

AMENDMENT NO. 4

to the

INTERCONNECTION AGREEMENT

between

**VERIZON NORTHWEST INC.,
F/K/A GTE NORTHWEST INCORPORATED**

and

XO WASHINGTON, INC.

FOR THE STATE OF WASHINGTON

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STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

This Amendment Number 4 (the "Amendment") to the Interconnection Agreement between Verizon Northwest Inc., f/k/a GTE Northwest Incorporated ("Verizon"), and XO Washington, Inc. ("XO") is effective June 14, 2001. XO and Verizon may be referred to jointly hereinafter as the "Parties".

WITNESSETH:

WHEREAS, effective September 8, 1999, XO and Verizon entered into an interconnection agreement for the State of Washington (the "Interconnection Agreement"); and

WHEREAS, the Parties desire to amend the terms of the Interconnection Agreement.

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

1. Notwithstanding any possible contrary construction of the Interconnection Agreement, Internet Service Provider ("ISP")-bound Traffic shall not be eligible for payment of reciprocal compensation pursuant to 47 U.S.C. 251(b)(5) under the Interconnection Agreement. The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of ISP-bound traffic shall be governed by 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, *remanded sub nom. WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), including, but not limited to, the rebuttable presumption established by the Order on Remand that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is ISP-bound Traffic, and in accordance with the process established by the Order on Remand for rebutting such presumption before the state commission.

2. Notwithstanding any other provision of the Interconnection Agreement, any tariff, any applicable law, any change in applicable law, or the applicability of any provision of the Interconnection Agreement governing the Parties' respective rights or obligations in the event of a change in applicable law, the Parties agree that all ISP-bound Traffic minutes of use received by one party from the other party shall be subject to bill and keep.

3. Scope of Amendment. Except to the extent set forth in Sections 1 and 2 of this Amendment, the rates, charges and other provisions of the Interconnection Agreement shall remain in full force and effect after the Effective Date. Nothing in this Amendment shall be deemed to extend the term of the Interconnection Agreement. This Amendment is not intended to modify the term of the Interconnection Agreement or to affect either Party's right to exercise any right of termination it may have under the Interconnection Agreement.

4. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the rates, charges and other provisions of the Interconnection Agreement to the extent necessary to give effect to the rates, charges and other provisions of this Amendment. In the event of a conflict between a rate, charge or other provision of this Amendment and a rate, charge or other provision of the Interconnection Agreement, this Amendment shall govern.

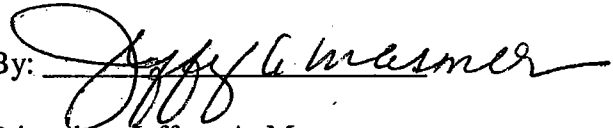
5. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

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

XO Washington, Inc.

Verizon Northwest Inc., f/k/a GTE Northwest Incorporated

By: 

By: 

Printed: Heather Gold

Printed: Jeffrey A. Masoner

Title: Senior Vice President, Government Relations

Title: Vice-President - Interconnection Services Policy & Planning

Date: 11/03/04

Date: 11/10/04