

Amendment No. 3 to the Agreement  
between  
State of Washington Department of Transportation  
and  
Verizon Northwest Inc.  
for 511 Routing Service

This is Amendment No. 3 ("Amendment No. 3") to the Agreement for 511 Routing Service (the "Agreement") between the State of Washington Department of Transportation ("Customer") and Verizon Northwest Inc. ("Verizon").

Whereas, the Agreement was filed with the Washington Utilities and Transportation Commission (the "Commission") June 26, 2003 as Contract No. 1259 and made effective July 10, 2003 in Docket No. UT-031039 (Verizon Internal Tracking No. 2003-251487).

Whereas, the Agreement was modified by Amendment No. 1, fully executed between the parties on June 2, 2005 and filed with the Washington Utilities and Transportation Commission (the "Commission") on June 6, 2005 as Contract No. 13061CB. Amendment No. 1 was not made effective by the Commission and was superseded by Amendment No. 2.

Whereas, the Agreement was modified by Amendment No. 2, fully executed between the parties on June 17, 2005, filed with the Commission as Contract No. 1306 and made effective in Docket UT-031039 (Verizon Internal Tracking No. 2005-322108).

Whereas, the purpose of this Amendment No. 3 is to extend the term of the Agreement on a month to month basis for no more than twelve (12) months and provide for a transition of Service to a general tariff offering in the event a general tariff offering for this Service becomes available from Verizon.

The Agreement is modified as follows:

1. Customer is currently receiving Service under a prior agreement which will expire July 10, 2006. In order for Service to continue without interruption, this Amendment No. 3 must be fully executed and filed with the Commission in order for the Commission to complete its review prior to the July 10, 2006 expiration date. As the Service under the prior agreement is not presently available in Verizon's tariff, if this Amendment No. 3 is not effective (as described in Section 2 of the Agreement and Section 6 below) by July 10, 2006, the Service must be disconnected and cannot be restored until this Amendment No. 3, or another agreement for the Service, is effective.
2. Provided that this Amendment No. 3 is made effective on or before July 10, 2006, the term of the Agreement shall be extended on a month to month basis for up to twelve months (for the period July 11, 2006 through July 10, 2007), the "Extension Term".
3. During the Extension Term, the following charges shall apply for the Service:

Service Item	Monthly Unit/Rate	Non-Recurring Charge/ Unit*
5-1-1 Routing Service Establishment Charge, Per Point-to Number	-0-	\$199.00*

\*Non-Recurring charges do not apply to existing Service, but will apply to changes and additions.

As this Amendment No. 3 continues currently installed Service for the specified period, the Central Office Switch Activation Charge, per Central Office Switch Translation, is not included for the Extension Term. Additional switch translation work required to provide the Service to the

VERIZON

3627050446

06/14/06 10:23am P. 005

Verizon switch locations not currently noted in Section 5, Exhibit A, of the Agreement will be addressed by formal amendment to the Agreement.

4. Service Continuation. If, at the time of expiration of the Extension Term, 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 Extension 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 Extension Term.

5. Section 4 Additional Provisions, Subparagraph (f)(v) referring to tariffed Remote Call Forwarding Charges is deleted.

6. When the Services supported under the Agreement are available in a Commission-effective general tariff offering by Verizon, Verizon will work cooperatively with Customer to transition the Services from the Agreement to the effective tariff. When the transition preparatory work is completed, Verizon will notify Customer that the Service is available for transition to the general tariff and will specify the date on which the transition will be completed (not less than thirty (30) business days unless agreed to by Customer in writing). The Agreement will automatically terminate when the transition is completed. There will be no early termination charges associated with the transition to the effective tariff. Once the Services have been transitioned to the tariff, they shall be governed solely by the tariff rates, terms and conditions.

7. This Amendment No. 3, and any subsequent amendment(s), shall be filed with the Commission. This Amendment No. 3 (and any subsequent amendment(s)) shall become effective on either (a) the thirty-first (31<sup>st</sup>) calendar day after the date of such filing, unless Amendment No. 3 (or subsequent amendment) is rejected by the Commission prior to the expiration of thirty (30) calendar days following the date of such filing, or (b) on another date as determined by the Commission. This Amendment No. 3 shall at all times be subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its lawful jurisdiction.

EXCEPT AS EXPRESSLY MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT, AS AMENDED, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, Customer and Verizon have caused this Amendment No. 3 to be executed by their duly authorized representatives.

State of Washington Department of Transportation

Verizon Northwest Inc.

Marilyn S. Bowman  
Authorized Signature

Suleyman Nersisyan  
Authorized Signature

Director, Admin. Svcs.  
Title

VP Pricing / Contract Management  
Title

6/13/06  
Date

6/14/06  
Date