

AMENDMENT NO. 3
TO THE AGREEMENT
BETWEEN
[REDACTED] AND FRONTIER COMMUNICATIONS NORTHWEST INC.,
FORMERLY, VERIZON NORTHWEST INC.

This is Amendment No. 3 ("Amendment No. 3") to the Agreement for Integrated Service Digital Network (ISDN) Primary Rate Interface (PRI) and Direct Inward Dialing (DID) Service (the "Agreement") between [REDACTED] ("Customer") and Frontier Communications Northwest Inc., formerly Verizon Northwest Inc.

Whereas, the Agreement was filed with the Washington Utilities and Transportation Commission (the "Commission") August 8, 2007 and made effective September 9, 2007 in Docket No. UT-071648 (Frontier Internal Tracking No. 2007-409081).

Whereas, the parties agreed to extend the Service Period under Amendment No. 1 (filed July 15, 2010 and made effective September 9, 2010 in Docket No. UT-071648 (Frontier Internal Tracking No. 2010-515353)); and,

Whereas, the parties agreed to include a technology upgrade provision in Amendment No. 2 (filed September 23, 2011 and made effective October 28, 2011 in Docket No. UT-071648 (Frontier Internal Tracking No. 2011-519117)); and,

Whereas, the parties wish to further extend the term period of the Agreement.

NOW, THEREFORE, the parties agree as follows:

- 1) The Agreement will expire September 8, 2012. Provided this Amendment No. 3 is fully executed and effective on or before September 8, 2012, the term of the Agreement, as amended, shall be extended for twelve (12) consecutive months for the period September 9, 2012 – September 8, 2013 (the "Extended Service Period").

Customer may elect to extend the term of the Agreement, as amended, at the end of the Extended Service Period for one additional twelve (12) month period at the same rates, terms and conditions, with sixty (60) days advance written notice to Frontier.

If this Amendment No. 3 is not fully executed and effective by September 8, 2012, and Customer has not provided Frontier with written notice to disconnect ISDN PRI and DID Service, Customer's Service will terminate.

- 2) Customer's monthly recurring charges for ISDN PRI as set forth in Exhibit A and DID Service as set forth in Exhibit B of the Agreement will remain in effect for the Extended Term Period.
- 3) This Amendment No. 3, and any subsequent amendment(s), shall be filed with the Commission. This Amendment No. 3 (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. 3 (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. 3 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. 3 to be executed by their duly authorized representatives.

[REDACTED]

Authorized Signature
Sr. Director

Title
August 23, 2012

Date

FRONTIER COMMUNICATIONS NORTHWEST INC.
("FRONTIER")

[Signature]

Authorized Signature

Title
VICE PRESIDENT

Date
8-27-2012