

**AMENDMENT TO AGREEMENT
CONCERNING THE OPERATION OF THE
WASHINGTON DATA DISTRIBUTION CENTER**

THIS AMENDMENT (the "Amendment") **IS TO THE AGREEMENT CONCERNING THE OPERATION OF THE WASHINGTON DATA DISTRIBUTION CENTER** ("Agreement") and is entered into this 14 day of October, 2015 by and among the Washington Exchange Carrier Association ("WECA"), Qwest Corporation, d/b/a CenturyLink QC¹ and United Telephone Company of the Northwest, d/b/a CenturyLink (collectively "CTL"), Frontier Northwest Incorporated ("FTR")² and Craig J. Phillips, CPA ("Phillips").

RECITALS

1. WECA, CTL's predecessor and FTR's predecessor entered into the Agreement on or about the 16th day of May 1996, to set out various responsibilities for the operation of the Data Distribution Center ("DDC"). United Telephone Company of the Northwest subsequently became a party to the Agreement.
2. WECA desires to terminate its involvement as Administrator of the DDC.
3. Phillips desires to take on the role of Administrator of the DDC.
4. Transfer from WECA to Phillips of the role of Administrator of the DDC is acceptable to CTL and FTR.
5. The purpose of this Amendment is to recognize the transfer of DDC Administrator responsibilities from WECA to Phillips.

AGREEMENT

1. The reference to WECA in the Agreement shall remain in effect, except as set forth in this Amendment, and those provisions of the Agreement for the benefit of WECA that, either explicitly or by their nature should survive termination, such as is set out in Section 12.5 of the Agreement, shall survive termination of WECA's participation as Administrator.
2. Articles 3, 4, 5, and 8, and Sections 9.3, 9.5, 13.3 and 15.1 of the Agreement shall be deemed amended to substitute Phillips for WECA in those provisions. The substitution shall not occur for those phrases which are intended to refer to WECA's member

¹ Qwest Corporation, d/b/a CenturyLink QC is successor to U S West Communications, Inc.

² Frontier Northwest Incorporated is successor to GTE Northwest Incorporated.

companies, such as, but not limited to, "WECA's members" or "member of WECA" and terms of like import.

3. References in the Agreement to USWC or USW-T shall be deemed to refer to CTL and references in the Agreement to GTENW shall be deemed to refer to FTR.
4. In Section 13.1 of the Agreement, Phillips is hereby added as an indemnitee.
5. The notice provisions of Section 16.9 of the Agreement are hereby amended to add reference to Phillips and to modify the addresses for WECA, CTL and FTR to be as follows:

Washington Exchange Carrier Association
c/o Richard A. Finnigan
2112 Black Lake Boulevard SW
Olympia, Washington 98512

CenturyLink
Director Wholesale Contracts
930 15th Street, 6th Floor
Denver, Colorado 80202

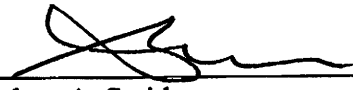
Frontier Northwest Incorporated
George Thomson
Assistant General Counsel
1800 S. 41st Street, Suite N-100
Everett, Washington 98203

Craig J. Phillips, CPA
6404 NW 170th Circle
Ridgefield, Washington 98642

6. Nothing contained in this Amendment shall be construed to authorize any charge to any WECA member for the performance by the DDC of its duties under the Agreement or for the distribution of DDC message records to any WECA member, which functions shall be and remain free of charge to all WECA members.
7. This Amendment shall become effective on the thirty-first day following its approval by the Washington Utilities and Transportation Commission if approved unconditionally, or, if approved by the Washington Utilities and Transportation Commission subject to conditions, upon the thirty-first day following the last day of the written acceptance of all such conditions by each of the Parties hereto.
8. This Amendment may be executed in counterparts, all of which, taken together, shall comprise one and the same agreement. Any signature to this Amendment transmitted among the parties by means of facsimile transmission or in .pdf format as an e-mail attachment shall have the same effect as an original signature.

Entered into the date first set forth above.

**WASHINGTON EXCHANGE CARRIER
ASSOCIATION**

By: 
Robert A. Smith
President

Date: 10-12-15

FRONTIER NORTHWEST INCORPORATED

By: _____
Cathy Dahlquist
Regulatory & External Affairs Manager

Date: _____

**QWEST CORPORATION, D/B/A CENTURYLINK
QC AND UNITED TELEPHONE COMPANY OF
THE NORTHWEST, D/B/A CENTURYLINK**

By: _____
Mark S. Reynolds
Vice President, Regional Regulatory &
Legislative Affairs

Date: _____

CRAIG J. PHILLIPS, CPA

Date: _____

Entered into the date first set forth above.

**WASHINGTON EXCHANGE CARRIER
ASSOCIATION**

By: _____
Robert A. Smith
President

Date: _____

FRONTIER NORTHWEST INCORPORATED



By: _____
Cathy Dahlquist
Regulatory & External Affairs Manager

Date: October 12, 2015

**QWEST CORPORATION, D/B/A CENTURYLINK
QC AND UNITED TELEPHONE COMPANY OF
THE NORTHWEST, D/B/A CENTURYLINK**

By: _____
Mark S. Reynolds
Vice President, Regional Regulatory &
Legislative Affairs

Date: _____

CRAIG J. PHILLIPS, CPA

Date: _____

Entered into the date first set forth above.

**WASHINGTON EXCHANGE CARRIER
ASSOCIATION**

By: _____
Robert A. Smith
President

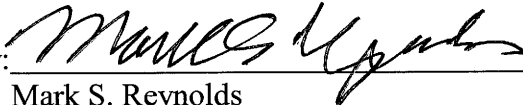
Date: _____

FRONTIER NORTHWEST INCORPORATED

By: _____
Cathy Dahlquist
Regulatory & External Affairs Manager

Date: _____

**QWEST CORPORATION, D/B/A CENTURYLINK
QC AND UNITED TELEPHONE COMPANY OF
THE NORTHWEST, D/B/A CENTURYLINK**

By: 
Mark S. Reynolds
Vice President, Regional Regulatory &
Legislative Affairs

Date: 10-14-2015

CRAIG J. PHILIPS, CPA

Date: _____

Entered into the date first set forth above.

**WASHINGTON EXCHANGE CARRIER
ASSOCIATION**

By: _____
Robert A. Smith
President

Date: _____

FRONTIER NORTHWEST INCORPORATED

By: _____
Cathy Dahlquist
Regulatory & External Affairs Manager


Date: _____

**QWEST CORPORATION, D/B/A CENTURYLINK
QC AND UNITED TELEPHONE COMPANY OF
THE NORTHWEST, D/B/A CENTURYLINK**

By: _____
Mark S. Reynolds
Vice President, Regional Regulatory &
Legislative Affairs

Date: _____

CRAIG J. PHILLIPS, CPA



Date: 10/12/15