however, that at such time as a legally effective order of the Department expressly requires new standard provisioning intervals and/or performance measures and remedies for Verizon's provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are performed, such new intervals, performance measures, and/or remedies shall apply to the extent and for so long as they remain effective.

3.12.3 Nothing contained in this Section 3.12 shall be deemed to require Verizon to provide on an unbundled basis any facility that the Amended Agreement does not otherwise require Verizon to provide on an unbundled basis.

4. Miscellaneous Provisions.

4.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement 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 the Agreement this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 4.1.

- 4.2 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.
- 4.3 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.
- 4.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly herein. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement". Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
- 4.5 Reservation of Rights. Notwithstanding any contrary provision in the Agreement, this Amendment, or any Verizon tariff, nothing contained in the Agreement, this Amendment, or any Verizon tariff shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Department, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's rights or obligations under the Agreement, this Amendment, any Verizon tariff, or Applicable Law.
- 4.6 Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.
- 4.7 Definitions. Notwithstanding any other provision in the Agreement or any Verizon tariff, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:
- 4.7.1 Affiliate. Shall have the meaning as defined by 47 U.S.C. § 153(1) and any relevant interpretation in Title 47 of the Code of Federal Regulations.
- 4.7.2 Business Line. Shall have the meaning set forth in 47 C.F.R. § 51.5.
- 4.7.3 Call-Related Databases. Databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. Call-related databases include, but are not limited to, the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and downstream number portability databases.
- 4.7.4 Conversion. All procedures, processes and functions that Verizon and SPRINT must follow to Convert any Verizon facility or service other than an unbundled network element (e.g., special access services) or group of Verizon facilities or services to the equivalent UNEs or UNE Combinations that Verizon is required to provide under the Amended Agreement, or the reverse. "Convert" means the act of Conversion.
- 4.7.5 Dark Fiber Loop. Consists of fiber optic strand(s) in a Verizon fiber optic cable between Verizon's accessible terminal, such as the fiber distribution frame, or its functional equivalent, located within a Verizon wire center, and Verizon's accessible terminal located in Verizon's main termination point at an

end user customer premises, such as a fiber patch panel, and that Verizon has not activated through connection to electronics that "light" it and render it capable of carrying telecommunications services.

- 4.7.6 Dark Fiber Transport. An optical transmission facility within a LATA, that otherwise meets the definition of Dedicated Transport but which Verizon has not activated by attaching multiplexing, aggregation or other electronics
- 4.7.7 Dedicated Transport. Dedicated Transport includes Verizon transmission facilities, within a LATA, between Verizon Wire Centers or switches (including Verizon switches with line-side functionality that terminate loops and are "reverse collocated" in non-Verizon collocation hotels), or between Verizon Wire Centers or switches and switches owned by requesting telecommunications carriers, including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.
- 4.7.8 Discontinued Facility. Any facility that Verizon, at any time, has provided or offered to provide to SPRINT on an unbundled basis pursuant to the Agreement or a Verizon tariff, but which has ceased to be subject to an unbundling requirement under 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51. By way of example and not by way of limitation, Discontinued Facilities as of the Amendment Effective Date include the following, whether as stand-alone facilities or combined or commingled with other facilities: (a) any Entrance Facility; (b) Enterprise Switching; (c) Mass Market Switching (subject to the transition provisions set forth herein for SPRINT 's embedded end user customer base, if any, as of March 11, 2005); (d) Four-Line Carve Out Switching; (e) OCn Loops and OCn Dedicated Transport; (f) DS1 Loops or DS3 Loops out of any Wire Center that meets the FCC's non-impairment criteria addressed in section 3 of this Amendment (subject to the transition requirements set forth therein); (g) Dark Fiber Loops (subject to the transition provisions set forth herein for SPRINT 's embedded base of Dark Fiber Loops, if any, as of March 11, 2005); (h) any DS1 Loop or DS3 Loop that exceeds the maximum number of such Loops that Verizon is required to provide to SPRINT on an unbundled basis under section 3 of this Amendment (subject to the transition requirements set forth therein); (i) DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport on any Route on which Verizon is not required to provide SPRINT with unbundled access to such Transport under section 3 of this Amendment (subject to the transition requirements set forth therein); (j) any DS1 Dedicated Transport circuit or DS3 Dedicated Transport circuit that exceeds the number of such circuits that Verizon is required to provide to SPRINT on an unbundled basis under section 3 of this Amendment (subject to the transition requirements set forth therein); (k) the Feeder portion of a Loop; (l) Line Sharing; (m) any Call-Related Database, other than the 911 and E911 databases (subject to the transition requirements set forth herein as to any Call-Related Databases used in connection with Mass Market Switching for SPRINT 's embedded end user customer base for such switching, if any, as of March 11, 2005); (n) Signaling (subject to the transition requirements set forth herein as to any Signaling used in connection with Mass Market Switching for SPRINT 's embedded end user customer base for such switching, if any, as of March 11, 2005); (o) Shared Transport (subject to the transition requirements set forth herein as to any Shared Transport used in connection with Mass Market Switching for SPRINT 's embedded end user customer base for such switching, if any, as of March 11, 2005); (p) FTTH Loops (lit or unlit); (q)

