

AMENDMENT NO. 1
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
VERIZON NORTHWEST INC., F/K/A GTE NORTHWEST INCORPORATED
AND
TIME WARNER TELECOM OF WASHINGTON LLC

This Amendment No. 1 (this "Amendment") shall be deemed effective on July 1, 2007 (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, WA 98201, and Time Warner Telecom of Washington LLC ("TWTC"), a Delaware limited liability company with offices at 10475 Park Meadows Dr., Littleton, CO 80124. (Verizon and TWTC may be hereinafter referred to individually as a "Party" and collectively as the "Parties"). This Amendment only covers the services addressed herein that Verizon provides in its operating territory in the State of Washington (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated October 5, 2000 (the "Adoption Letter"), TWTC adopted in the State of Washington, the terms of the interconnection agreement between Electric Lightwave, Inc. and Verizon that was approved by the Washington Utilities & Transportation Commission (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Agreement"); and

WHEREAS, TWTC has requested that the Parties 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. Amendment to Agreement. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment (including, without limitation, Exhibit 1 attached hereto), all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Agreement, a Verizon Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").
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 condition 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 Capitalization. Capitalized terms used and not otherwise defined in this Amendment have the meanings set forth in the Agreement.
- 2.3 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.
- 2.4 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 condition of this Amendment.
- 2.5 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 Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
- 2.6 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.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or 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.
- 2.9 Definitions. Notwithstanding any other provision in the Agreement, this Amendment or any Verizon Tariff or SGAT, the following terms, as used in this Amendment, shall have the meanings set forth below:

2.9.1 Applicable Law.

All effective laws, government regulations and government orders, applicable to each Party's performance of its obligations under this Amendment. For the avoidance of any doubt, when used in relation to unbundled Network Elements or Combinations of unbundled Network Elements, the term "Applicable Law" means the Federal Unbundling Rules.

2.9.2 ASR (Access Service Request).

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

2.9.3 ATIS.

The Alliance for Telecommunications Industry Solutions.

2.9.4 BFR (Bona Fide Request).

The process described in the Network Element Attachment of Exhibit 1 to this Amendment that prescribes the terms and conditions relating to a Party's request that the other Party provide a UNE that it is not otherwise required to provide under the terms of this Amended Agreement.

2.9.5 Calendar Quarter.

January through March, April through June, July through September, or October through December.

2.9.6 Central Office.

An End Office or Tandem. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.9.7 Commission.

Washington Utilities & Transportation Commission.

2.9.8 CPNI (Customer Proprietary Network Information).

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.9.9 Customer.

A third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties.

2.9.10 Dedicated Transport.

A DS0-, DS1-, or DS3-capacity transmission facility between Verizon switches (as identified in the LERG) or UNE Wire Centers, within a LATA, that is dedicated to a particular end user or carrier. Dedicated Transport is sometimes referred to as dedicated interoffice facilities ("IOF"). Dedicated Transport does not include any facility that does not connect a pair of Verizon UNE Wire Centers.

2.9.11 Discontinued Facility.

Any facility, element, arrangement or the like that the Federal Unbundling Rules do not require Verizon to provide on an unbundled basis to TWTC, whether because the facility was never subject to an

unbundling requirement under the Federal Unbundling Rules, because the facility by operation of law has ceased or ceases to be subject to an unbundling requirement under the Federal Unbundling Rules, or otherwise.

2.9.12 DS0 (Digital Signal Level 0).

The 64kbps zero-level signal in the time-division multiplex hierarchy.

2.9.13 DS1 (Digital Signal Level 1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.9.14 DS1 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 1.544 Mbps.

2.9.15 DS3 (Digital Signal Level 3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.9.16 DS3 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 44.736 Mbps.

2.9.17 DS3 Loop.

A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving UNE Wire Center and the demarcation point at the end user customer's premises, suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). This Loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS3 Loop requires the electronics necessary to provide the DS3 transmission rate.

2.9.18 EMI (Exchange Message Interface).

Standard used for the interexchange of telecommunications message information between local exchange carriers and interexchange carriers for billable, non-billable, sample, settlement and study data. Data is provided between companies via a unique record layout that contains Customer billing information, account summary and tracking analysis. EMI format is contained in document SR-320 published by ATIS.

2.9.19 End Office.

A switching entity that is used for connecting lines to lines or lines to trunks for the purpose of originating/terminating calls. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.9.20 FCC.

The Federal Communications Commission.

2.9.21 FCC Regulations.

The unstayed, effective regulations promulgated by the FCC, as amended from time to time.

2.9.22 Federal Unbundling Rules.

Any lawful requirement to provide access to unbundled Network Elements or Combinations of unbundled Network Elements that is imposed upon Verizon by the FCC pursuant to both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Any reference in this Amendment to "Federal Unbundling Rules" shall not include an unbundling requirement if the unbundling requirement does not exist under both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

2.9.23 FTTP Loop.

A Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in an end user's serving End Office to the demarcation point at the end user's customer premises or to a serving area interface at which the fiber optic cable connects to copper or coaxial distribution facilities that extend to the end user's customer premises demarcation point, provided that all copper or coaxial distribution facilities extending from such serving area interface are not more than 500 feet from the demarcation point at the respective end users' customer premises; provided, however, that in the case of predominantly residential multiple dwelling units (MDUs), an FTTP Loop is a Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in the End Office that serves the multiunit premises: (a) to or beyond the multiunit premises' minimum point of entry (MPOE), as defined in 47 C.F.R. § 68.105; or (b) to a serving area interface at which the fiber optic cable connects to copper or coaxial distribution facilities that extend to or beyond the multiunit premises' MPOE, provided that all copper or coaxial distribution facilities extending from such serving area interface are not more than 500 feet from the MPOE at the multiunit premises.

2.9.24 Hybrid Loop.

A Loop composed of both fiber optic cable and copper wire or cable. An FTTP Loop is not a Hybrid Loop.

2.9.25 IDLC (Integrated Digital Loop Carrier).

A subscriber Loop carrier system that integrates within the switch at a DS1 level, which is twenty-four (24) Loop transmission paths combined into a 1.544 Mbps digital signal.

2.9.26 Inside Wire or Inside Wiring.

All wire, cable, terminals, hardware, and other equipment or materials, on the Customer's side of the Rate Demarcation Point.

2.9.27 Interconnection Wire Center.

A building or portion thereof which serves as the premises for one or more End Offices, Tandems and related facilities.

