

Victor D. Del Vecchio
Assistant General Counsel



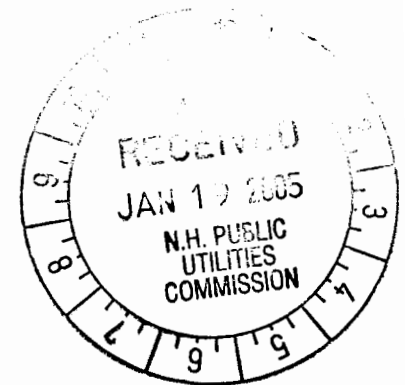
185 Franklin Street, 13th Floor
Boston, MA 02110-1585

Phone 617 743-2323
Fax 617 737-0648
victor.delvecchio@verizon.com

VIA OVERNIGHT DELIVERY

January 18, 2005

Ms. Debra A. Howland
Executive Director and Secretary
New Hampshire Public Utilities Commission
21 S. Fruit Street, Suite 10
Concord, NH 03301



Re: Interconnection Agreement between Verizon
New Hampshire and RNK Inc. d/b/a RNK Telecom

Dear Ms. Howland:

RNK Inc. d/b/a RNK Telecom and Verizon New England Inc., d/b/a Verizon New Hampshire, hereby file an original and five copies of Amendment No. 3 to the interconnection agreement between them dated December 20, 2004, and jointly petition the Commission for approval of that agreement pursuant to Section 252(e) of the Telecommunications Act of 1996 (the Act), 47 U.S.C. § 252(e).

Under the Act, a state commission may reject a negotiated agreement such as this one only if the commission finds that the agreement (or any portion thereof) discriminates against a telecommunications carrier not a party to the agreement, or that the agreement's implementation would not be consistent with the public interest, convenience and necessity. 47 U.S.C. § 252(e)(2)(A). The parties respectfully submit that their agreement meets this statutory standard and therefore request that the Commission approve it. Section 252(e)(4) of the Act provides that if a state commission does not act to approve or reject a negotiated agreement within 90 days after its submission, it shall be deemed approved.

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Representing RNK Inc. d/b/a RNK Telecom is Douglas S. Denny-Brown. Please include Mr. Denny-Brown on all notices and service lists. Mr. Denny-Brown's address is:

Douglas S. Denny-Brown, Esquire
RNK Inc. d/b/a RNK Telecom
333 Elm Street, Suite 310
Dedham, MA 02026
Tel: (781) 613-6000

Please stamp the enclosed copy of this letter, and return it to me for our files in the stamped, self-addressed envelope also enclosed.

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Victor D. Del Vecchio".

Victor D. Del Vecchio

Enclosures

cc: Mr. Douglas S. Denny-Brown

AMENDMENT NO. 3

to the

INTERCONNECTION AGREEMENT

BETWEEN

**VERIZON NEW ENGLAND INC.,
D/B/A VERIZON NEW HAMPSHIRE,
F/K/A NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY,
D/B/A BELL ATLANTIC – NEW HAMPSHIRE**

AND

RNK INC., D/B/A RNK TELECOM

FOR NEW HAMPSHIRE

This Amendment No. 3 (the "Amendment") is effective December 20, 2004 ("Amendment Effective Date"), and is entered into by and between Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – New Hampshire ("Verizon") and RNK Inc., d/b/a RNK Telecom ("RNK"). (Verizon and RNK may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, RNK has previously adopted certain terms of the Interconnection Agreement between Verizon and Level 3 Communications, LLC ("Level 3") pursuant to Section 252(i) of the Telecommunications Act of 1996 (the "Act"), and adopted certain terms of the Interconnection Agreement between Verizon New England Inc., d/b/a Verizon Rhode Island and Cox Communications d/b/a Cox Rhode Island Telecomm pursuant to paragraph 32 of the BA/GTE Merger Conditions ("Merger Conditions"), released by the FCC on June 16, 2000 in CC Docket No. 98-184 (the adopted terms of the Level 3 and Cox agreements shall be referred to collectively as the "Interconnection Agreement");

WHEREAS, the Parties desire to agree terms governing compensation for the exchange of Reciprocal Compensation Traffic and Internet Traffic on a prospective basis;

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

1. Intercarrier Compensation. The following terms shall govern the Parties' rights and obligations regarding compensation for Internet Traffic and Reciprocal Compensation Traffic in New Hampshire, notwithstanding any other provision of the Interconnection Agreement, any Tariff, any SGAT, or under applicable law or any change in applicable law. Capitalized terms not defined in this Amendment shall have the meanings provided for them in the Agreement.

1.1 Internet Traffic Not Eligible for Reciprocal Compensation. Notwithstanding any possible contrary construction of the Interconnection Agreement, Internet Traffic shall not be eligible for payment of reciprocal compensation.

1.2 Compensation.

1.2.1. Internet Traffic. All combined Reciprocal Compensation Traffic and Internet Traffic in excess of a 3:1 ratio of terminating to originating traffic received by either party from the other in New Hampshire shall be presumed to be Internet Traffic and shall be subject to bill and keep.