FTTC Loops (lit or unlit) (r) Hybrid Loops (subject to exceptions for TDM and narrowband services (i.e., equivalent to DS0 capacity)).

- 4.7.9 DS1 Dedicated Transport. Dedicated Transport having a total digital signal speed of 1.544 Mbps.
- 4.7.10 DS3 Dedicated Transport. Dedicated Transport having a total digital signal speed of 44.736 Mbps.
- 4.7.11 DS1 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, suitable for the transport of 1.544 Mbps digital signals. This loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS1 Loop requires the electronics necessary to provide the DS1 transmission rate. DS1 Loops are sometimes also known as DS1 "Links."
- 4.7.12 DS3 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). This Loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS3 Loop requires the electronics necessary to provide the DS3 transmission rate. DS3 Loops are sometimes also known as DS3 "Links."
- 4.7.13 Enterprise Switching. Local Switching or Tandem Switching that, if provided to SPRINT would be used for the purpose of serving SPRINT's customers using DS1 or above capacity Loops.
- 4.7.14 Entrance Facility. Dedicated Transport (lit or unlit) that does not connect a pair of Verizon Wire Centers.
- 4.7.15 Feeder. The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving wire center and a remote terminal or feeder/distribution interface.
- 4.7.16 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with Verizon, that maintains a collocation arrangement in a Verizon Wire Center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the Wire Center; (2) leaves the Verizon Wire Center premises; and (3) is owned by a party other than Verizon or any affiliate of the incumbent LEC, except as set forth in 47 C.F.R. § 51.5.
- 4.7.17 Four-Line Carve Out Switching. Local Switching that Verizon is not required to provide pursuant to 47 C.F.R. § 51.319(d)(3)(ii).
- 4.7.18 FTTH Loop. A Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in an end user's serving wire center to the demarcation point at the end user's customer premises; provided, however, that in the case of predominantly residential multiple dwelling units (MDUs), an FTTH Loop is a Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in the wire center that serves the multiunit premises

to or beyond the multiunit premises' minimum point of entry (MPOE), as defined in 47 C.F.R. § 68.105.

- 4.7.19 FTTC Loop. A Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in an end user's serving wire center to a serving area interface at which the fiber optic cable connects to copper or coaxial distribution facilities that extend to the end user's customer premises demarcation point, provided that all copper or coaxial distribution facilities extending from such serving area interface are not more than 500 feet from the demarcation point at the respective end users' customer premises; provided, however, that in the case of predominantly residential multiple dwelling units (MDUs), an FTTC Loop is a Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in the wire center that serves the multiunit premises to a serving area interface at which the fiber optic cable connects to copper or coaxial distribution facilities that extend to or beyond the multiunit premises' MPOE, provided that all copper or coaxial distribution facilities extending from such serving area interface are not more than 500 feet from the MPOE at the multiunit premises.
- 4.7.20 Hybrid Loop. A local Loop composed of both fiber optic cable and copper wire or cable. FTTH Loops and FTTC Loops are not Hybrid Loops.
- 4.7.21 Interexchange Service. Shall have the meaning as defined by the FCC.
- 4.7.22 Line Sharing. The process by which SPRINT provides xDSL service over the same copper Loop that Verizon uses to provide voice service by utilizing the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions (the High Frequency Portion of the Loop, or "HFPL"). The HFPL includes the features, functions, and capabilities of the copper Loop that are used to establish a complete transmission path between Verizon's main distribution frame (or its equivalent) in its serving Wire Center and the demarcation point at the end user's customer premises, and includes the high frequency portion of any inside wire (including any House and Riser Cable) owned or controlled by Verizon.
- 4.7.23 Local Switching. The line-side and trunk-side facilities associated with the line-side port, on a circuit switch in Verizon's network (as identified in the LERG), plus the features, functions, and capabilities of that switch, unbundled from loops and transmission facilities, including: (a) the line-side Port (including the capability to connect a Loop termination and a switch line card, telephone number assignment, dial tone, one primary directory listing, pre-subscription, and access to 911); (b) line and line group features (including all vertical features and line blocking options the switch and its associated deployed switch software are capable of providing that are provided to Verizon's local exchange service Customers served by that switch); (c) usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks); and (d) trunk features (including the connection between the trunk termination and a trunk card).
- 4.7.24 Mass Market Switching. Local Switching or Tandem Switching that, if provided to SPRINT, would be used for the purpose of serving a SPRINT end user customer with DS0 Loops. Mass Market Switching does not include Four Line Carve Out Switching.

