

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

Verizon Northwest Inc., f/k/a GTE Northwest Incorporated

and

Qwest Corporation, f/k/a U S WEST Communications, Inc.

This Amendment No. 2 (this "Amendment") shall be deemed effective on November 1, 2005 (the "Amendment Effective Date") by and between Verizon Northwest Inc., f/k/a GTE Northwest Incorporated ("Verizon"), a Washington corporation with offices at 1800 41st Street, Everett, Washington 98201, and Qwest Corporation, f/k/a U S WEST Communications, Inc., ("Qwest"), a Colorado corporation with offices at 1801 California Street, Denver, Colorado 80202. (Verizon and Qwest may be hereinafter referred to individually as a "Party" and collectively as the "Parties"). This Amendment covers services in the State of Washington (the "State").

WITNESSETH:

WHEREAS, Verizon and Qwest are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), with an effective date of June 30, 1997 (the "Agreement"); and

WHEREAS, the Parties have agreed to amend the Agreement to address the matters set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendments to Agreement. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other provision of the Amended Agreement, a Verizon tariff, a Qwest tariff, a Verizon Statement of Generally Available Terms and Conditions ("SGAT") or a Qwest SGAT.

The following paragraph is added to the Amended Agreement as Section 4.4.4:

- 4.4.4 The Parties acknowledge that Verizon does not currently have the ability, on an automated basis, to bill Qwest for Transit Traffic services provided by Verizon to Qwest in the State of Washington. As such, to operationalize Verizon's right to bill (and Qwest's obligation to pay) for Transit Traffic services provided under the Agreement, from and after November 1, 2005, the Parties have developed a factor based on a good faith study of actual usage to reflect the actual mutual exchange of Transit Traffic (which, for the avoidance of any doubt, is between the Parties), which factor shall be applied to Qwest's charges for Transit Traffic services in order to account for Verizon's charges for Transit Traffic services that Verizon provides to Qwest. To that end and, for the avoidance of any doubt, the Parties hereby agree that based on the study of actual usage the charges for Transit Traffic services that Verizon provides to Qwest shall equal ten percent

(10%) of the charges for Transit Traffic services that Qwest provides to Verizon; provided, however, that upon developing and implementing the capability, on an automated basis, to bill Qwest for Transit Traffic services provided by Verizon to Qwest under the Agreement, Verizon shall provide thirty (30) days written notice to Qwest of its intent to begin billing Qwest, on an automated basis, for Transit Traffic services (and shall cease applying the foregoing good faith factor). Verizon's notice will include a description of Verizon's automated billing process and a sample bill. In order to effectuate the foregoing, until Verizon provides such notice and begins such automated billing, Qwest will provide monthly credits to Verizon on Qwest's Transit Traffic service bills to Verizon equal to ten percent (10%) of Qwest's charges therefor. In the event that Verizon's and/or Qwest's legally effective rate(s) for Transit Traffic services under the Agreement change after the Amendment Effective Date, the Parties may agree in writing to change the good faith factor to reflect such rate change(s). Further, in the event that Verizon has not begun automated billing by November 1, 2006, the Parties may, on November 1, 2006 and on November 1st of each year thereafter (if Verizon has not, by such date(s), begun automated billing), mutually agree in writing to change the good faith factor on a prospective basis only, based on a study of actual Transit Traffic exchanged between the Parties.

2. Miscellaneous Provisions.

2.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

2.2 Definitions. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.

2.3 Continuing Obligation. For a period of two (2) years after the Amendment Effective Date, the Parties shall be under a continuing obligation to include the provisions of Section 4.4.4 of the Amended Agreement, as set forth in Paragraph 1 of this Amendment, in any additional or replacement interconnection agreements that go into effect between the Parties (whether by way of negotiation, arbitration, adoption or otherwise), and hereby irrevocably and unconditionally waive, during such two (2) year period, any rights they may have under applicable law to (i) exercise change of law provisions, (ii) opt into different contracts or contract terms (which, for purposes of this clause includes terms generally made available by Verizon or Qwest (e.g., in a SGAT or in a tariff)), or (iii) negotiate or arbitrate any of the matters addressed by the provisions of Section 4.4.4 of the Amended Agreement, as set forth in Paragraph 1 of this Amendment, if the effect of any of the foregoing actions would be to change or create a conflict with the provisions of Section 4.4.4 of the Amended Agreement, as set forth in Paragraph 1 of this Amendment.

2.4 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

2.5 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

2.6 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.

2.7 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.

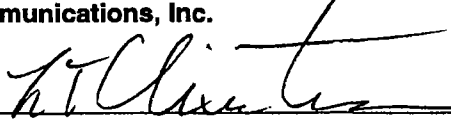
2.8 Amendments. No amendment or modification shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.

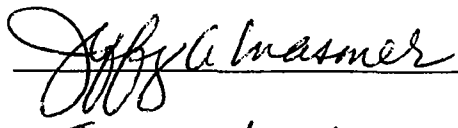
2.9 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right of remedy available under this Amendment or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date shown above.

**Qwest Corporation, f/k/a U S WEST
Communications, Inc.**

**Verizon Northwest Inc., f/k/a GTE Northwest
Incorporated**

By: 

By: 

Printed: LT Christensen

Printed: JEFFREY A. MASONER

Title: Director

Title: VP - V2 PARTNER SOLUTIONS

Date: 3/30/06

Date: 4/7/06