

Verizon Northwest Inc.

1800 – 41st Street, WA0101RA P. O. Box 1003 Everett, WA 98206-1003

Fax: 425-261-5262

January 5, 2006

Ms. Carole J. Washburn, Executive Secretary Washington Utilities and Transportation Commission 1300 S. Evergreen Park Drive SW P.O. Box 47250 Olympia, Washington 98504-7250

Dear Ms. Washburn:

Subject: CONTRACT NO. 1314ICB – Do Not Redocket

Verizon Northwest Inc. filed Contract No. 1314ICB on December 29, 2005, currently pending approval in Docket No. UT-030727 with a requested effective date of January 28, 2006. This is Amendment No. 1 to an existing agreement that provides SONET Multi-Protocol Hub Service (MPHS) for a term of thirty-six (36) months. Please find attached an amended Essential Terms and Conditions Sheet and with a revised expiration date for the agreement, removal of the ring mileage charge which is not applicable and another exhibit with a corrected monthly recurring charge.

Please replace the original Essential Terms and Conditions Sheet and exhibit with the attached and notify Paula Strain upon receipt.

Please direct any questions to Lin Fogg at 425-261-6380.

Very truly yours,

David S. Valdez

91/ Vers

Vice President - Public Affairs, Policy and Communications

Attachments (2004-301309)

ESSENTIAL TERMS AND CONDITIONS

Contract No. 1314ICB – Amendment No. 1 to an existing agreement for SONET Multi-Protocol Hub Service

Effective Date: January 28, 2006

Expiration Date: August 12, 2006 Amendment No. 1 is coterminous with the

Agreement.

Renewal Options: If Customer indicates to Verizon in writing that it desires to

negotiate a new contract to continue the Services provided for herein, this Agreement shall automatically be extended for a period not to exceed 60 days from the end of the initial term to allow the parties to finalize a new agreement. Written notice must be provided by Customer at least 30 days prior to the end of the

original termination date.

Termination Liability: If Customer cancels this Agreement in whole or in part or

terminates any Services prior to the expiration of the Service Period, Customer shall pay to Verizon a termination charge equal to twenty-five percent (25%) of the applicable monthly rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Service Period. Termination Charges do not apply to termination of Optical/Electrical Ports which are furnished on a month-to-month basis. If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the in-service date, Customer shall pay to Verizon all costs incurred by Verizon for

contract and service preparation.

Duration of Contract: Thirty-six (36) months

Description of Service: This optical networking service connects multiple customer

sites over fiber to a single node. Multi-Protocol Hub Service can be deployed either in a ring architecture that assures survivability or as point to point topology sites over

fiber to a single node.

Number of Units: 3 OC 12 Customer Premise Nodes

1 OC12 Central Office Node

Monthly Recurring Charge: \$7,200

Non-Recurring Charges: \$6,000 for each OC12 Customer Premise Node

\$1,500 for each OC12 Central Office Node

Contract No. 1314ICB – Amendment No. 1 to an existing agreement for SONET Multi-Protocol Hub Service

5(a) A statement summarizing the basis of the rate or charge proposed in the contact and an explanation of the derivation of the proposed rate or charge.

This contract provides SONET Multi-Protocol Hub Service. The purpose of Amendment No. 1 is to correct Exhibit A of the Agreement to remove rates specified in the Agreement which were included in error and which represent a Service configuration which was not utilized in provisioning of the Service. The actual configuration utilized is one for which no interoffice transport mileage charges are applicable and such charges have not been assessed to the customer. The original agreement was filed under Contract No. 1252ICB, effective 6/15/03 in Docket No. UT-030727 with supporting cost documentation which shows the individual rate elements in the contract are above cost. The removal of the rate elements as shown in Amendment No. 1 will not impact the cost to provide the service.

Nonrecurring Charges

A nonrecurring charge of \$6,000 is applicable to each OC12 Customer Premise Node, a \$1,500 nonrecurring charge is applicable to each OC12 Central Office Node. A nonrecurring charge of \$200.00 is applicable to each subsequent Optical/Electrical Port established.

Termination Liability

If Customer cancels this Agreement in whole or in part or terminates any Services prior to the expiration of the Service Period, Customer shall pay to Verizon a termination charge equal to twenty-five percent (25%) of the applicable monthly rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Service Period. Termination Charges do not apply to termination of Optical/Electrical Ports which are furnished on a month-to-month basis. If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the in-service date, Customer shall pay to Verizon all costs incurred by Verizon for contract and service preparation.

Monthly Charges

The average monthly charge is \$7,200.