- 4.7.25 Mobile Wireless Service. Shall have the meaning set forth in 47 C.F.R. § 51.5.
- 4.7.26 Route. Shall have the meaning set forth in 47 C.F.R. § 51.319(e).
- 4.7.27 Signaling. Signaling includes, but is not limited to, signaling links and signaling transfer points.
- 4.7.28 Sub-Loop for Multiunit Premises Access. Any portion of a Loop that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises. It is not technically feasible to access a portion of a Loop at a terminal in Verizon's outside plant at or near a multiunit premises if a technician must access the facility by removing a splice case to reach the wiring within the cable.
- 4.7.29 Tandem Switching. The trunk-connect facilities on a Verizon circuit switch that functions as a tandem switch, plus the functions that are centralized in that switch, including the basic switching function of connecting trunks to trunks, unbundled from and not contiguous with loops and transmission facilities. Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon tandem switch for the purpose of routing a call. A tandem switch does not provide basic functions such as dial tone service.
- 4.7.30 Wire Center. Shall have the meaning set forth in 47 C.F.R. § 51.5.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

Sprint Communications Company L.P.

**Verizon New England Inc., d/b/a Verizon
Massachusetts**

By: _____

By: _____

Printed: Virgil Stites

Printed: Jeffrey A. Masoner

Title: VP, Access Planning/OPS

Title: Vice President – Interconnection Services

Pricing Attachment to the TRO Amendment

1. General
 - 1.1 As used in this Attachment:
 - 1.1.1 "Services" means and includes any Network Element or other service, facility, equipment or arrangement, provided pursuant to this Amendment; and,
 - 1.1.2 "Charges" means the rates, fees, charges and prices for a Service.
 - 1.2 Charges for Services provided under the Amended Agreement shall be those set forth in Exhibit A of this Pricing Attachment and in the Amended Agreement (including any cross references therein to applicable tariffs). For rate elements provided in Exhibit A of this Pricing Attachment that do not include a Charge, if any, whether marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Amendment Effective Date. The Charges for any such "TBD" rate elements shall be the Charges required, approved, or otherwise allowed to go into effect, by the Department or the FCC (including, but not limited to, in a tariff that has been filed with the Department or the FCC), provided such Charges are not subject to a stay issued by any court of competent jurisdiction. Any such Charges shall be deemed to be a part of Appendix A of this Pricing Attachment.
 - 1.3 The Charges stated in Exhibit A of this Pricing Attachment shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Department or the FCC, approved by the Department or the FCC, or otherwise allowed to go into effect by the Department or the FCC (including, but not limited to, in a tariff that has been filed with the Department or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
 - 1.4 In the absence of Charges for a Service established pursuant to Sections 1.2 through 1.3 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