2.9.28 LATA (Local Access and Transport Area).

Shall have the meaning set forth in the Act.

2.9.29 Loop.

A transmission path that extends from a Main Distribution Frame or functionally comparable piece of equipment in a Customer's serving End Office, to the Rate Demarcation Point (or NID if installed at the Rate Demarcation Point) in or at the Customer's premises. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

2.9.30 LSR (Local Service Request).

An industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold Telecommunications Services and Network Elements.

2.9.31 MDF (Main Distribution Frame).

The primary point at which outside plant facilities terminate within an Interconnection Wire Center, for interconnection to other Telecommunications facilities within the Interconnection Wire Center. The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.

2.9.32 Mobile Wireless Services.

Any mobile wireless Telecommunications Service, including any commercial mobile radio service.

2.9.33 Network Element.

Shall have the meaning stated in the Act.

2.9.34 NID (Network Interface Device).

The Verizon provided interface terminating Verizon's Telecommunications network on the property where the Customer's service is located at a point determined by Verizon. The NID contains an FCC Part 68 registered jack from which Inside Wire may be connected to Verizon's network.

2.9.35 Packet Switched.

Routing or forwarding of packets, frames, cells, or other data units

based on address or other routing information contained in the packets, frames, cells or other data units, or functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper Loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the Loops; and the ability to combine data units from multiple Loops onto one or more trunks connecting to a packet switch or packet switches.

2.9.36 Qualifying UNE.

An unbundled Network Element or a combination of unbundled Network Elements obtained, pursuant to the Federal Unbundling Rules, under the Amended Agreement or a Verizon UNE Tariff.

2.9.37 Qualifying Wholesale Services.

Wholesale services obtained from Verizon under a Verizon access Tariff or a separate wholesale agreement.

2.9.38 Rate Demarcation Point.

The physical point in a Verizon provided network facility at which Verizon's responsibility for maintaining that network facility ends and the Customer's responsibility for maintaining the remainder of the facility begins, as set forth in the Amended Agreement, Verizon's applicable Tariffs, if any, or as otherwise prescribed under Applicable Law.

2.9.39 Service.

Any Interconnection arrangement, Network Element, Telecommunications Service, collocation arrangement, or other service, facility or arrangement, offered by a Party under the Amended Agreement.

2.9.40 Tandem.

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Offices and between and among End Offices and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.9.41 Tariff.

2.9.41.1 Any applicable Federal or state tariff of a Party, as amended from time to time; or

2.9.41.2 Any standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service.

The term "Tariff" does not include any Verizon Statement of Generally Available Terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

2.9.42 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

2.9.43 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.9.44 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.9.45 Triennial Review Remand Order (TRRO).

The FCC's Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released on February 4, 2005.

2.9.46 UDLC (Universal Digital Loop Carrier).

UDLC arrangements consist of a Central Office Terminal and a Remote Terminal located in the outside plant or at a Customer premises. The Central Office and the Remote Terminal units perform analog to digital conversions to allow the feeding facility to be digital. UDLC is deployed where the types of services to be provisioned by the systems cannot be integrated such as non-switched services and UNE Loops.

2.9.47 UNE Wire Center.

Shall have the same meaning as "Wire Center" set forth in 47 C.F.R. § 51.5.

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

**TIME WARNER TELECOM OF WASHINGTON
LLC
By: TIME WARNER TELECOM HOLDINGS INC.,
its sole member**

VERIZON NORTHWEST INC.

By: Tina Davis

By: Jeffrey A. Masoner

Printed: Tina Davis

Printed: Jeffrey A. Masoner

Title: Sr. Vice President and Deputy General
Counsel _____

Title: Vice President – Interconnection Services

Date: 9/11/2007

Date: 9/17/07

PRICING ATTACHMENT TO AMENDMENT NO. 1

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Charges for Services shall be as stated in this Section 1 of this Attachment.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in Verizon's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Exhibit A to this Pricing Attachment. For rate elements provided in Exhibit A to this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Amendment Effective Date. When Verizon finishes developing such a Charge, Verizon shall notify TWTC in writing of such Charge in accordance with, and subject to, the notices provisions of the Amended Agreement and thereafter shall bill TWTC, and TWTC shall pay to Verizon, for Services provided under this Amendment on the Amendment Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to TWTC pursuant to this Section 1.4 shall be deemed to be a part of Exhibit A to this Pricing Attachment immediately after Verizon sends such notice to TWTC and thereafter.
- 1.5 The Charges stated in Exhibit A to this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Exhibit A to this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in the Amended Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be Verizon's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. [This Section Intentionally Left Blank]

3. [This Section Intentionally Left Blank]

4. [This Section Intentionally Left Blank]

5. Regulatory Review of Prices

Notwithstanding any other provision of the Amended Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Exhibit A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

EXHIBIT A
APPENDIX A TO THE PRICING ATTACHMENT¹
(WASHINGTON)
V1.14

I. Prices for Unbundled Network Elements²

Monthly Recurring Charges

Local Loop

DS-1 Loop

Zone 1	\$	102.16⊕
Zone 2	\$	139.56⊕
Zone 3	\$	239.35⊕
Zone 4	\$	339.26⊕
Zone 5	\$	239.93⊕

DS-3 Loop – Statewide Average \$ 749.84⊕

Supplemental Features

DS1 Clear Channel Capability \$ 10.00

¹ This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like that Verizon is not required to provide under Section 251 of the Act). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction. In addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and TWTC shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

² For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and TWTC shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

Dedicated Transport Facilities

Interoffice Dedicated Transport:		
IDT DS0 Transport Facility per ALM	\$	0.13⊕
IDT DS0 Transport Termination	\$	15.86⊕
IDT DS1 Transport Facility per ALM	\$	3.13⊕
IDT DS1 Transport Termination	\$	19.70⊕
IDT DS3 Transport Facility per ALM	\$	16.80⊕
IDT DS3 Transport Termination	\$	118.34⊕
Multiplexing (Dedicated Transport):		
DS1 to Voice Multiplexing	\$	315.89⊕
DS3 to DS1 Multiplexing	\$	651.14⊕
DS1 Clear Channel Capability	\$	10.00

EEL Loop Testing

2-Wire Analog Test Charge	\$	0.03⊕
2-Wire Digital Test Charge	\$	0.03⊕
4-Wire Analog Test Charge	\$	0.07⊕
DS1 (1.544 mbps) Test Charge	\$	0.08⊕
Digital 4-Wire (56 or 64 kbps) Test Charge	\$	0.07⊕

EEL VG IOF

Voice Grade – Fixed one end only	\$	15.86⊕
Voice Grade – Per mile	\$	0.13⊕
2-Wire ISDN – Fixed one end only	\$	15.16⊕
2-Wire ISDN – Per mile	\$	0.39⊕

Daily Usage File (DUF)

Daily Usage File – Per Record Recorded	\$	0.000734⊕
Daily Usage File – Per Record Transmitted	\$	0.000710⊕

EEL Pricing

MRCs. The MRCs for an EEL will generally be equal to the applicable MRCs for UNEs and Multiplexing that comprise an EEL arrangement (e.g., UNE Loop, IDT, Multiplexing, and Clear Channel Capability).