1.2.2 Reciprocal Compensation Traffic. All combined Reciprocal Compensation Traffic and Internet Traffic up to a 3:1 ratio of terminating to originating traffic received by either party from the other in New Hampshire shall be presumed to be Reciprocal Compensation Traffic and shall be compensated at the state approved reciprocal compensation rates set forth in the Interconnection Agreement.

1.2.3 Rebuttal of 3:1 Presumption. The Parties agree further that either Party may rebut the 3:1 presumption by demonstrating to the New Hampshire Public Utilities Commission (the "Commission"), subject to the Commission's rules, procedures, and/or decisions applicable to such rebuttal proceeding, either that traffic above the 3:1 ratio is in fact Reciprocal Compensation Traffic or that traffic up to the 3:1 ratio is in fact Internet Traffic. During the pendency of any such rebuttal proceeding, the Parties shall remain obligated to pay the state approved reciprocal compensation rates set forth in the Interconnection Agreement for traffic up to a 3:1 ratio of terminating to originating traffic and to apply bill and keep for traffic in excess of a 3:1 ratio of terminating to originating traffic, subject to true-up upon the conclusion of the rebuttal proceeding before the Commission.

The Parties may also mutually agree that certain traffic above the 3:1 ratio is in fact Reciprocal Compensation Traffic or that traffic up to the 3:1 ratio is in fact Internet Traffic.

1.3 V/FX Traffic. The Parties agree that reciprocal compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic). As used in this Amendment, "Virtual Foreign Exchange Traffic" or "V/FX Traffic" is defined as calls in which a RNK customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such customer's station. For the avoidance of any doubt, RNK shall pay Verizon's tariffed originating access charges for all V/FX Traffic originated by a Verizon customer, and RNK shall pay Verizon's tariffed terminating access charges for all V/FX Traffic originated by a RNK customer.

The Parties agree that twenty percent (20%) of the Verizon originated traffic sent to RNK is V/FX Traffic and shall be treated in accordance with this Section 1.3. No more than once during any consecutive twelve month period following the Amendment Effective Date, either Party may request that the Parties recalculate and reset the foregoing twenty percent (20%) presumption by providing written notice to the other Party, which notice shall include reasonably detailed information and/or data supporting the requested change. Upon delivery of the written notice provided pursuant to this section, the Parties shall engage in good faith negotiations for a period not exceeding thirty (30) days to determine whether or not to change the twenty percent (20%) (or other reset percentage) presumption. If the Parties agree to change the presumption within such thirty (30) day period, then they shall enter an amendment to the Interconnection Agreement reflecting the change, which shall apply prospectively from the delivery date for the notice provided pursuant to this paragraph. If they fail to agree within such thirty (30) day period, then either them may invoke the dispute resolution provisions of the Interconnection Agreement.

1.4. Waiver of Rights; Successor Terms. Each Party irrevocably waives, with respect to the other Party, any and all rights that it may have or that it may obtain, whether under the Act (including, but not limited to, under Section 252(i) thereof), under any other applicable law, under the Interconnection Agreement, or otherwise (i) to adopt the terms of any other interconnection agreement, law, regulation, order, arbitration award or the like relating to the subject matter of this Amendment; or (ii) to seek through negotiation (including negotiation of a replacement for the Interconnection Agreement), arbitration, or otherwise terms or provisions that would modify, replace, alter or otherwise change the terms and provisions of this Amendment. Further, the Parties agree that, if they establish new or replacement interconnection agreements for the

Interconnection Agreement, they shall implement the terms of this Amendment into such new or replacement interconnection agreements.

2. Scope of Amendment. Except to the extent set forth in Section 1 of this Amendment, the rates, charges and other provisions of the Interconnection 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 Interconnection Agreement. This Amendment is not intended to modify the term of the Interconnection Agreement or to affect either Party's right to exercise any right of termination it may have under the Interconnection Agreement.

3. Conflict Between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the rates, charges and other provisions of the Interconnection 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 Interconnection Agreement, this Amendment shall govern.

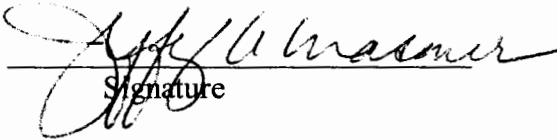
4. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

ORIGINAL

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

**Verizon New England Inc.,
d/b/a Verizon New Hampshire,
f/k/a New England Telephone
and Telegraph Company,
d/b/a Bell Atlantic – New Hampshire**

RNK Inc., d/b/a RNK Telecom

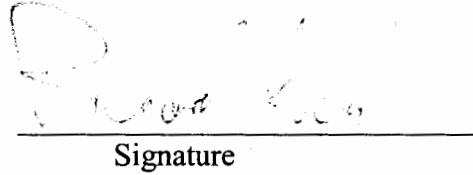


Signature

Jeffrey A. Masoner

Printed Name

Vice President Interconnection Policy
And Planning



Signature

Richard N. Koch

Printed Name

President

Title