

REDACTED

**AMENDMENT NO. 1  
TO THE  
AGREEMENT FOR TLS SERVICE  
BETWEEN  
("CUSTOMER")  
AND  
VERIZON NORTHWEST INC. ("VERIZON")**

This is Amendment No. 1 ("Amendment No. 1") to the Agreement for TLS Service (the "Agreement") between ("Customer") and Verizon Northwest Inc. ("Verizon").

Whereas, the parties entered into the Agreement effective December 31, 2005 (Contract No. 13131CB) filed on December 1, 2005 (Docket UT-051866), Verizon internal tracking number 2005-340333); and

Whereas, the purpose of this Amendment No. 1 is to extend the term of the Agreement for twenty-four (24) consecutive months.

The parties agree to amend the Agreement as follows:

1) The Agreement will expire June 24, 2009. In order for Service to continue without interruption, this Amendment No. 1 must be fully executed and filed with the Commission on or about May 24, 2009, in order for the Commission to complete its review and approval prior to the June 24, 2009 expiration date.

If this Amendment No. 1 is not approved and effective by June 24, 2009, the Agreement will terminate and Customer's Service will immediately transition to Verizon's general tariff offering at the minimum term commitment specified therein, unless Customer provides written notice to Verizon to disconnect Service altogether, in which case the disconnection will be implemented and effective June 24, 2009. If Service is not available in Verizon's tariff, Service will terminate.


Customer must sign and date this Amendment No. 1 and return it to Verizon on or before May 27, 2009 in order for Verizon to sign and prepare this Amendment No. 1 for filing with the Commission. This Amendment No. 1 will not be considered fully executed until signed by both Customer and Verizon.

2) Provided this Amendment No. 1 is made effective on or before June 24, 2009, the term of the Agreement shall be extended for the period June 25, 2009 - June 24, 2011 (the "Extension Term"), unless sooner terminated.

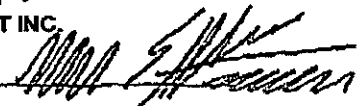
3) Customer's monthly recurring charges for Service as set forth in the Agreement will remain in full force and effect for the Extension Term.

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

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

Verizon Business Network  
Services, Inc. on behalf of   
**VERIZON NORTHWEST INC.**

Authorized Signature \_\_\_\_\_  
*Coordinator Capital Equipment*  
Title \_\_\_\_\_  
*05/28/09*  
Date \_\_\_\_\_

Authorized Signature   
Suleiman Hessami  
VP Pricing/Contract Management  
Title \_\_\_\_\_  
*05/29/09*  
Date \_\_\_\_\_

REDACTED