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Amendment No. 6
To
Service Agreement 2004-282599
Between
Verizon Northwest Inc. and [REDACTED]

This is Amendment No. 6 to the Agreement between Verizon Services Corp. on behalf of Verizon Northwest Inc., with its principal office at 1800 41st Street, Everett, WA 98201 and [REDACTED] (Customer) located at [REDACTED] and amends the Agreement for the provision of OC48 Enhanced Dedicated SONET Ring (EDSR) (the Service) which was filed with the Washington Utilities and Transportation Commission (Commission) on October 13, 2004 as Contract No.1285ICB, and made effective by Docket No. UT-041835 on November 12, 2004 (the "Agreement"). The following amendments to the Agreement have been previously filed with the Commission:

Amendment	Filing Date	Contract No.	Docket No.	Effective Date
Amendment No. 1	Dec. 22, 2004	12921ICB	UT-041835	Jan. 22, 2005
Amendment No. 2	Mar. 16, 2005	12971ICB	UT-041835	Apr. 15, 2005
Amendment No. 3	May 16, 2006	1305ICB	UT-041835	May 24, 2005
Amendment No. 4	Aug. 10, 2005	1309ICB	UT-041835	Sept. 9, 2005
Amendment No. 5	Nov. 10, 2005	1311ICB	UT-041835	Dec. 10, 2005

Verizon has been notified by the Customer that, due to its changing business needs, Customer needs two additional Enhanced OC48 Nodes installed, one (1) on EDSR Ring #1 at its [REDACTED] location and one (1) on EDSR Ring #2 at its [REDACTED] location, addresses not previously included in the Agreement as thus far amended. Both additional Enhanced OC48 Node installations will be on a collapsed entrance offering no diversity and are not expected to need any specially constructed facilities. If Customer requests diversity for the additional Enhanced OC-48 Node(s), or if any specially constructed facilities are needed, such additional work and charges would be addressed in a formal amendment as set out in Section 5.d of Exhibit A of the Agreement. Customer may purchase EDSR Ports for use with the additional Enhanced OC48 Nodes pursuant to the rates, terms and conditions of the Agreement. Therefore, pursuant to terms and conditions of the Agreement, Customer and Verizon hereby agree to further amend the Agreement as follows:

- Section 1, Services and Quantity Commitments, of Exhibit A of the Agreement is amended to revise Rate Table of the Service Description to add the additional Enhanced OC48 Nodes to EDSR Rings #1 and #2 and revise the Transport to show the following:

Enhanced Dedicated SONET Ring	Initial	Monthly	Total
	Quantity	Unit Rate	MRC
EDSR Ring #1:			Q * Unit Rate
Nodes and Transport -- 3 Year Term:			
Enhanced OC48 Node @ Redmond CO	1	\$4,800.00	\$4,800.00
Enhanced OC48 Node @ [REDACTED]	1	\$4,800.00	\$4,800.00
Enhanced OC48 Node @ [REDACTED]	1	\$4,800.00	\$4,800.00
Enhanced OC48 Node @ [REDACTED]	1	\$4,800.00	\$4,800.00

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Enhanced OC48 Node @ [REDACTED]	1	\$4,800.00	\$4,800.00
Enhanced OC48 Node @ [REDACTED]	1	\$4,800.00	\$4,800.00
Transport for original ring	1	\$2,250.00	\$2,250.00
Custom Connect OC3 Node at Redmond CO	2	Included	Included
DS1 Rider	168	Included	Included
Transport for additional Kirkland OC48 Node *	1	\$2,250.00	\$2,250.00
Total Nodes and Transport			\$33,300.00
EDSR SONET Ring #2:			
Enhanced OC48 Node @ Redmond CO	1	Included	Included
Enhanced OC48 Node @ [REDACTED]	1	\$4,800.00	\$4,800.00
Enhanced OC48 Node @ [REDACTED]	1	\$4,800.00	\$4,800.00
Enhanced OC48 Node @ [REDACTED]	1	\$4,800.00	\$4,800.00
Enhanced OC48 Node @ [REDACTED]	1	\$4,800.00	\$4,800.00
Transport for original ring	1	\$2,700.00	\$2,700.00
Transport for additional [REDACTED] OC48 Node	1	\$1,350.00	\$1,350.00
TOTAL Nodes, Transport & Ports			\$23,250.00

* Subject to specific Termination Charges separate from original ring; see below.

2. Section 6, Locations, of Exhibit A of the Agreement is amended to revise the listed locations to read:

Ring Design #1:

[REDACTED] Redmond WA
 [REDACTED] Redmond WA
 [REDACTED] Bellevue WA

 [REDACTED] Kirkland, WA

 [REDACTED] Redmond, WA
 7311 148th Avenue NE, Redmond WA (Verizon CO)

Ring Design #2

[REDACTED] Redmond WA
 [REDACTED] Redmond WA

 Redmond WA
 7311 148th Avenue NE, Redmond WA
 (Verizon CO)
 [REDACTED]
 Redmond, WA

3. In-Service Date and Early Termination Charges For the Additional Enhanced OC-48 Nodes.

The additional Enhanced OC48 Nodes will be deemed placed in-service when, after the effective date defined below, Verizon has completed its provisioning and the new Enhanced OC48 Service Nodes are available for use by the Customer, a date likely to be in contract year two (or months 13-24 of the term) of the Agreement. The two additional Enhanced OC-48 Nodes do not need to be placed in-service simultaneously; the in-service date for each may be different. The additional Enhanced OC48 Service Nodes and Amendment No. 6 will be coterminous with the other Services already installed and the overall term period of the Agreement. The additional enhanced OC48 Service Nodes shall be subject to Termination Charges, as defined in Exhibit A to the Agreement. Since this term of the Agreement has already commenced and this additional Service will be coterminous with the overall term period of the Agreement, if either of these additional



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Enhanced OC48 Nodes is terminated during contract year two (or months 13-24 of the term), early termination charges for the terminated Enhanced OC48 Node(s) respectively will be equal to 100% of the applicable monthly rate for the remainder of contract year two plus 25% of the applicable monthly rate for contract year three (or months 25-36 of the term). If termination occurs during the third (and final) contract year, early termination charges for the terminated Enhanced OC48 Node(s) respectively will be 25% of the applicable monthly rate for the remaining months in contract year three.

4. In order for this Amendment No. 6 (Service and price) to be valid, it must be fully executed on or before May 10, 2006. This additional Service may not be provided until approved by the Commission.
5. This Amendment shall be filed with the Washington Utilities and Transportation Commission (Commission). This Amendment shall become effective on either (a) the thirty-first (31st) calendar day after the date of such filing, unless this 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 Agreement, as amended, 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 ORIGINAL RATES, TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS HEREOF, the parties have caused this Amendment to be executed by their duly authorized representative below.

BY: [REDACTED]
Name: [REDACTED]
Title: Director
Date: Feb 10 2005

VERIZON NORTHWEST INC.

BY: Suleiman Hessami SKS
Name: Suleiman Hessami
VP Pricing/Contract Management
Title: _____
Date: 2-14-06

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