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CONTRACT NUMBER: VSO-05-P-0013

STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

SUBORDINATE AGREEMENT

BETWEEN

VERIZON SERVICES ORGANIZATION INC.

AND

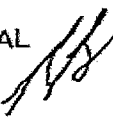
MCI WORLDCOM NETWORK SERVICES, INC.

REDACTED COPY

MCI WORLDCOM/VERIZON (07/28/01)
SUBORDINATE AGREEMENT (05/01/05)
VSO-05-P-0013

CONFIDENTIAL

REDACTED



SUBORDINATE AGREEMENT

This Subordinate Agreement is made by and between Verizon Services Organization Inc. ("Customer") and MCI WorldCom Network Services, Inc. (Provider) and is subordinate to and incorporates the terms and conditions of that certain Telecommunications Services Agreement (Contract No. TSA010302-1) (the "TSA"). Capitalized terms not defined herein shall have the meaning ascribed to them in the TSA.

WHEREAS, Customer originally ordered and continues to receive certain private line services from Intermedia Communications, Inc. ("ICI"), which Services are provided under Account Numbers 7000255605, 3000031484 and 3000031432, and are more particularly described by Circuit ID as shown on Attachment A, attached hereto and incorporated herein by reference (the "Services");

WHEREAS, Customer agrees to continue receiving and paying for the Services at the existing pricing, which is set forth on Attachment A;

WHEREAS, ICI, which is an affiliate of Provider, and Provider have agreed that Provider will continue to provide the Services to Customer;

WHEREAS, Customer and Provider desire to transition the Services to the TSA, and have the Services subject to all of the terms and conditions of the TSA, except for the existing rates, which are set forth in Attachment A, and any other charges and service commitment periods which may currently be in effect;

NOW, THEREFORE, in consideration of the mutual promises which follow and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows.

1. SCOPE

The parties desire to have the Services set forth in Attachment A of this Subordinate Agreement made subject to the terms and conditions of the TSA and each Party acknowledges and agrees that it will be bound by the terms and conditions of the TSA and this Subordinate Agreement in connection with the Services. Until such time as the Parties mutually agree to migrate the Services to Provider's Option 1 network and/or otherwise re-price the Services by mutual written agreement, the parties agree that the monthly recurring charges for the Services set forth in Attachment A shall remain in effect until the effective date of any such migration and/or re-pricing. The Services shall also continue to be subject to any other charges currently in effect or applicable minimum service commitment periods which may be in effect as of the effective date of this Subordinate Agreement.

2. TERM

The effective date of this Subordinate Agreement shall be May 1, 2005 and shall run coterminous with the TSA.

3. PRECEDENCE OF DOCUMENTS

In the event there is any conflict between the terms and conditions of this Subordinate Agreement and the TSA the terms and conditions of this Subordinate Agreement shall govern.

4. AUTHORITY

Each party represents to the other party that it has full power and authority to effect the transition of the Services to the TSA as described herein and agrees to indemnify the other party for any claims against such other party arising out of or related to the execution of this Subordinate Agreement and such transition.

IN WITNESS WHEREOF authorized parties on behalf of their respective entities have signed this Subordinate Agreement.

MCI WORLDCOM NETWORK SERVICES, INC.

VERIZON SERVICES ORGANIZATION INC.

