

AMENDMENT NO. 2
TO THE AGREEMENT
BETWEEN

[REDACTED] AND FRONTIER COMMUNICATIONS NORTHWEST INC.,
FORMERLY, VERIZON NORTHWEST INC.

This is Amendment No. 2 ("Amendment No. 2") to the Agreement for Integrated Service Digital Network (ISDN) Primary Rate Interface (PRI) and Direct Inward Dialing (DID) Service (the "Agreement") between [REDACTED] ("Customer") and Frontier Communications Northwest Inc., formerly Verizon Northwest Inc.

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

Whereas, the parties agreed to amend the Agreement to extend the Service Period under Amendment No. 1 for a period of twelve (12) months (filed July 15, 2010 and made effective September 9, 2010 in Docket No. UT-071648 (Frontier Internal Tracking No. 2010-515353)); and,

Whereas, the purpose of this Amendment No. 2 is to include a technology upgrade provision in the Agreement.

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

- 1) The following Technology Upgrade provision is incorporated into the Agreement:

"Technology Upgrade. At any time during the term of the Agreement, Customer may request Frontier provide its commercially available VOIP service offering as an upgrade to ISDN PRI Service under this Agreement to the same Customer locations supported hereunder, and for a period of time that is equal to or exceeds the remaining Service Period of the Agreement. Frontier will determine any applicable recurring and/or non-recurring charges that would be required in connection with provisioning the VOIP service upgrade. Such charges will be provided to Customer for its consideration, and Frontier will provide such upgrade only upon mutual written agreement of the parties on all applicable charges and terms and conditions."

- 2) This Amendment No. 2, and any subsequent amendment(s), shall be filed with the Commission. This Amendment No. 2 (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. 2 (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. 2 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 Frontier have caused this Amendment No. 2 to be executed by their duly authorized representatives.

[REDACTED]
("CUSTOMER")
[REDACTED]
[REDACTED]
[REDACTED]
Title
September 20, 2011
Date

FRONTIER COMMUNICATIONS NORTHWEST INC.
("FRONTIER")
Christina Burke
Authorized Signature
National Mgr.
Title
9/20/11
Date