EXHIBIT A¹

MA NETWORK MODIFICATION - RATE ELEMENT	NON-RECURRING CHARGES
ENGINEERING QUERY ²	\$ 106.49 [♦]
ENGINEERING WORK ORDER ³	\$ 419.01 [♦]
EXPEDITE ENGINEERING QUERY ^{2, 4}	\$ 166.97 [♦]
EXPEDITE ENGINEERING WORK ORDER ^{3, 4}	\$ 674.76 [♦]
REMOVAL OF LOAD COILS (>18K FT)	\$ 632.01 [♦]
REMOVAL OF LOAD COILS (>18K FT) ADDL	\$ 632.01 [♦]
EXPEDITE REMOVAL OF LOAD COILS (>18K FT)	\$ 959.15 [♦]
EXPEDITE REMOVAL OF LOAD COILS (>18K FT) ADDL	\$ 959.15 [♦]
REMOVAL OF LOAD COILS (>27K FT)	TBD [°]
REMOVAL OF LOAD COILS (>27K FT) ADDL	TBD [°]
EXPEDITE - REMOVAL OF LOAD COILS (>27K FT)	TBD [°]
EXPEDITE - REMOVAL OF LOAD COILS (>27K FT) ADDL	TBD [°]
REMOVAL OF SINGLE BRIDGED TAP	142.17 [♦]
REMOVAL OF MULTIPLE BRIDGED TAPS	\$ 343.17 [♦]
EXPEDITE - REMOVAL OF SINGLE BRIDGED TAP	\$ 215.03 [♦]
EXPEDITE - REMOVAL OF MULTIPLE BRIDGED TAPS	\$ 519.80 [♦]
LINE AND STATION TRANSFER – IDLC	TBD [°]
EXPEDITE LINE AND STATION TRANSFER - IDLC	TBD [°]
CLEAR DEFECTIVE PAIR (Where feasible)	TBD [°]
REASSIGNMENT OF NON-WORKING CABLE PAIR	TBD [°]
BINDER GROUP REARRANGEMENT	TBD [°]
REPEATER – INSTALLATION	TBD [°]
APPARATUS CASE – INSTALLATION	TBD [°]

¹ This Exhibit 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 Amended 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 Exhibit shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Amended Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Amended Agreement.

² Engineering Query Charges apply in addition to charges for actual network modification and Engineering Work Order charges where applicable.

³ Engineering Work Order Charges apply in addition to charges for actual network modification and Engineering Query charges where applicable.

⁴ Expedite Charges apply in addition to other listed rates.

[♦] Massachusetts rates per Verizon DTE MA No. 17 tariff.

[°] Verizon reserves the right to pursue charges for these items at a later date.

MA NETWORK MODIFICATION - RATE ELEMENT	NON-RECURRING CHARGES
RANGE EXTENDERS - DS-0 Installation	TBD ^o
RANGE EXTENDERS - DS-1 Installation	TBD ^o
CHANNEL UNIT TO UNIVERSAL/COTTED DLC SYSTEM (existing)	TBD ^o
SERVING TERMINAL - INSTALLATION / UPGRADE	TBD ^o
ACTIVATE DEAD COPPER PAIR	TBD ^o
MULTIPLEXER - 1/0 – INSTALLATION	TBD ^o
MULTIPLEXER - 1/0 – RECONFIGURATION	TBD ^o
MULTIPLEXER - 3/1 – INSTALLATION	TBD ^o
MULTIPLEXER - 3/1 – RECONFIGURATION	TBD ^o
MULTIPLEXER - OTHER - INSTALLATION	TBD ^o
MOVE DROP	TBD ^o
CROSS-CONNECTION - EXISTING FIBER FACILITY	TBD ^o
LINE CARD – INSTALLATION	TBD ^o
COPPER REARRANGEMENT	TBD ^o
CENTRAL OFFICE TERMINAL – INSTALLATION	TBD ^o
IDLC ONLY CONDITION	TBD ^o
OTHER REQUIRED MODIFICATIONS	TBD ^o
NO FACILITIES - Confirmation	TBD ^o
OTHER	
Commingled Arrangements – per circuit NRC	TBD ^o
Conversion - Service Order	TBD ^o
Conversion - Installation per circuit	TBD ^o
Circuit Retag - per circuit	TBD ^o
DARK FIBER	
Dark Fiber Routine Network Modifications	TBD ^o