NRCs. The NRCs that generally apply to an EEL arrangement are applicable ordering and provisioning charges for EEL Loops, IDT, Multiplexing and Clear Channel Capability.

NON-RECURRING CHARGES

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mechanized	Provisioning Initial Unit	Add'l Unit
UNBUNDLED LOOP				
Engineered, Initial Service -- Unbundled Loops	\$220.77 ^{*•}	\$208.37 ^{*•}	N/A	N/A
Non-Engineered, Initial Service -- Unbundled Loops	\$ 22.07 ^{*•}	\$ 7.33 ^{*•}	N/A	N/A
Central Office Connect, per Loop	N/A	N/A	\$ 13.61 [*]	N/A
Outside Facility Connect—Unbundled Loops, per order	N/A	N/A	\$ 88.06 ^{**}	N/A
Engineered, Disconnect Service – Unbundled Loops	\$ 80.19 [*]	\$ 80.19 [*]	N/A	N/A
Non-Engineered, Disconnect Service -- Unbundled Loops	\$ 5.60 [*]	\$ 5.60 [*]	N/A	N/A
DS1/DS3 – Changeover (As Is)	\$ 56.80 [*]	\$ 22.93 [*]	\$ 26.54 [*]	N/A

* Rates are as set forth in Verizon's WN U-21, Section 5, Verizon Northwest Inc. Tariff, as amended from time to time

• Service Order Charges for Manual and Semi-Mechanized Ordering will apply in addition to Operation Support Systems (OSS) and National Open Market Center (NOMC) Charges.

** In addition to the Service Order Charges, Operation Support Systems (OSS) and National Open Market Center (NOMC) charges in this Section following apply on a per Local Service Request (LSR) basis.

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mechanized	Provisioning Initial Unit	Add'l Unit
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ENHANCED EXTENDED LINK - Loop portion (In addition, IDT charges apply if applicable to the EEL arrangement)

Advanced - Basic (2-wire and 4-wire) – Initial (all rate zones)	\$ 33.01♣	\$ 15.27♣	\$284.28♣	N/A♣
Advanced - Basic (2-wire and 4-wire) – Subsequent (all rate zones)	\$ 28.72♣	\$ 10.98♣	\$ 39.95♣	N/A♣
Advanced - Basic (2-wire and 4-wire) – Changeover (As Is) (all rate zones)	\$ 53.77♣	\$ 19.90♣	\$ 26.54♣	N/A♣
Advanced - Basic (2-wire and 4-wire) – Disconnect (all rate zones)	\$ 23.90♣	\$ 7.77♣	\$137.19♣	N/A♣
DS1/DS3 - Initial	\$ 35.65♣	\$ 17.91♣	\$351.03♣	N/A♣
DS1/DS3 – Subsequent	\$ 28.72♣	\$ 10.98♣	\$ 60.64♣	N/A♣
DS1/DS3 – Changeover (As Is)	\$ 56.80♣	\$ 22.93♣	\$ 26.54♣	N/A♣
DS1/DS3 – Disconnect	\$ 24.30♣	\$ 8.17♣	\$139.23♣	N/A♣
DSO, Initial	\$ 33.01♣	\$ 15.27♣	\$360.32♣	N/A♣
DSO, Subsequent	\$ 28.72♣	\$ 10.98♣	\$ 27.55♣	N/A♣
DSO, Changeover (As Is)	\$ 53.77♣	\$ 19.90♣	\$ 26.54♣	N/A♣
DSO, Disconnect	\$ 23.90♣	\$ 7.77♣	\$124.97♣	N/A♣
DS1/DS3 Multiplexer	N/A	N/A	\$159.22♣	N/A

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mechanized	Provisioning Initial Unit	Add'l Unit
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INTEROFFICE DEDICATED TRANSPORT (IDT) (Also applies to IDT portion of an EEL arrangement)

Advanced - Basic (2-wire and 4-wire)– Initial	\$ 33.01♣	\$ 15.27♣	\$326.39♣	N/A♣
Advanced - Basic (2-wire and 4-wire) - Subsequent	\$ 28.72♣	\$ 10.98♣	\$ 54.34♣	N/A♣
Advanced - Basic (2-wire and 4-wire) - Disconnect	\$ 23.90♣	\$ 7.77♣	\$111.97♣	N/A♣
Advanced - Complex (DS1 and above) - Initial	\$ 35.65♣	\$ 17.91♣	\$406.59♣	N/A♣
Advanced - Complex (DS1 and above) - Subsequent	\$ 28.72♣	\$ 10.98♣	\$ 70.48♣	N/A♣
Advanced - Complex (DS1 and above) - Disconnect	\$ 24.30♣	\$ 8.17♣	\$178.22♣	N/A♣
DS3 to DS1 Multiplexing	N/A♣	N/A♣	\$159.22♣	N/A♣
Clear Channel Capability	N/A	N/A	\$90.00	N/A

EXPEDITES

NACC – Dedicated Transport / SS7 / Dark Fiber	\$ 56.37♣	\$ 56.37♣	N/A	N/A
Advanced Products, Initial Service or Subsequent Service	\$ 33.72♣	\$ 33.72♣	N/A	N/A
Exchange Products, Initial Service or Subsequent Service	\$ 3.36♣	\$ 3.36♣	N/A	N/A

OTHER

Customer Record Search (per account)	\$ 4.21♣	\$ 4.21♣	N/A	N/A
CLEC Account Establishment (per CLEC)	\$166.32♣	\$166.32♣	N/A	N/A
Design Change Charge - EELs and Transport	\$ 27.00	\$ 27.00	N/A	N/A

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mechanized	Provisioning Initial Unit	Add'l Unit
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OPERATIONAL SUPPORT SYSTEMS (OSS) CHARGES*

OSS Transition Charge, per Local Service Request (LSR) /Access Service Request (ASR)	\$ 3.27♣	\$ 3.27♣		
OSS Transaction Charge, per Local Service Request (LSR) /Access Service Request (ASR)	\$ 3.76♣	\$ 3.76♣		

NATIONAL OPEN MARKET CENTER (NOMC) CHARGE

NOMC Shared/fixed Charge, per Local Service Request (LSR)	\$ 4.40♣	\$ 4.40♣		
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* Service Order Charges for Manual and Semi-Mechanized Ordering will apply in addition to Operation Support Systems (OSS) and National Open Market Center (NOMC) Charges.

