

**AMENDMENT NO. 3**

to the

**INTERCONNECTION AGREEMENT**

between

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

and

**XO WASHINGTON, INC.**

**FOR THE STATE OF WASHINGTON**

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This Amendment Number 3 (the "Amendment") to the Interconnection Agreement between Verizon Northwest Inc., f/k/a GTE Northwest Incorporated ("Verizon") and XO Washington, Inc. ("XO") is effective October 21, 2004. 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 other provision of the Interconnection Agreement, the Parties agree as follows:

(a) The Parties agree that in accordance with Section 4.2.2 of Article V of the Interconnection Agreement, and for as long as the Parties operate under the Interconnection Agreement, XO may invoice Verizon under the Interconnection Agreement for the following elements in connection with Verizon's proportionate share of use of DS-1 dedicated transport facilities carrying Verizon originated traffic from the Interconnection Point or "IP" (as such term is defined in the Interconnection Agreement) to XO's switch: (A) two (2) terminations at the then current rate in Verizon's applicable intrastate access tariffs for DS-1 transport; and (B) airline mileage at the then current rate in Verizon's applicable intrastate access tariffs for DS-1 transport. For the purposes of Section 4.2.2 of Article V of the Interconnection Agreement, the Parties agree that the

airline mileage from the Verizon switch to the serving area boundary for all Verizon switches Washington shall be 2 miles. XO agrees that Section 4.2.2 of Article V of the Interconnection Agreement does not permit XO to charge Verizon a rate element for entrance facilities in connection with Verizon's use of transport facilities for Verizon originated traffic.

(b) Verizon's billing systems currently do not adjust Verizon's charges for DS-3 facilities between the Interconnection Point or "IP" (as that term is defined in the Interconnection Agreement) and Verizon's switch to reflect the usage of such facilities for Verizon originated traffic. The Parties agree that until Verizon's billing system is modified to adjust Verizon's charges to reflect Verizon's proportionate share of use of Verizon's DS-3 dedicated transport facilities leased by XO between the Interconnection Point or "IP" (as that term is defined in the Interconnection Agreement) and Verizon's switch: (A) Verizon shall be entitled to invoice XO for any such DS-3 dedicated transport facilities ordered by XO at the rate(s) set forth in the applicable Verizon tariff as if 100% of the facility is being used for XO originated traffic; and (B) XO shall be entitled in turn to invoice Verizon for Verizon's proportionate share of usage of such DS-3 transport facilities to deliver Verizon-originated traffic to XO using the same rate Verizon is using to bill XO for such transport facilities.

(c) The Parties agree that for as long as they operate under the Interconnection Agreement, Verizon may order DS-3 dedicated transport from XO between the Interconnection Point or "IP" (as that term is defined in the Interconnection Agreement) and the XO switch for the purpose of delivering Verizon-originated traffic to XO. In the event Verizon orders such transport, the applicable dedicated transport charges shall be calculated in accordance with Section 4.2.2 of Article V of the Interconnection Agreement, and the rates applicable to such DS-3 dedicated transport shall not exceed Verizon's applicable tariffed rates for Verizon's comparable service.

2. Scope of Amendment. Except to the extent set forth in Section 1 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.

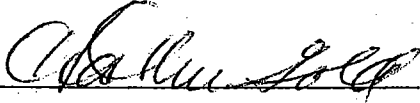
3. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the rates, charges and other provisions of the Interconnection Agreement to the extent necessary to give effect to the rates, charges and other provisions of this Amendment. In the event of 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.

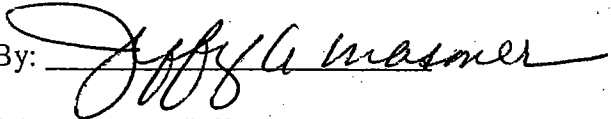
4. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

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