TRRO TRANSITION RATES⁵

MA MASS MARKET UNE-P - RATE ELEMENT	RATE	TRRO Effective Date	NEW MRC (\$1.00 INCREASE)
Remote Call Forwarding Port	\$1.57	3/11/2005	\$2.57
Unbundled-B-ISDN Port	\$7.46	3/11/2005	\$8.46
P-Phone/Centrex Port Electronic Key Tele Port	\$7.46	3/11/2005	\$8.46
PAL Line Identifier	\$2.22	3/11/2005	\$3.22
COIN Port	\$2.48	3/11/2005	\$3.48
Unbundled Line Port	\$2.22	3/11/2005	\$3.22
MA DARK FIBER LOOP - RATE ELEMENT	RATE	TRRO Effective Date	NEW MRC (15% Increase)
Serving Wire Center Charge	\$10.04	3/11/2005	\$11.55
Loop Fixed Charge	\$5.44	3/11/2005	\$6.26
Loop Mileage Charge per 1/10 mile – METRO	\$5.04	3/11/2005	\$5.80
Loop Mileage Charge per 1/10 mile – URBAN	\$4.82	3/11/2005	\$5.54
Loop Mileage Charge per 1/10 mile – SUBURBAN	\$4.73	3/11/2005	\$5.44
Loop Mileage Charge per 1/10 mile – RURAL	\$4.44	3/11/2005	\$5.11
MA DARK FIBER IOF - RATE ELEMENT	RATE	TRRO Effective Date	NEW MRC (15% Increase)
IOF Channel Term Fixed Charge	\$5.44	3/11/2005	\$6.26
Serving Wire Center Charge	\$10.04	3/11/2005	\$11.55
Mileage per 1/10 Mile	\$4.97	3/11/2005	\$5.72
Per Intermediate Cross-connection & jumper cables	\$18.79	3/11/2005	\$21.61
MA DS1/DS3/DARK FIBER TRANSPORT - RATE ELEMENT	RATE	TRRO Effective Date	NEW MRC (15% Increase)
DS1 Fixed	\$37.12	3/11/2005	\$42.69
DS1 per Mile	\$1.20	3/11/2005	\$1.38
DS3 Fixed	\$356.41	3/11/2005	\$409.87

⁵ The rates in this section reflect increases authorized by the FCC's Triennial Review Remand Order (TRRO) for Sprint's embedded base of UNEs that are subject to the TRRO transition provisions described in the attached Amendment. The rate elements set forth in this section are only those for which rate recalculation was required to reflect the TRRO rate increases. Additional rates and charges may apply pursuant to the underlying Agreement (including any tariffs referenced therein). Also, if the Parties enter (or have entered) a separate commercial agreement for UNE replacement services, the rates and charges set forth herein may be superseded by rates and charges set forth in the separate commercial agreement.

DS3 per Mile	\$16.42	3/11/2005	\$18.88
DS3/DS1 Mux	\$483.34	3/11/2005	\$555.84
DS1 Channel Activation	\$17.26	3/11/2005	\$19.85
DS1/DS0 Mux	\$312.29	3/11/2005	\$359.13
MA DS1/DS3 LOOP - RATE ELEMENT	RATE	TRRO Effective Date	NEW MRC (15% Increase)
DS1 Loop – METRO	\$54.44	3/11/2005	\$62.61
DS1 Loop – URBAN	\$73.61	3/11/2005	\$84.65
DS1 Loop – SUBURBAN	\$83.85	3/11/2005	\$96.43
DS1 Loop – RURAL	\$130.71	3/11/2005	\$150.32
DS3 Loop	\$762.68	3/11/2005	\$877.08
DS3 Loop per 1/4 mile	\$8.29	3/11/2005	\$9.53
MA DS1/DS3 EEL LOOP - RATE ELEMENT	RATE	TRRO Effective Date	NEW MRC (15% Increase)
DS1 Loop – METRO	\$54.44	3/11/2005	\$62.61
DS1 Loop – URBAN	\$73.61	3/11/2005	\$84.65
DS1 Loop – SUBURBAN	\$83.85	3/11/2005	\$96.43
DS1 Loop – RURAL	\$130.71	3/11/2005	\$150.32
DS3 Loop	\$762.68	3/11/2005	\$877.08
DS3 Loop per 1/4 mile	\$8.29	3/11/2005	\$9.53
MA DS1/DS3 EELTRANSPORT – RATE ELEMENT	RATE	TRRO Effective Date	NEW MRC (15% Increase)
DS1 Fixed	\$37.12	3/11/2005	\$42.69
DS1 per Mile	\$1.20	3/11/2005	\$1.38
DS3 Fixed	\$356.41	3/11/2005	\$409.87
DS3 per Mile	\$16.42	3/11/2005	\$18.88
DS3/DS1 Mux	\$483.34	3/11/2005	\$555.84
DS1 Channel Activation	\$17.26	3/11/2005	\$19.85
DS1/DS0 Mux	\$312.29	3/11/2005	\$359.13