

AMENDMENT NO. 2

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

OMNIPPOINT COMMUNICATIONS MB OPERATIONS, LLC

This Amendment No. 2 (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 Verizon - Massachusetts ("Verizon"), and Omnipoint Communications MB Operations, LLC and Omnipoint Communications DEF Operations, LLC and their affiliates (collectively "Omnipoint"), is made and entered into the 8th day of November, 2002 (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. Transport Charge. Commencing with the Verizon invoice to be issued in December 2002, in addition to the reciprocal compensation rates set forth in Section 5.2.1 of the Agreement, Omnipoint shall pay to Verizon \$0.002 per minute of use for dedicated trunk facilities provided by Verizon between the Omnipoint network and the Verizon switch for transport of Local Traffic delivered by Omnipoint to Verizon. Such charge of \$0.002 per minute of use shall apply in lieu of monthly recurring charges for such dedicated trunk facilities (but not in lieu of non-recurring and service establishment charges for such dedicated trunk facilities, which non-recurring and service establishment charges shall continue to apply). The foregoing rate shall apply until such time as it is 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 FCC Regulations, or by the FCC, subject to a stay or other order issued by any court of competent jurisdiction.

2. The following new Section 5.7 is hereby added to the Agreement:

“5.7 Effective on the Effective Date of this Amendment, where Omnipoint interconnects with Verizon by purchasing trunks from Verizon and these trunks are used for two-way traffic, the applicable non-recurring charges (if any) for such trunks to Omnipoint will be reduced by a percentage equal to the percentage of all of the traffic exchanged between Verizon and Omnipoint (including both all of the traffic delivered by Verizon to Omnipoint and all of the traffic delivered by Omnipoint to Verizon) in Massachusetts during the three calendar months prior to the month in which the trunks were installed that was traffic which originated on Verizon’s network and terminated on Omnipoint’s network. Upon request by Verizon, Omnipoint will provide Verizon with any traffic volume information reasonably needed by Verizon to calculate this percentage. At Verizon’s election, (a) the reduction in the non-recurring charges for the trunks will be included in Verizon’s bills to Omnipoint, or (b) Verizon will bill Omnipoint the full amount of the non-recurring charges for the trunks and Omnipoint will bill Verizon for the amount of the reduction in the non-recurring charges for the trunks.”

3. Scope of Amendment. Except to the extent set forth in Sections 1 and 2 of this Amendment, the rates, charges and other provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement.

4. 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.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

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

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