

**AMENDMENT NO. 2**

**to the**

**INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT**

**between**

**VERIZON NORTHWEST INC., F/K/A GTE NORTHWEST INCORPORATED**

**and**

**ONEPOINT COMMUNICATIONS COLORADO, L.L.C., D/B/A VERIZON AVENUE**

THIS AMENDMENT No. 2 (this "Amendment") is made this 3rd day of August 2003 (the "Effective Date"), by and between Verizon Northwest Inc., f/k/a GTE Northwest Incorporated, a Washington corporation ("Verizon") with its principal place of business at 1800 41<sup>ST</sup> Street Everett, WA 98201 and OnePoint Communications Colorado, L.L.C., d/b/a Verizon Avenue, a Limited Liability Company organized under the laws of the State of Delaware ("VZA") with its principal place of business at 12901 Worldgate Drive Herndon, VA 20170. (Verizon and VZA may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the State of Washington (the "State").

**WITNESSETH:**

**WHEREAS**, Verizon and VZA are Parties to an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996 filed with the Commission dated June 13, 2001 (the "Agreement").

**WHEREAS**, subsequent to the approval of the Agreement, VZA notified Verizon that it desired to amend the Agreement as set forth herein; and

**NOW, THEREFORE**, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Central Office Remote Terminal Report Terms. The Parties agree that the Terms should be amended by the addition of the Central Office Remote Terminal ("CORT") Report and the associated nonrecurring charge attached hereto as Appendix A, which terms shall govern the provisions of CORT Report service.

2. 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 2.

3. 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. 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. This Amendment is the joint work product of the Parties and, in the case of any ambiguities with respect to the terms hereof, no inferences shall be drawn against either Party on account of it being the "drafter" hereof.

6. Scope of this Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after Effective Date.

SIGNATURE PAGE

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

ONEPOINT COMMUNICATIONS COLORADO,  
L.L.C., D/B/A VERIZON AVENUE

VERIZON NORTHWEST INC.

By: William F. Wallace

By: Jeffery A. Masoner

Printed: WILLIAM F. WALLACE

Printed: Jeffery A. Masoner

Title: PRESIDENT & CEO

Title: Vice President - Interconnection Services  
Policy & Planning

## APPENDIX A

Upon submission of a completed Collocation Remote Terminal Equipment Enclosure (CRTEE) application specifying that VZA desires a Central Office Remote Terminal (CORT) report for a specifically identified Verizon central office, Verizon will provide VZA with a CORT report for the central office identified to Verizon by VZA, by conducting a record search and returning to VZA a list of the remote terminals subtending the identified central office, the address of each remote terminal, the remote terminals CLLI codes, the addresses of the end-user locations subtending each remote terminal, the number of terminating lines fed by each remote terminal and the type of feeder cable (copper/fiber) of each remote terminal. Verizon will assess (and VZA shall promptly pay) the nonrecurring charge set forth below for processing each request for a CORT report, on a per central office basis.

	Nonrecurring <u>Charge</u>
Central Office Remote Terminal (CORT) report Per Request, per central office	\$ ICB