

AMENDMENT NO. 2
to the
INTERCONNECTION AGREEMENT
between
VERIZON NORTHWEST INC.
and
METROPOLITAN TELECOMMUNICATIONS OF WASHINGTON, INC.

This Amendment No. 2 (this "Amendment") is entered into by and between Verizon Northwest Inc. ("Verizon"), a Washington corporation with offices at 1800 41st Street, Everett, WA 98201, and Metropolitan Telecommunications of Washington, Inc. ("MetTel"), with offices at 44 Wall Street, 14th Floor, New York, NY 10005 and is effective as of October 5, 2007 (the "Amendment Effective Date"). Verizon and MetTel may be referred to herein collectively, as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the State of Washington (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated March 26, 2003 (the "Adoption Letter"), MetTel adopted in the State of Washington, the interconnection agreement between Sprint Communications Company L.P. and Verizon California Inc., f/k/a GTE California Incorporated that was approved by the California Public Utilities Commission (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Agreement"); and

WHEREAS, on April 18, 2001, the Federal Communications Commission ("FCC") issued the Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98 and 99-68, 16 FCC Rcd 9151 ("Order");

WHEREAS, the Parties desire to amend the Agreement to address the matters set forth herein;

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

1. Intercarrier Compensation. The Parties agree that, effective prospectively as of the Amendment Effective Date:


- 1.1 As of the Amendment Effective Date, the compensation rates that shall apply under the Agreement for the transport and termination of traffic subject to 47 U.S.C. § 251(b)(5) that has been delivered to the terminating party IP shall be the applicable End Office or Tandem rate for Local Call Termination set forth in Exhibit A to this Amendment under the heading "Reciprocal Compensation Traffic Termination."
 - 1.2 "ISP-Bound Traffic" shall have the same meaning in this Amendment as it has in the Order, as modified by the Core Order, and the determination of whether traffic is ISP-Bound Traffic shall be made in accordance with applicable provisions of the Order, as modified by the Core Order.
 - 1.3 By this Amendment, the Parties agree that their rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of ISP-Bound Traffic on and after the Amendment Effective Date shall be governed by the terms of the Order, as modified by the Core Order.
2. Effect of Stay or Vacatur on Amendment. Should the FCC or a court of competent jurisdiction stay, vacate or (in the case of the FCC) forbear from the application of any or all provisions of the Order, the Core Order, the terms of this Amendment implementing the stayed, vacated or forborne provisions shall cease to apply (and the Parties shall be relieved of their respective obligations under such terms) as of the date specified in the order implementing the stay, vacatur or forbearance or, in the absence of such a specified date, the effective date of the order implementing the stay, vacatur, or forbearance. Notwithstanding the foregoing, no stay, vacatur or forbearance of the Order or the Core Order shall apply retroactively under this Amendment except to the extent that the order implementing the stay, vacatur or forbearance specifies that it shall apply retroactively in a manner that has the effect of modifying the Order and/or the Core Order with respect to intercarrier compensation applicable to the Parties' exchange of ISP-Bound Traffic, in which case the period of retroactive application shall not extend to a date that precedes the Amendment Effective Date.
 3. Scope of Amendment. Except to the extent set forth in Section 1 of this Amendment, the rates, charges and other provisions of the 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 Agreement or to affect either party's right to exercise any right of termination it may have under the Agreement.

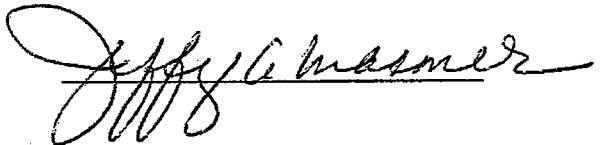
4. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions hereof. In the event of a conflict between the terms and provisions of this Amendment and the terms 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 4.
5. Joint Work Product. This Amendment is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.
6. Headings. The headings used in this Amendment are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Amendment.
7. 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.

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

**METROPOLITAN
TELECOMMUNICATIONS OF
WASHINGTON, INC.**

VERIZON NORTHWEST INC.

By: 

By: 

Printed: Andoni Economou

Printed: Jeffrey A. Masoner

Title: COO/EVP

Title: Vice President –
Interconnection Services

Date: 1/9/08

Date: 1/16/08

EXHIBIT A

VERIZON AND METTEL

Service or Element Description:	Rates:	
Reciprocal Compensation Traffic Termination		
Reciprocal Compensation Traffic End Office Rate	\$0.0007/MOU	
Reciprocal Compensation Traffic Tandem Rate	\$0.0007/MOU	