

**AMENDMENT NO. 5  
TO THE  
AGREEMENT  
BETWEEN  
STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION AND FRONTIER COMMUNICATIONS  
NORTHWEST INC. (FORMERLY, VERIZON NORTHWEST INC.)  
FOR 511 ROUTING SERVICE**

This is Amendment No. 5 ("Amendment No. 5") to the Agreement for 511 Routing Service (the "Agreement") between the State of Washington Department of Transportation ("Customer") and Frontier Communications Northwest Inc. ("Frontier").

Whereas, the Agreement was filed with the Washington Utilities and Transportation Commission (the "Commission") June 26, 2003 as Contract No. 1259 and made effective July 10, 2003 in Docket No. UT-031039 (Internal Tracking No. 2003-251487).

Whereas, the Agreement was modified by Amendment No. 1, fully executed between the parties on June 2, 2005 and filed with the Commission on June 6, 2005 as Contract No. 1306ICB. Amendment No. 1 was not made effective by the Commission and was superseded by Amendment No. 2.

Whereas, the Agreement was modified by Amendment No. 2, fully executed between the parties on June 17, 2005, filed with the Commission as Contract No. 1306 and made effective June 30, 2005 in Docket UT-031039 (Internal Tracking No. 2005-322108).

Whereas, the Agreement was modified by Amendment No. 3, fully executed between the parties on June 14, 2006, filed with the Commission as Contract No. 1322ICB and made effective July 11, 2006 in Docket UT-031039 (Internal Tracking No. 2006-366041).

Whereas, Verizon Northwest Inc. changed its name to Frontier Communications Northwest Inc. effective July 1, 2010.

Whereas, the Agreement was modified by Amendment No. 4, fully executed between the parties on June 7, 2007, filed with the Commission as Contract No. 1340ICB and made effective July 11, 2007 in Docket UT-031039 (Internal Tracking No. 2007-408035).

Whereas, the purpose of this Amendment No. 5 is to further extend the term of the Agreement, as amended, for a period of sixty (60) consecutive months.

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

- 1) The Agreement, as amended, will expire September 8, 2010. In order for Service to continue without interruption, this Amendment No. 5 must be fully executed (signed by both parties) and filed with the Commission no later than July 30, 2010 in order for the Commission to complete its review prior to the September 8, 2010 expiration date. As the Service under the prior agreement is not presently available in Frontier's tariff, if this Amendment No. 5 is not effective (as described in Section 2 of the Agreement and Section 4 below) by September 8, 2010, the Service must be disconnected and cannot be restored until this Amendment No. 5, or another agreement for Service, is effective.
- 2) Provided this Amendment No. 5 is made effective on or before September 8, 2010, the term of the Agreement, as amended, shall be extended on a month-to-month basis for up to sixty (60) consecutive months for the period September 9, 2010 – September 8, 2015 (the "Extended Service Period").

If this Amendment No. 5 is not fully executed and effective by September 8, 2010, and Customer has not provided Frontier with written notice to disconnect 511 Service, Customer's Service will terminate.

- 3) Service Continuation. If, at the time of expiration of the Extended Service Period, Customer indicates to Frontier in writing that it desires to negotiate a new contract or tariffed service arrangement to continue or replace the Services provided for herein, this Agreement shall automatically be extended for a period not to exceed 60 days from the end of the Extended Service Period to allow the parties to finalize a new agreement or to transition to a tariffed service arrangement. Written notice must be provided by Customer at least 30 days prior to the end of the Extended Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail.

4) When the Services supported under this Agreement are available in a Commission-effective general tariff offering by Frontier, Frontier will work cooperatively with Customer to transition the Services from the Agreement to the effective tariff. When the transition preparatory work is completed, Frontier will notify Customer that the Service is available for transition to the general tariff and will specify the date on which the transition will be completed (not less than thirty (30) business days unless agreed to by Customer in writing). The Agreement will automatically terminate when the transition is completed. There will be no early termination charges associated with the transition to the effective tariff. Once the Services have been transitioned to the tariff, they shall be governed solely by the tariff rates, terms and conditions.

5) Customer's monthly recurring charges for 511 Routing Service as set forth in the Agreement, as amended, will be as follows for the Extended Term Period:

<u>Service Item</u>	<u>Monthly Unit Rate</u>	<u>Non-Recurring Charge/Unit</u>
5-1-1 Routing Service Establishment Charge, Per Point-to Number	-0-	\$199.00*

\*Non-Recurring charges do not apply to existing Service, but will apply to changes and additions.

Notes:

These charges do not include federally mandated end user common line charges, any applicable local, state or federal fees, taxes, surcharges or other applicable tariff charges.

As this Amendment No. 5 continues currently installed Service for the specified period, the Central Office Switch Activation Charge, per Central Office Switch Translation, is not included in the Extended Term Period. Additional switch translation work required to provide the Service to the Frontier switch locations not currently noted in Section 5, Exhibit A, of the Agreement will be addressed by formal amendment to the Agreement.

6) Paragraph three of the Agreement, Notices, is deleted and replaced with the following:

**NOTICE** - Any written notice either Party may give the other concerning the subject matter of this Agreement shall be in writing and given or made by means of certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to the respective parties as follows:

To Customer: At Customer's address shown on the first page of the Agreement  
Attention: WSDOT Administrative Services Contracts Office

To Frontier: Frontier Communications Northwest Inc.  
Attention: General Manager  
1800 41<sup>st</sup> Street  
Everett, Washington, 98201

Copy to:  
Frontier Communications Corporation  
Attention: Associate General Counsel  
3 High Ridge Park  
Stamford, CT 06905

Such notice shall be deemed to have been given or made when actually received as specified above. Each Party hereto may change its address by a notice given to the other Party in the manner set forth above.

7) This Amendment No. 5, and any subsequent amendment(s), shall be filed with the Commission. This Amendment No. 5 (and any subsequent amendment(s)) shall become effective on either (a) the thirty-first (31<sup>st</sup>) calendar day after the date of such filing, unless this Amendment No. 5 (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.

5 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. 5 to be executed by their duly authorized representatives.

STATE OF WASHINGTON DEPARTMENT OF  
TRANSPORTATION ("CUSTOMER")

Bill Ford  
Authorized Signature

Bill Ford, Assistant Secretary, Administrative Operations  
Title

7-28-10  
Date

FRONTIER COMMUNICATIONS NORTHWEST INC.  
("FRONTIER")

Keith Nelson  
Authorized Signature

Keith Nelson - Frontier 13 Contracts Admin.  
Title

7-30-2010  
Date