ROUTINE NETWORK MODIFICATIONS³

CLEAR DEFECTIVE PAIR	N/A	N/A	TDB	N/A
REASSIGNMENT OF NON-WORKING CABLE PAIR	N/A	N/A	TDB	N/A
BINDER GROUP REARRANGEMENT	N/A	N/A	TDB	N/A
REPEATER - INSTALLATION	N/A	N/A	TDB	N/A
APPARATUS CASE - INSTALLATION	N/A	N/A	TDB	N/A
RANGE EXTENDERS - DS-0 Installation	N/A	N/A	TDB	N/A
RANGE EXTENDERS - DS-1 Installation	N/A	N/A	TDB	N/A
CHANNEL UNIT TO UNIVERSAL/COTTED DLC SYSTEM (existing)	N/A	N/A	TDB	N/A
SERVING TERMINAL - INSTALLATION / UPGRADE	N/A	N/A	TDB	N/A
ACTIVATE DEAD COPPER PAIR	N/A	N/A	TDB	N/A
MULTIPLEXER - 1/0 - INSTALLATION	N/A	N/A	TDB	N/A
MULTIPLEXER - 1/0 - RECONFIGURATION	N/A	N/A	TDB	N/A
MULTIPLEXER - 3/1 - INSTALLATION	N/A	N/A	TDB	N/A
MULTIPLEXER - 3/1 - RECONFIGURATION	N/A	N/A	TDB	N/A
MULTIPLEXER - OTHER - INSTALLATION	N/A	N/A	TDB	N/A
MOVE DROP	N/A	N/A	TDB	N/A
CROSS-CONNECTION - EXISTING FIBER FACILITY	N/A	N/A	TDB	N/A
LINE CARD - INSTALLATION	N/A	N/A	TDB	N/A
COPPER REARRANGEMENT	N/A	N/A	TDB	N/A
CENTRAL OFFICE TERMINAL - INSTALLATION	N/A	N/A	TDB	N/A
IDLC ONLY CONDITION	N/A	N/A	TDB	N/A
OTHER REQUIRED MODIFICATIONS	N/A	N/A	TDB	N/A
OTHER				
Commingled Arrangements – per circuit NRC	N/A	N/A	TDB	N/A
Circuit Retag - per circuit	N/A	N/A	TDB	N/A

³ This Appendix may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that TWTC orders any service from this Agreement.

Customer Record Search applies when TWTC requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Sub-Loop Distribution, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution and Loop Conditioning.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber and EELs

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if TWTC requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if TWTC requests notification and coordination of service cutover prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if TWTC requests real-time coordination of a service cutover that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

EXHIBIT 1

NETWORK ELEMENTS ATTACHMENT

1. General

- 1.1 Verizon shall provide to TWTC, in accordance with the Amended Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of the Federal Unbundling Rules, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations), and UNEs commingled with wholesale services ("Commingling"); provided, however, that notwithstanding any other provision of the Amended Agreement, Verizon shall be obligated to provide access to unbundled Network Elements (UNEs), Combinations, and Commingling to TWTC under the terms of the Amended Agreement only to the extent required by the Federal Unbundling Rules and may decline to provide access to UNEs, Combinations, or Commingling to TWTC to the extent that provision of such UNEs, Combinations, or Commingling is not required by the Federal Unbundling Rules.
- 1.2 Verizon shall be obligated to combine UNEs that are not already combined in Verizon's network only to the extent required by the Federal Unbundling Rules. Except as otherwise required by the Amended Agreement and the Federal Unbundling Rules: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to the Amended Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are already available in Verizon's network; and (b) Verizon shall have no obligation to construct, modify, or deploy facilities or equipment to offer any UNE or Combination.
- 1.3 TWTC may use a UNE or Combination only for those purposes for which Verizon is required by the Federal Unbundling Rules to provide such UNE or Combination to TWTC. Without limiting the foregoing, TWTC may not access a UNE or Combination for the exclusive provision of Mobile Wireless Services or Interexchange Services. For purposes of this section, "Interexchange Services" shall have the meaning set forth in the Triennial Review Remand Order and subsequent applicable FCC orders.
 - 1.3.1 Verizon shall not be obligated to provide to TWTC, and TWTC shall not request from Verizon, access to a proprietary advanced intelligent network service.
- 1.4 Nothing contained in the Amended Agreement shall be deemed to constitute an agreement by Verizon that any item identified in the Amended Agreement as a Network Element is (i) a Network Element under the Federal Unbundling Rules, or (ii) a Network Element Verizon is required by the Federal Unbundling Rules to provide to TWTC on an unbundled basis or in combination with other Network Elements.
- 1.5 If as the result of TWTC Customer actions (e.g., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the TWTC Customer premises, TWTC will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Attachment and the Customer Not Ready Charge provided for in the Pricing Attachment (or, in the absence of a Customer Not Ready Charge, the Premises Visit Charge as

provided in Verizon's applicable retail or wholesale Tariff or in the Pricing Attachment).

