

AMENDMENT NO. 1

To the

INTERCONNECTION AGREEMENT

Between

VERIZON SOUTH INC., F/K/A GTE SOUTH INCORPORATED

and

VOICESTREAM WIRELESS CORPORATION

This Amendment No. 1 (the "Amendment") to the Interconnection Agreement between Verizon South Inc., f/k/a GTE South Incorporated ("Verizon"), and VoiceStream Wireless Corporation ("VoiceStream"), is effective June 14, 2001 (the "Effective Date").

WHEREAS, VoiceStream adopted the terms of the Interconnection Agreement between AT&T Wireless Services Inc. and Verizon for the state of Kentucky under Sections 251 and 252 of the Communications Act of 1934 (the "Act"), which adoption was effective on September 3, 2001 (the "Agreement");

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

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

2. Appendix A of the Agreement is amended by deleting from the section “Local Transport and Termination Rates”, Paragraph A, “Transport and Termination Rate,” and replacing such paragraph in its entirety with the following:

“A. Transport and Termination Rate

June 14, 2001-December 13, 2001 \$0.0015 per minute of use

December 14, 2001-June 13, 2003 \$0.0010 per minute of use

June 14, 2003 and thereafter \$0.0007 per minute of use”¹

The above stated rates for Section 251(b)(5) traffic are symmetrical such that each Party will receive the same rate for termination of such traffic originating on the network of the other Party.

3. Termination. If the *ISP Traffic Order* is stayed, vacated or modified, in whole or in part, by the FCC or another governmental entity of competent jurisdiction, each Party shall have the right to terminate this Amendment by written notice to the other Party. The termination shall be effective upon receipt of the notice of termination by the other Party. In the event of such termination of this Amendment, the language of the Agreement, on a prospective basis, effective with the effective date of the termination, shall revert to the language of the Agreement (including any other amendments to the Agreement entered into by the Parties on, before or after the Amendment Effective Date) as it would have existed if this Amendment had not been entered into by the Parties. The provisions of this Section 3 shall be in addition to and not in limitation of any other provisions of the Agreement that might apply if the *ISP Traffic Order* is stayed, vacated or modified.

4. Scope of Agreement. Except to the extent set forth in Sections 1-3 of this Amendment, the rates, charges and other provisions of the Agreement shall remain in full force and effect.

5. 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.

¹ The rates set forth above shall apply until such time as they are replaced prospectively by new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and FCC regulations, or by the FCC, subject to a stay or other order issued by any court of competent jurisdiction.

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

VoiceStream Wireless Corporation

By: _____

Printed: _____

Title: _____

VERIZON SOUTH, INC.

By: _____

Printed: Jeffrey A. Masoner

Title: Vice President – Interconnection Services Policy & Planning