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May 6, 2005

Honorable Pat Miller, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: Docket No. 05-00066 - Second Amendment to Joint Notice Concerning Verizon Communications Inc.'s Acquisition of MCI, Inc.

Dear Chairman Miller:

On March 7, 2005, Verizon Communications Inc. ("Verizon") and MCI, Inc. ("MCI") (collectively, the "Parties") filed a Joint Notice with the Commission describing Verizon's proposed acquisition of MCI pursuant to the Agreement and Plan of Merger ("Agreement") dated February 14, 2005. The parties subsequently notified the Commission of their March 29, 2005 Amendment modifying certain financial and other terms in the Agreement. This letter is to advise the Commission of a Second Amendment to the Agreement that the Parties executed on May 1, 2005.

The May 1 Amendment (like the Parties' March 29 Amendment) does not alter the structure of the proposed transaction or the benefits thereof as described in the Parties' Notice The May 1 Amendment modifies the Agreement to reflect revised financial terms that were agreed upon by the Parties

Specifically, the May 1 Amendment increases the financial consideration payable in the transaction by modifying Section 1.08(a) of the Agreement to give MCI shareholders the right to receive a total of $26 00 (rather than the $23.10 contemplated by the March 29 Amendment) in cash and Verizon stock for each share of MCI stock they tender.

Under amended Section 1.08(a), MCI's shareholders will receive: (i) Verizon common stock equal to the greater of 0.5743 shares or the quotient obtained by dividing $20.40 by the Average Parent Stock Price (as defined in the Agreement), and (ii) a special dividend in the amount of $5.60 per share, less the per share amount of any dividends declared by MCI between February 14, 2005 and the consummation of the transaction. See Second Amendment 1(a). These modifications to Section 1 08(a) of the Agreement guarantee MCI shareholders a total value of $26.00 — $5.60 in cash promptly upon their approval of the transaction, plus cash and Verizon stock worth $20 40 — for each share of MCI stock they tender pursuant to the amended Agreement. See Second Amendment 1(a)-(b)

In addition to revising the financial terms of the transaction as described above, the May 1 Amendment· (i) preserves Verizon's discretion to meet its compensation obligations by paying MCI shareholders additional cash instead of issuing additional shares over the 0.5743 exchange ratio set forth in Section 1.08(a), see Second Amendment 1(a), and (ii) obligates Verizon and its subsidiaries to vote any shares of MCI Common Stock they own in favor of adoption of the Agreement and approval of the Merger so long as such adoption and approval is recommended by MCI's Board at the time of the vote, see id. 1(a)-(c). Finally, the May 1 Amendment revises the Agreement's definition of Excluded Shares to encompass stock held "in trust" or "for the benefit of" the Parties or their subsidiaries, see Second

Amendment 1(c), and substitutes May 1, 2005 for the Agreement's existing dates for certain financial and other disclosures, see id. 1(c) (2)-(3).

As noted above, the May 1 Amendment does not affect the structure of the proposed acquisition or its anticipated effects in Tennessee as described in the Parties' March 7, 2005 Notice. Accordingly, the Amendment does not require Commission action beyond that requested in, or necessitated by, the Parties' March 7, 2005 submission. If the Commission has any questions regarding the impact of the May 1 Amendment or any other aspect of the proposed transaction, please do not hesitate to contact us. The Parties will, of course, promptly advise the Commission of any further developments concerning the transaction.

Respectfully submitted,

MCI, INC.

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Enclosure

cc: State Attorney General (By Overnight Delivery)

the "Base Merger Consideration"). Notwithstanding the foregoing, if the Exchange Ratio is greater than 0.5743, then Parent shall have the right, in its absolute discretion, to reduce the Exchange Ratio to an amount no less than 0.5743 and, in such case, the Per Share Cash Amount shall be increased by an amount (rounded to the nearest hundredth of a cent) equal to the product of (x) the amount by which Parent has reduced the Exchange Ratio and (y) the Average Parent Stock Price. The Exchange Ratio and the Per Share Cash Amount determined above shall be subject to adjustment pursuant to Section 1.10 (as so adjusted, the "Merger Consideration"). For purposes of this Agreement, "Average Parent Stock Price" shall mean the average of the volume weighted averages of the trading prices of Parent Common Stock, as such prices are reported on the NYSE Composite Transactions Tape (as reported by Bloomberg Financial Markets or such other source as the parties shall agree in writing), for the 20 trading days ending on the third trading day immediately preceding the Effective Time."

(b) Section 1.10(g) of the Merger Agreement shall be amended (i) to delete from clause (A) thereof the phrase "(excluding any Excluded Shares other than Dissenting Shares)", (ii) to delete from the definition of "Aggregate Base Merger Consideration" the reference to the amount of "$14.75" and replace it with the amount of "$20.40", and (iii) to delete from the definition of "Aggregate Base Merger Consideration" the phrase "(excluding any Excluded Shares other than Dissenting Shares)".

(c) Section 9.12 of the Merger Agreement shall be amended (i) to delete from the definition of "Aggregate Incremental Amount" the phrase "(excluding any Excluded Shares)", and (ii) to add to the definition of "Excluded Shares", immediately after the phrase "held by", the phrase "or in trust for the benefit of".

2. Company Disclosure Letter. Article III of the Merger Agreement shall be amended to delete from the first paragraph thereof the phrase "prior to the execution of this Agreement" and replace it with the phrase "on May 1, 2005".

3. Opinions of Financial Advisors. Section 3.28 of the Merger Agreement shall be amended to delete the reference to "March 29, 2005" and replace it with "May 1, 2005".

4. Agreement to Vote Shares. Article VI of the Merger Agreement shall be amended to add the following section to the end thereof:

"Section 6.24 Agreement to Vote Shares. At every meeting of the stockholders of the Company called with respect to the adoption of this Agreement and approval of the Merger, and at every adjournment and postponement thereof, Parent shall vote or cause to be voted any shares of Company Common Stock owned by it or its Subsidiaries in

favor of the adoption of this Agreement and approval of the Merger, so long as such adoption and approval is then recommended by the Board of Directors of the Company."

5. Ratification. Except as otherwise provided herein, all of the terms, covenants and other provisions of the Merger Agreement are hereby ratified and confirmed and shall continue to be in full force and effect in accordance with their respective terms. After the date hereof, all references to the Merger Agreement shall refer to the Merger Agreement as amended by this Amendment.

6. Miscellaneous. Section 9.10 of the Merger Agreement shall apply to this Amendment *mutatis mutandi*. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument and shall bind and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, Parent, Merger Sub and the Company have caused this Amendment to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

VERIZON COMMUNICATIONS INC.

By: _____
Name: JOHN W. DIERCKSEN
Title: EVP-STRATEGY, PLANNING & DEVELOPMENT

ELI ACQUISITION, LLC

By: _____
Name: JOHN W. DIERCKSEN
Title: EVP-STRATEGY, PLANNING & DEVELOPMENT

MCI, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, Parent, Merger Sub and the Company have caused this Amendment to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

VERIZON COMMUNICATIONS INC.

By: _____
Name:
Title:

ELI ACQUISITION, LLC

By: _____
Name:
Title:

MCI, INC.

By: _____
Name: MICHAEL D CAPELLAS
Title: CEO & PRESIDENT