1.6 Absence or Cessation of Unbundling Obligation and Related Provisions. The following provisions shall apply notwithstanding any other provision of the Amended Agreement or any Verizon Tariff or SGAT:

1.6.1 Discontinued Facilities.

1.6.1.1 Verizon may cease offering or providing TWTC with access on an unbundled basis at rates prescribed under Section 251 of the Act to any facility that is or becomes a Discontinued Facility, whether as a stand-alone UNE, as part of a Combination, or otherwise. To the extent Verizon has not already ceased offering or providing unbundled access to a particular Discontinued Facility that is a Discontinued Facility as of the Amendment Effective Date, Verizon may cease offering or providing unbundled access to such Discontinued Facility immediately upon the Amendment Effective Date without further notice to TWTC. Subject to Section 1.7 below, if a facility on or at any time after the Amendment Effective Date is or becomes a Discontinued Facility, Verizon, to the extent it has not already ceased providing unbundled access to such Discontinued Facility, and provided it has given at least ninety (90) days written notice of discontinuance in cases where it has not already ceased providing such access, will continue to provide unbundled access to such Discontinued Facility under the Amended Agreement only through the effective date of the notice of discontinuance, and not beyond that date.

1.6.1.2 Where Verizon is permitted to cease providing a Discontinued Facility pursuant to Section 1.6.1.1 above and TWTC has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Discontinued Facility and has not separately secured from Verizon an alternative arrangement to replace the Discontinued Facility, then Verizon, to the extent it has not already done so, may disconnect the subject Discontinued Facility without further notice to TWTC. In lieu of disconnecting the subject Discontinued Facility in the foregoing circumstances, Verizon, in its sole discretion, may elect to: (a) convert the subject Discontinued Facility to an arrangement available under a Verizon access tariff (in which case month-to-month rates shall apply unless a different rate applies under an applicable special access term/volume plan or other special access tariff arrangement in which TWTC is then enrolled), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to TWTC, or (b) in lieu of such a conversion, reprice the subject Discontinued Facility by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an arrangement available under a Verizon access tariff (at month-to-month rates unless a different rate applies under an applicable special

access term/volume plan or other special access tariff arrangement in which TWTC is then enrolled), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to TWTC; provided, however, that Verizon may disconnect the subject Discontinued Facility (or the replacement service to which the Discontinued Facility has been converted) if TWTC fails to pay when due any applicable new rate or surcharge billed by Verizon.

1.7 TRRO Certification and Related Provisions.

1.7.1 TRRO Certification. Before requesting unbundled access to a DS1 Loop, a DS3 Loop, DS1 Dedicated Transport, or DS3 Dedicated Transport, including, but not limited to, any of the foregoing elements that constitute part of a Combination or that TWTC seeks to convert from another wholesale service to an unbundled network element (collectively, "TRRO Certification Elements"), TWTC must undertake a reasonably diligent inquiry and, based on that inquiry, certify that, to the best of its knowledge, TWTC's request is consistent with the requirements of the TRRO and that TWTC is entitled to unbundled access to the subject element pursuant to section 251(c)(3) of the Act. TWTC shall provide such certification using the automated method that Verizon makes available for that purpose. TWTC's reasonably diligent inquiry must include, at a minimum, consideration of any list of non-impaired UNE Wire Centers that Verizon makes or has made available to TWTC by notice and/or by publication on Verizon's wholesale website (the "Wire Center List") and any back-up data that Verizon provides or has provided to TWTC under a non-disclosure agreement or that is otherwise available to TWTC.

1.7.2 Provision-then-Dispute Requirements.

1.7.2.1 Upon receiving a request from TWTC for unbundled access to a TRRO Certification Element and the certification required by Section 1.7.1 above, and except as provided in Section 1.7.2.3 below, Verizon shall process the request in accordance with any applicable standard intervals. If Verizon wishes to challenge TWTC's right to obtain unbundled access to the subject element pursuant to 47 U.S.C. § 251(c)(3), then (except as provided in Section 1.7.2.3 below) Verizon must provision the subject element as a UNE and then seek resolution of the dispute by the Commission or the FCC, or through such other dispute resolution process that Verizon elects to invoke under the dispute resolution provisions of the Amended Agreement.

1.7.2.2 If a dispute pursuant to section 1.7.2.1 above is resolved in Verizon's favor, then TWTC shall compensate Verizon for the additional charges that would apply if TWTC had ordered the subject facility or service on a month-to-month term under Verizon's interstate special access tariff and any other applicable charges, applicable back to the date of provisioning (including, but not limited to, late payment charges for the unpaid difference between UNE and access

tariff rates). The month-to-month rates shall apply until such time as TWTC requests disconnection of the subject facility or an alternative term that Verizon offers under its interstate special access tariff for the subject facility or service.

- 1.7.2.3 Notwithstanding any other provision of the Amended Agreement, Verizon may reject a TWTC order for a TRRO Certification Element without first seeking dispute resolution: (a) in any case where TWTC's order conflicts with a provision of a Verizon Tariff, (b) in any case where TWTC's order conflicts with a non-impaired UNE Wire Center designation set forth in a Wire Center List that Verizon has made available to TWTC by notice and/or by publication on Verizon's wholesale website, (c) in any case where TWTC's order conflicts with a non-impaired UNE Wire Center designation that the Commission or the FCC has ordered or approved or that has otherwise been confirmed through previous dispute resolution (regardless of whether TWTC was a party to such dispute resolution), or (d) as otherwise permitted under the Federal Unbundling Rules (including, but not limited to, upon a determination by the Commission, the FCC, or a court of competent jurisdiction that Verizon may reject orders for TRRO Certification Elements without first seeking dispute resolution).

- 1.8 Limitation With Respect to Replacement Arrangements. Notwithstanding any other provision of the Amended Agreement, any negotiations regarding any UNE-replacement arrangement, facility, service or the like that Verizon is not required to provide under the Federal Unbundling Rules (including without limitation any arrangement, facility, service or the like that Verizon offers under an access tariff) shall be deemed not to have been conducted pursuant to the Amended Agreement, 47 U.S.C. § 252(a)(1), or 47 C.F.R. Part 51, and shall not be subject to arbitration or other requirements under to 47 U.S.C. § 252(b). Any reference in this Attachment to Verizon's provision of a arrangement, facility, service or the like that Verizon is not required to provide under the Federal Unbundling Rules is solely for the convenience of the Parties and shall not be construed to require or permit: (a) arbitration pursuant to 47 U.S.C. § 252(b) of the rates, terms, or conditions upon which Verizon may provide such arrangement, facility, service or the like, or (b) application of 47 U.S.C. § 252 in any other respect.

