

**FIRST AMENDMENT TO
INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT
BETWEEN
GTE NORTH INCORPORATED,
GTE SOUTH INCORPORATED
AND
NORTHPOINT COMMUNICATIONS, INCORPORATED**

THIS FIRST AMENDMENT to Interconnection, Resale and Unbundling Agreement (the "Agreement") which became effective January 26, 2000, is by and between GTE North Incorporated, GTE South Incorporated and NorthPoint Communications, Incorporated ("NorthPoint") (GTE and NorthPoint being referred to collectively as the "Parties" and individually as a "Party"). This First Amendment covers services in the state of Illinois (the "State").

WHEREAS, the Agreement, was approved by the Commission's Order dated January 12, 2000 in Docket No. 99-NA-052 ("Agreement"); and

WHEREAS, subsequent to the approval of the Agreement, the Federal Communications Commission ("FCC") issued new rules regarding collocation on March 31, 1999 in the proceeding captioned as *In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, FCC 99-48; and

WHEREAS, the Parties now wish to amend the Agreement to reflect such new FCC rules as follows;¹

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. Section 1 of Article IX of the Agreement shall be restated in its entirety to read as follows:

1. Collocation terms and conditions.

1.1 Except as provided in Section 1.2, the Parties agree that the terms and conditions in Attachments 1 and 2 to this Article IX shall govern the provision of collocation services pursuant to this Agreement, pending possible further future amendments.

¹ Notwithstanding this First Amendment, the Parties do not waive, and hereby expressly reserve, the right to challenge such FCC rules and/or whether this Amendment meets the requirements of those rules. The Parties further expressly reserve their rights pursuant to the "Changes in Legal Requirements" provision found in Article III, Section 35 of the Agreement, in the event that such rules are later modified or eliminated due to changes in legal requirements.

1.2 A CLEC shall have the right to continue to order collocation services offered pursuant to GTE tariffs following the effective date of Attachments 1 and 2. However, new collocation services ordered outside of said tariffs on or after said effective date will be provided pursuant to Attachments 1 and 2.

1.3 To the extent any terms and conditions contained in Attachment 1 and 2 conflict with other terms and conditions in this Agreement, the terms and conditions contained in the Agreement will prevail. If a Party disputes the application of a specific term or condition in Attachments 1 and 2, that Party may exercise any and all legal rights available to it to resolve the dispute, subject to the requirements of this Agreement.

1.4 Prices for collocation are identified in Attachment 2 and the GTE tariffs described in Section 1.2 above. The Parties acknowledge that the prices in Attachment 2 may be superceded by prices contained in future regulatory orders or as otherwise required by legal requirements (the "Final Prices"). To the extent the Final Prices, or the terms and conditions for application of the Final Prices, are different than the prices in Attachment 2, the Final Prices will be applied retroactively to the effective date of Attachment 2. The Parties will true-up any resulting over or under billing.

2. Except as specifically modified by this First Amendment, the Agreement shall remain in full force and effect.
3. If any provision in the Agreement conflicts with this First Amendment, this First Amendment shall control.

IN WITNESS WHEREOF, each Party has executed this First Amendment and it shall be effective upon execution by both Parties².

GTE NORTH INCORPORATED
GTE SOUTH INCORPORATED

NORTHPOINT COMMUNICATIONS,
INCORPORATED

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

² Notwithstanding the possible rejection or modification of this Amendment by the Commission, the Parties agree that all of their obligations and duties hereunder shall remain in full force and effect pending the final disposition of the Commission review and approval process.