AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN

AND VERIZON NORTHWEST INC.

This is Amendment No. 1 ("Amendment No. 1") to the Agreement for Integrated Service Digital Network (ISDN) Primary Rate Interface (PRI) and Direct Inward Dialing (DID) Service (the "Agreement") between "Customer") and Verizon Northwest Inc. ("Verizon").

Whereas, the Agreement was filled with the Washington Utilities and Transportation Commission (the "Commission") August 8, 2007 and made effective September 9, 2007 in Docket No. UT-071648 (Verizon Internal Tracking No. 2007-409081).

Whereas, the purpose of this Amendment No. 1 is to extend the term of the Agreement for a period of twelve (12) consecutive months.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

- 1) The Agreement will expire September 8, 2010. In order for Service to continue without interruption, this Amendment No. 1 must be fully executed (signed by both parties) and filled with the Commission no later than July 30, 2010 in order for the Commission to complete its review prior to the September 8, 2010 expiration date. As the Service under the prior agreement is not presently available in Vertzen's tariff, if this Amendment No. 1 is not effective (as described in Exhibit A, Section 2 of the Agreement and Section 4 below) by September 8, 2010, the Service must be disconnected and cannot be restored until this Amendment No. 1, or another agreement for Service, is effective.
- 2) Provided this Amendment No. 1 is fully executed and made effective on or before September 8, 2010, the term of the Agreement, as amended, shall be extended for twelve (12) consecutive months for the period September 9, 2010 September 8, 2011 (the "Extended Service Period").

Customer may elect to extend the term of the Agreement at the end of the Extended Service Period for one additional twelve (12) month period at the same rates, terms and conditions, with sixty (60) days advance written notice to Verizon.

If this Amendment No. 1 is not fully executed and effective by September 8, 2010, and Oustomer has not provided Verizon with written notice to disconnect ISDN PRI and DID Service, Customer's Service will terminate.

- 3) Customer's monthly recurring charges for ISDN PRI as set forth in Exhibit A and DID Service as set forth in Exhibit B of the Agreement will remain in effect for the Extended Term Period:
- 4) This Amendment No. 1, and any subsequent amendment(s), shall be filed with the Commission. This Amendment No. 1 (and any subsequent amendment(s)) shall become effective on either (a) the thirty-first (31st) calendar day after the date of such filing, unless this Amendment No. 1 (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. 1 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 REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

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IN WITNESS WHEREOF, Gustomer and Verizon have caused this Amendment No. 1 to be executed by their duly authorized representatives.

("CUSTOMER")		VERIZON NORTHWEST INC. ("VERIZON")	
4	REDACTED	Aditionized Signature North Central Contracts Administrator	
7/20/2010 Date		Title 7/26/2010 Date	

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