2. Verizon's Provision of Network Elements

Subject to the conditions set forth in Section 1 of this Attachment, in accordance with, but only to the extent required by, the Federal Unbundling Rules, Verizon shall provide TWTC access to the following:

- 2.1 Loops, as set forth in Section 3 of this Attachment;
- 2.2 Dedicated Transport (may also be referred to as "Interoffice Transmission Facilities") (or "IOF"), as set forth in Section 4 of this Attachment;
- 2.3 Operations Support Systems, as set forth in Section 5 of this Attachment; and
- 2.4 Other UNEs in accordance with Section 6 of this Attachment.

3. Loop Transmission Types

3.1 Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall allow TWTC to access Loops unbundled from local switching and local transport, in accordance with this Section 3 and the rates and charges provided in the Pricing Attachment of this Exhibit 1 to this Amendment. Verizon shall allow TWTC access to Loops in accordance with, but only to extent required by, the Federal Unbundling Rules. Subject to the foregoing and the provisions regarding FTTP Loops, in Section 3.2 below, and Hybrid Loops, in Section 3.3 below, the available Loop types are as set forth below:

3.1.1 "DS1 Loops" provide a digital transmission channel suitable for the transport of 1.544 Mbps digital signals. This Loop type is more fully described in Verizon TR 72575, as revised from time to time. The DS1 Loop includes the electronics necessary to provide the DS1 transmission rate. If, at the requested installation date, the electronics necessary to provide the DS1 transmission rate are not available for the requested DS1 Loop, then Verizon will not install new electronics except to the extent required in Section 9 of this Attachment. Verizon will not build new facilities and will not modify existing facilities except to the extent required in Section 9 of this Attachment. If the electronics necessary to provide Clear Channel (B8ZS) signaling are at the requested installation date available for a requested DS1 Loop, upon request by TWTC, the DS1 Loop will be furnished with Clear Channel (B8ZS) signaling. Verizon will not install new electronics to furnish Clear Channel (B8ZS) signaling. For purposes of provisions implementing any right Verizon may have to cease providing unbundled access to DS1-capacity Loops under the TRRO pursuant to Section 1 of this Attachment, the term "DS1 Loop" further includes any type of Loop described in Section 3.1 of this Network Elements Attachment that provides a digital transmission channel suitable for the transport of 1.544 Mbps digital signals, regardless of whether the subject Loop meets the specific definition of a DS1 Loop set forth in this section.

3.1.2 "DS3 Loops" will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). This Loop type is more fully described in Verizon TR 72575, as revised from time to time. The DS3 Loop includes the electronics necessary to provide the DS3 transmission rate. If, at the requested installation date, the electronics necessary to provide the DS3 transmission rate are not available for the requested DS3 Loop, then Verizon will not install new electronics except to the extent required in Section 9 of this Attachment. Verizon will not build new facilities and will not modify existing facilities except to the extent required in Section 9 of this Attachment. For purposes of provisions implementing any right Verizon may have to cease providing unbundled access to DS3-capacity loops under the TRRO pursuant to Section 1 of this Attachment, the term "DS3 Loop" further includes any type of Loop described in Section 3.1 of this Network Elements Attachment that provides a digital transmission channel suitable for the transport of 44.736 Mbps

digital signals, regardless of whether the subject Loop meets the specific definition of a DS3 Loop set forth in this section.

3.2 FTTP Loops.

- 3.2.1 New Builds. Notwithstanding any other provision of the Amended Agreement or any Verizon Tariff, TWTC shall not be entitled to obtain access to a FTTP Loop, or any segment thereof, on an unbundled basis when Verizon deploys such a Loop to the Customer premises of an end user that has not been served by any Verizon Loop other than a FTTP Loop.
- 3.2.2 Overbuilds. Notwithstanding any other provision of the Amended Agreement or any Verizon Tariff, if (a) Verizon deploys an FTTP Loop to replace a copper Loop previously used to serve a particular end user's customer premises, and (b) Verizon retires that copper Loop and there are no other available copper Loops or Hybrid Loops for TWTC's provision of a voice grade service to that end user's customer premises, then in accordance with, but only to the extent required by, the Federal Unbundling Rules, Verizon shall provide TWTC with nondiscriminatory access on an unbundled basis to a transmission path capable of providing DS0 voice grade service to that end user's customer premises.

3.3 Hybrid Loops.

- 3.3.1 Packet Switched Features, Functions, and Capabilities. Notwithstanding any other provision of the Amended Agreement or any Verizon Tariff or SGAT, TWTC shall not be entitled to obtain access to the Packet Switched features, functions, or capabilities of any Hybrid Loop on an unbundled basis.
- 3.3.2 Broadband Services. Subject to the conditions set forth in Section 1 of this Attachment, when TWTC seeks access to a Hybrid Loop for the provision of "broadband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, the Federal Unbundling Rules, Verizon shall provide TWTC with unbundled access to the existing time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 and DS3 capacity (but only where impairment has been found to exist, which, for the avoidance of doubt, does not include instances where Verizon is not required to provide unbundled access to a DS1 Loop or a DS3 Loop under Section 1 of this Attachment) to establish a complete time division multiplexing transmission path between the main distribution frame (or equivalent) in a Verizon End Office serving an end user to the demarcation point at the end user's Customer premises. This access includes access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.
- 3.3.3 Narrowband Services. Subject to the conditions set forth in Section 1 of this Attachment, when TWTC seeks access to a Hybrid Loop for the provision to its Customer of "narrowband

services,” as such term is defined by the FCC, then in accordance with, but only to the extent required by, the Federal Unbundling Rules, Verizon shall, in its sole discretion, either (a) provide access to a spare home-run copper Loop serving that Customer on an unbundled basis, or (b) provide access, on an unbundled basis, to a DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end user’s serving End Office and the end user’s Customer premises, using time division multiplexing technology.

3.3.4 IDLC Hybrid Loops and Loops Provisioned via Loop Concentrator. Subject to the conditions set forth in Section 1 of

this Attachment, if TWTC requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop) or via Remote Switching technology deployed as a Loop concentrator Verizon shall, in accordance with but only to the extent required by the Federal Unbundling Rules, provide TWTC unbundled access to a Loop capable of voice-grade service to the end user Customer served by the Hybrid Loop.

3.3.4.1 Verizon will endeavor to provide TWTC with an existing copper Loop or a Loop served by existing Universal Digital Loop Carrier (“UDLC”). Standard recurring and non-recurring Loop charges will apply. In addition, a non-recurring charge will apply whenever a line and station transfer is performed.

