

**INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT**

**FOR THE STATE OF WASHINGTON**

**Metropolitan Telecommunications of Washington, Inc. d/b/a MetTel**

**and**

**United Telephone Company of the Northwest d/b/a Embarq**

This Interconnection, Collocation and Resale Agreement ("Agreement"), dated September 1, 2009, is entered into by between Metropolitan Telecommunications of Washington, Inc. d/b/a MetTel ("CLEC") a Washington CLEC, and United Telephone Company of the Northwest d/b/a Embarq ("Embarq"), an Oregon corporation, to establish the rates, terms and conditions for local interconnection, collocation, and the purchase of unbundled network elements for the state of Washington. Embarq and CLEC may be referred to individually as a "Party" and together as the "Parties."

**NOW THEREFORE**, the Parties agree as follows:

**1. CONDITIONS**

The Parties agree that the Agreement between the Parties shall consist of the Interconnection, Collocation and Resale Agreement for the State of Washington entered into by and between Embarq and Granite Telecommunications, LLC, dated November 17, 2008 ("Adopted Agreement").

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

**2. PARTIES:**

CLEC is hereby substituted in the Adopted Agreement for Granite Telecommunications, LLC. Embarq shall remain as the other Party to the Adopted Agreement. Except as modified herein, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

**3. TERM:**

The End Date of this Agreement is November 17, 2010, which corresponds with the End Date of the Adopted Agreement.

4. **NOTICES:**

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

If to        Director, Contract Management  
Embarq:    Embarq  
              9300 Metcalf  
              KSOPKB0402-413  
              Overland Park, KS 66212

If to        David Aronow  
CLEC:       President  
              Metropolitan Telecommunications  
              44 Wall Street, 6<sup>th</sup> Floor  
              New York, NY 10005  
              (Tel) 212-607-2003  
              (fax) 212-635-5074  
              email: daronow@mettel.net

With a      Senior Attorney  
copy to:    Embarq External Affairs  
              902 Wasco St.  
              MS: ORHDRA04-436  
              Hood River, OR 97031

With a      Andoni Economou  
copy to:    Executive Vice President  
              Metropolitan Telecommunications  
              44 Wall Street, 6<sup>th</sup> Floor  
              New York, NY 10005  
              (Tel) 212-607-2004  
              (Fax) 212-635-5074  
              email: aeconomou@mettel.net

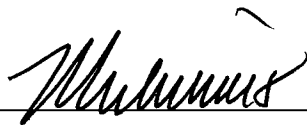
5. **MISCELLANEOUS**

- 5.1 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 this Agreement and the Adopted Agreement, this Agreement will control.
- 5.2. This Agreement, executed by authorized representatives of Embarq and CLEC, is made a part of and incorporates the terms and conditions of this Agreement and the Adopted Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

“Embarq”

By:



Name :

Michael R. Hunsucker

Title:

Director, Contract Management

Date:

9-10-09

“CLEC”

By:



Name:

David Aronow

Title:

President

Date:

8-24-09