

## AMENDMENT NO. 1

to

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

between

Tel West Communications and United Telephone Company of the Northwest

This Amendment No. 1 to the Interconnection, Collocation and Resale Agreement ("Agreement") entered into on this 20<sup>th</sup> day of July, 2005 is between Tel West Communications, L.L.C. ("CLEC") and United Telephone Company of the Northwest ("Sprint"). Except as otherwise indicated, defined terms in this Amendment have the same meaning as in the Agreement.

1. Background

- 1.1 Tel West and Sprint entered into the Agreement July 1, 2005.
- 1.2 There are no other Amendments to the Agreement.
- 1.3 Sprint and Tel West agree to modify the Agreement as set forth in this Amendment No. 1.

2. In consideration of the promises and agreements contained in this Amendment No. 1, the parties agree as follows:

2.1 Section 6.2 of the original Agreement is deleted and replaced by the following:

- 6.2** In the event that this Agreement expires under §6.1, and at the time of expiration, the Parties are negotiating under §252(a) of the Act then, at the request of either Party, the Parties shall provide each other interconnection services after the End Date under the same terms as the expired Agreement. Service under these terms will continue in effect only until the earlier to occur of (i) one year from the End Date, or (ii) the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, approving an agreement resulting from the resolution of the issues set forth in such arbitration request.

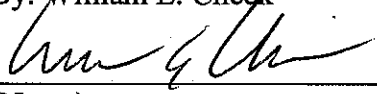
3. Other

- 3.1 This Amendment No. 1 may be executed where indicated below either by an original signature of a duly authorized representative of each Party or by a facsimile of such a signature.
- 3.2 Except as amended herein, the Agreement shall remain in full force and effect.
- 3.3 This Amendment is hereby incorporated into and made a part of the Agreement and will expire on the termination date of the Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Amendment No. 1 to be executed by its duly authorized representatives.

**SPRINT**

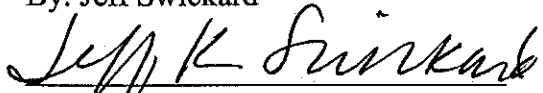
By: William E. Cheek

  
\_\_\_\_\_  
(Name)

Assistant Vice President  
Strategic Sales & Account Management

**TEL WEST**

By: Jeff Swickard

  
\_\_\_\_\_  
(Name)

President