3.3.4.2 If neither a copper Loop nor a Loop served by UDLC is available, Verizon shall, upon request of TWTC, provide unbundled access to a DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end user’s serving End Office and the end user’s Customer premises via such technically feasible alternative that Verizon in its sole discretion may elect to employ. In addition to the rates and charges payable in connection with any unbundled Loop so provisioned by Verizon, TWTC shall be responsible for any of the following charges that apply in the event the technically feasible option involves construction, installation, or modification of facilities: (a) an engineering query charge for preparation of a price quote; (b) upon TWTC’s submission of a firm construction order, an engineering work order nonrecurring charge; and (c) construction charges, as set forth in the price quote. If the order is cancelled by TWTC after construction work has started, TWTC shall be responsible for cancellation charges and a pro-rated charge for construction work performed prior to the cancellation.

3.3.4.3 Verizon may exclude its performance in connection with providing unbundled Loops pursuant to this Section 3.3.4 from standard provisioning intervals and performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.

4. TWTC Dedicated Transport

- 4.1 Subject to the conditions set forth in Section 1 of this Attachment, where facilities are available, at TWTC's request, Verizon shall provide TWTC with Dedicated Transport unbundled from other Network Elements at the rates set forth in the Pricing Attachment of this Amendment. Verizon shall provide TWTC with such Dedicated Transport in accordance with, but only to the extent required by, the Federal Unbundling Rules. Except as provided in Section 9 below, Verizon will not install new electronics, and Verizon will not build new facilities. For the avoidance of any doubt, notwithstanding any other provision of the Amended Agreement, Verizon shall not be required to provide, and TWTC shall not request or obtain, unbundled access to shared (or common) transport, or any other interoffice transport facility that does not meet the definition of Dedicated Transport.
- 4.2 If and, to the extent that, TWTC has purchased (or purchases) transport from Verizon under a Verizon Tariff or otherwise, and TWTC has a right under the Federal Unbundling Rules to convert (and wishes to convert) such transport to unbundled Dedicated Transport under the Amended Agreement, it shall give Verizon written notice of such request (including, without limitation, through submission of ASRs if Verizon so requests) and provide to Verizon all information (including, without limitation, a listing of the specific circuits in question) that Verizon reasonably requires to effectuate such conversion. In the case of any such conversion, TWTC shall pay any and all conversion charges (e.g., non-recurring charges), as well as any and all termination liabilities, minimum service period charges and like charges in accordance with Verizon's applicable Tariffs. If the transport to be converted comprises a portion of a High Capacity EEL (as defined in Section 9.2.1 below), the applicable provisions of Section 8 below shall apply.

5. Operations Support Systems

Subject to the conditions set forth in Section 1 of this Attachment and, to the extent consistent therewith, in accordance with the applicable terms of the Amended Agreement, Verizon shall provide TWTC with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. Verizon shall provide TWTC with such access in accordance with, but only to the extent required by, the Federal Unbundling Rules. All such transactions shall be submitted by TWTC through such electronic interfaces.

6. Availability of Other Network Elements on an Unbundled Basis

- 6.1 Any request by TWTC for access to a Verizon Network Element that is not already available and that Verizon is required by the Federal Unbundling Rules to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 6.3 of this Attachment. TWTC shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by the Federal Unbundling Rules.
- 6.2 Notwithstanding anything to the contrary in this Section 6, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 6 except as required by the Federal Unbundling Rules.
- 6.3 Network Element Bona Fide Request (BFR).
- 6.3.1 Each Party shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by the other Party hereunder. The Network Element Bona Fide Request process

set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶¶ 259 and n.603 or subsequent orders.

- 6.3.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.
- 6.3.3 The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.
- 6.3.4 Within ten (10) Business Days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.
- 6.3.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided by the Federal Unbundling Rules.
- 6.3.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by the Federal Unbundling Rules, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.
- 6.3.7 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates, and the installation intervals.
- 6.3.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

6.3.9 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

7. Maintenance of Network Elements

If (a) TWTC reports to Verizon a Customer trouble, (b) TWTC requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon's facilities or equipment in whole or in part, then TWTC shall pay Verizon a charge set forth in the Pricing Attachment of this Amendment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by TWTC is not available at the appointed time. TWTC accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of TWTC instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to TWTC by Verizon. If as the result of TWTC instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to TWTC by Verizon. Verizon agrees to respond to TWTC trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly situated Telecommunications Carrier.

8. Combinations, Commingling, and Conversions

8.1 Subject to and without limiting the conditions set forth in Section 1 of this Attachment:

8.1.1 Verizon will not prohibit the commingling of a Qualifying UNE with Qualifying Wholesale Services, but only to the extent and so long as commingling and provision of such Network Element (or combination of Network Elements) is required by the Federal Unbundling Rules. Moreover, to the extent and so long as required by the Federal Unbundling Rules, Verizon shall, upon request of TWTC, perform the functions necessary to commingle Qualifying UNEs with Qualifying Wholesale Services. The rates, terms and conditions of the applicable access Tariff or separate non-251 agreement will apply to the Qualifying Wholesale Services, and the rates, terms and conditions of the Amended Agreement or the Verizon UNE Tariff, as applicable, will apply to the Qualifying UNEs; provided, however, that a nonrecurring charge will apply for each UNE circuit that is part of a commingled arrangement, as set forth in the Pricing Attachment to this Amendment. In addition, if any commingling requested by TWTC requires Verizon to perform physical work that Verizon is required to perform under the Federal Unbundling Rules, then Verizon's standard charges for such work shall apply or, in the absence of a standard charge, a fee calculated using Verizon's standard time and materials rates shall apply until such time as a standard charge is established pursuant to the terms set forth in the Pricing Attachment to this Amendment.

- 8.1.2 Ratcheting, i.e., a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate, shall not be required. UNEs that are commingled with Qualifying Wholesale Services are not included in the shared use provisions of the applicable Tariff, and are therefore not eligible for adjustment of charges under such provisions. Verizon may exclude its performance in connection with the provisioning of commingled facilities and services from standard provisioning intervals and from performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.
- 8.1.3 Limitation on Section 8.1. Section 8.1 is intended only to address the Parties' rights and obligations as to combining and/or commingling of UNEs that Verizon is already required to provide to TWTC under the Amended Agreement and the Federal Unbundling Rules. Nothing contained in Section 8.1 shall be deemed to limit any right of Verizon under the Amended Agreement to cease providing a facility that is or becomes a Discontinued Facility.

