

**INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT  
FOR THE STATE OF WASHINGTON**

AMENDMENT NO. 2

This Amendment No. 2 ("Amendment"), effective November 1, 2006 is entered into by and between Granite Telecommunications, L.L.C. ("CLEC") and United Telephone Company of the Northwest, dba Embarq ("Embarq"). Embarq and CLEC may be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, CLEC and Embarq, formerly known as "Sprint", entered into an Interconnection, Collocation and Resale Agreement dated April 25, 2005 ("Agreement"); and

WHEREAS, CLEC and Embarq desire to modify the Agreement to add terms, conditions and rates for newly developed products and services;

NOW THEREFORE, in consideration of the promises and agreements contained in this Amendment, the Parties agree as follows:

**1. TERMS AND CONDITIONS**

- 1.1. The Parties agree to delete section 44.2 of the Agreement in its entirety and replace it with the following language:

44.2 At CLEC's request, and if Technically Feasible, Embarq will test and report results on both conditioned and non-conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. Embarq will provide Basic Testing at no additional charge. Optional Cooperative Testing and Joint Testing on Trouble ("Joint Testing") are performed only upon CLEC's request. To the extent CLEC requests testing that requires Embarq to purchase new equipment, establish new procedures, or training, or make systems modifications, CLEC will compensate Embarq for its costs incurred to purchase the new equipment, establish the new procedures or training, or make the systems modifications needed to provide such testing. CLEC requests for additional testing over and above Basic Testing, Optional Cooperative Testing or Joint Testing must be submitted pursuant to the BFR Process in section 41.

- 44.2.1. Basic Testing shall consist of simple metallic measurements only, performed by accessing the loop through the voice Switch. Basic Testing does not include efforts related to Optional Cooperative Testing or Joint Testing that require Embarq's technician to work jointly with CLEC's staff.
- 44.2.2. Optional Cooperative Testing is provided upon CLEC's request on service order activity (new installations) and will be provided by Embarq at CLEC's expense at the rates in Table One. The Embarq technician will contact CLEC's representative at the conclusion of installation. During the Optional Cooperative Testing, the Embarq technician will place a 'short' on the line at the Demarcation Point allowing the CLEC to test through their equipment to the Demarcation Point to insure continuity. If, in conducting the Optional Cooperative Testing, the Embarq technician is unable to contact the CLEC technician within three (3) minutes of placing the call, Embarq may, in its sole discretion, abandon the test and CLEC will be charged for the test.
- 44.2.3. Joint Testing is a service available to CLECs upon request for additional testing by the Embarq technician prior to closing a trouble report on an existing service. To complete the trouble report, the Embarq technician will report trouble status to the CLEC, and remain on line to joint test until the CLEC technician indicates that the Embarq technician is no longer required. If Embarq determines the trouble is within the Embarq network, no charges will be billed to the CLEC for the Joint Testing or for Trouble Isolation. If the Joint Testing shows that the trouble is not located within the Embarq network, Embarq will bill CLEC the Trouble Isolation Charge found in Table One and an incremental non-recurring charge of

twenty-five dollars (\$25.00) per quarter hour for the time spent conducting the Joint Testing. The Embarq technician will attempt to contact CLEC's representative to initiate Joint Testing on Trouble prior to closing the trouble report. If the Embarq technician is unable to contact the CLEC technician within three (3) minutes of placing the call to conduct the Joint Testing, Embarq may, in its sole discretion, abandon the test and the CLEC will be charged for one quarter-hour increment of time and a Trouble Isolation Charge, as long as Embarq determines the trouble is not located within the Embarq network.

**2. GENERAL**

- 2.1. Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.
- 2.2. Except as otherwise indicated, defined terms in this Amendment have the same meaning as in the Agreement.
- 2.3. This Amendment No. 2 executed by authorized representatives of Embarq and CLEC is made a part of and incorporates the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective the year and day first written above.

**EMBARQ**

By:



Name:

William E. Check

Title:

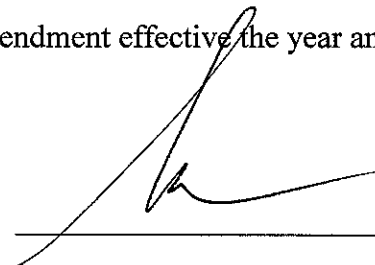
President – Wholesale Markets

Date:

12/4/06

**CLEC**

By:



Name:

Geoff Cookman

Title:

Director – Carrier Relations

Date:

11/16/2006