

- 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.~~ *KDN 8/1/10*

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 41st 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 (31st) 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.