8.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Subject to the conditions set forth in Sections 1 and 8.1 of this Attachment:

8.2.1 Verizon shall not be obligated to provide:

- 8.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;
- 8.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;
- 8.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;
- 8.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or
- 8.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

(individually and collectively "High Capacity EELs") except to the extent Verizon is required by the Federal Unbundling Rules to do so, and then not unless and until TWTC, using an ASR, certifies to Verizon that each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL satisfies each of the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. TWTC must remain in compliance with said service eligibility criteria for so long as TWTC continues to receive the aforementioned combined or commingled facilities and/or services from Verizon and TWTC shall immediately notify Verizon at such time as a certification ceases to be accurate. The service eligibility criteria shall be applied to each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL. If any combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL is, becomes, or is subsequently

determined to be, noncompliant, the noncompliant High Capacity EEL circuit will be treated as described in Section 8.2.2 below. The foregoing shall apply whether the High Capacity EEL circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. For existing High Capacity EEL circuits, TWTC, within thirty (30) days of the Amendment Effective Date to the extent it has not already done so prior to the Amendment Effective Date, must re-certify, using an ASR, that each DS1 circuit or DS1 equivalent circuit satisfies the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. Any existing High Capacity EEL circuits that TWTC leased from Verizon as of the Amendment Effective Date that TWTC fails to re-certify as required by this Section by the end of such 30-day period shall be treated as a non-compliant circuit as described under Section 8.2.2 below effective as of the Amendment Effective Date.

- 8.2.2 Without limiting any other right Verizon may have to cease providing circuits that are or become Discontinued Facilities, if a High Capacity EEL circuit is or becomes noncompliant as described in this Section 8.2 and TWTC has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the noncompliant facility and has not separately secured from Verizon an alternative arrangement to replace the noncompliant High Capacity EEL circuit, then Verizon, to the extent it has not already done so prior to execution of this Amendment, shall reprice the subject High Capacity EEL circuit (or portion thereof that had been previously billed at UNE rates), effective beginning on the date on which the circuit became non-compliant by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an analogous access service or other analogous arrangement that Verizon shall identify in a written notice to TWTC.
- 8.2.3 Each certification to be provided by TWTC pursuant to Section 8.2.1 above must contain the following information for each DS1 circuit or DS1 equivalent: (a) the local number assigned to each DS1 circuit or DS1 equivalent; (b) the local numbers assigned to each DS3 circuit (must have 28 local numbers assigned to it); (c) the date each circuit was established in the 911/E-911 database; (d) the collocation termination connecting facility assignment for each circuit, showing that the collocation arrangement was established pursuant to 47 U.S.C. § 251(c)(6), and not under a federal collocation tariff; (e) the interconnection trunk circuit identification number that serves each DS1 circuit. There must be one such identification number per every 24 DS1 circuits; and (f) the local switch that serves each DS1 circuit. When submitting an ASR for a circuit, this information must be contained in the Remarks section of the ASR, unless provisions are made to populate other fields on the ASR to capture this information.
- 8.2.4 The charges for conversions are as specified in the Pricing Attachment and apply for each circuit converted.

- 8.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access. If such change in circuit ID requires that the affected circuit(s) be retagged, then a retag fee per circuit will apply as specified in the Pricing Attachment to this Amendment.
- 8.2.6 All requests for conversions will be handled in accordance with Verizon's conversion guidelines. Each request will be handled as a project and will be excluded from all ordering and provisioning metrics.
- 8.3 Once per calendar year, Verizon may obtain and pay for an independent auditor to audit TWTC's compliance in all material respects with the service eligibility criteria applicable to High Capacity EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. To the extent the independent auditor's report concludes that TWTC failed to comply with the service eligibility criteria, then (without limiting Verizon's rights under Section 8.2.2 above) TWTC must convert all noncompliant circuits to the appropriate service, true up any difference in payments, make the correct payments on a going-forward basis, and reimburse Verizon for the cost of the independent auditor within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm TWTC's compliance with the service eligibility criteria, then TWTC shall provide to the independent auditor for its verification a statement of TWTC's out-of-pocket costs of complying with any requests of the independent auditor, and Verizon shall, within thirty (30) days of the date on which TWTC submits such costs to the auditor, reimburse TWTC for its out-of-pocket costs verified by the auditor. TWTC shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated.

9. Routine Network Modifications

- 9.1 General Conditions. In accordance with, but only to the extent required by, the Federal Unbundling Rules, and subject to the conditions set forth in Section 1 of this Attachment:
 - 9.1.1 Verizon shall make such routine network modifications, at the rates and charges set forth in the Pricing Attachment to this Amendment, as are necessary to permit access by TWTC to the Loop, Dedicated Transport, available under the Amended Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport), where the facility has already been constructed. Routine network modifications applicable to Loops or Transport are those modifications that Verizon regularly undertakes for its own Customers and may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications do not include the construction of a new Loop or new Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground

cable for a requesting telecommunications carrier, the placement of new cable, securing permits or rights-of-way, or constructing and/or placing new manholes or conduits. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability. Verizon shall not be required to perform any routine network modifications to any facility that is or becomes a Discontinued Facility.

- 9.2 Performance Plans. Verizon may exclude its performance in connection with the provisioning of Loops or Transport for which routine network modifications are performed from standard provisioning intervals and performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.
- 9.3 Nothing contained in this Section 9 shall be deemed: (a) to establish any obligation of Verizon to provide on an unbundled basis under the Federal Unbundling Rules any facility that the Amended Agreement does not otherwise require Verizon to provide on an unbundled basis under the Federal Unbundling Rules, (b) to obligate Verizon to provide on an unbundled basis under the Federal Unbundling Rules, for any period of time not required under the Federal Unbundling Rules, access to any Discontinued Facility, or (c) to limit any right of Verizon under the Amended Agreement, any Verizon Tariff or SGAT, or otherwise, to cease providing a Discontinued Facility.

10. Rates and Charges

The rates and charges for UNEs, Combinations, Commingling, routine network modifications, and other services, facilities and arrangements, offered under this Attachment shall be as provided in this Attachment and the Pricing Attachment to this Amendment.

11. Good Faith Performance

If and, to the extent that, Verizon, prior to the Amendment Effective Date, has not provided in the State of Washington a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with TWTC reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Amended Agreement's dispute resolution procedures.