Robert Brejcha
Signature

Jim Woodcock
Signature

Robert Brejcha
Print Name

Jim Woodcock
Print Name

Vice President
Title

DIRECTOR - Alliance Management
Title

5-12-05
Date

5-12-05
Date

**ATTACHMENT A
INTERMEDIA PRIVATE LINES**

Intermedia PON	Circuit ID	Monthly Recurring Charge
20157 000003	W0H89627	\$193.75
20157 000004	W0H89628	\$193.75
20157 000006	W0H89630	\$193.75
20157 000008	W0H93650	\$193.75
20157 000010	W0H89632	\$193.75
20157 000011	W0H89633	\$193.75
20157 000012	W0H89634	\$193.75
20157 000013	W0H89635	\$193.75
20157 000014	W0H89636	\$193.75
20157 000015	W0H89637	\$193.75
20157 000016	W0H89638	\$193.75
20157 000017	W0H89639	\$193.75
20157 000018	W0H89640	\$193.75
20157 000019	W0H89641	\$193.75
20157 000020	W0H89642	\$193.75
20157 000024	W0H89643	\$193.75
20157 000025	W0H89644	\$193.75
20157 000028	W0H89645	\$196.01
20157 000032	W0H89649	\$196.01
20157 000034	W0H89651	\$196.01
20157 000038	W0H89655	\$196.01
20157 000040	W0H89656	\$196.01
20157 000048	W0H89657	\$308.35
20157 000049	W0H89658	\$161.55
20157 100001	W0H89659	\$518.75
20157 100009	W0H89665	\$468.75
20157 100010	W0H89666	\$468.75
20157 100011	W0H89667	\$631.95
20157 100014	W0H89668	\$468.75
20157 100015	W0H89669	\$518.75

Intermediate PON	Circuit ID	Monthly/Recurring Charge
20157 100016	W0H89670	\$518.75
20157 100017	W0H89671	\$518.75
20157 100019	W0H93652	\$518.79
20157 100020	W0H89673	\$518.75
20157 100021	W0H89674	\$789.27
20157 100022	W0H89675	\$590.55
20157 100023	W0H89676	\$778.23
20157 100024	W0H89677	\$468.75
20157 100027	W0H89678	\$518.75
20157 100035	W0H89679	\$518.75
20157 100036	W0H89680	\$518.75
20157 100037	W0H89681	\$549.15
20157 100038	W0H89682	\$549.15
20157 100039	W0H89683	\$549.15
20157 100040	W0H89684	\$518.75
20157 100041	W0H89685	\$518.75
20157 100042	W0H89686	\$518.75
20157 100044	W0H89688	\$637.47
20157 100045	W0H89689	\$637.47
20157 100053	W0H89696	\$518.75
20157 100054	W0H89697	\$518.76
20157 100061	W0H89702	\$518.75
20157 100062	W0H89703	\$518.75
20157 100063	W0H89704	\$518.75
20157 100064	W0H89705	\$1,318.00
20157 100065	W0H89706	\$1,318.75
20157 100072	W0H89711	\$518.75
20157 100073	W0H89712	\$518.75
20157 100078	W0H89717	\$518.75
20157 100079	W0H89718	\$518.75
20157 100080	W0H89719	\$468.75
20157 100088	W0H89724	\$518.75
20157 100089	W0H89725	\$518.75

Intermedia PON	CircuitID	Monthly Recurring Charge
20157 100090	W0H89726	\$1,318.75
20157 100092	W0H89728	\$518.75
20157 100093	W0H89729	\$1,318.75
20157 100094	W0H89730	\$518.75
20157 100095	W0M67334	\$518.75
20157 100096	W0M67335	\$662.31
20157 100097	W0M67336	\$518.75
20157 100101	W0M67337	\$941.07
20157 100105	W0H89738	\$585.03
20157 100108	W0H89739	\$518.75
20157 100111	W0H89740	\$518.75
20157 100113	W0H89742	\$518.75
20157 100116	W0H93654	\$518.75
20157 100121	W0H89747	\$468.75
20157 100122	W0H89748	\$700.95
20157 100129	W0H89755	\$518.75
20157 300058	W0H89794	\$2,625.00
20952 300001	W0M09133	\$4,024.00
20952 300002	W0M09134	\$4,024.00
20952 300003	W0M09135	\$3,024.00
20952 300005	W0M09136	\$4,024.00
20952 300006	W0M09137	\$4,024.00
20952 300007	W0M09138	\$5,412.96
20952 300008	W0M09139	\$4,082.40
20952 300009	W0M09140	\$4,024.00
20952 300010	W0M09141	\$4,024.00
20952 300011	W0M09142	\$3,024.00
20952 300014	W0M09145	\$2,103.00
20952 300015	W0M09146	\$3,579.00
20952 300016	W0M09147	\$3,579.00
20952 300017	W0M09148	\$4,287.00
20952 300018	W0M09149	\$3,885.00
20952 300019	W0M09150	\$3,615.00

Intermedia PON	Circuit ID	Monthly Resurring Charge
20952 300020	WOM09151	\$3,291.00
20952 300021	WOM09152	\$2,643.00
20952 300022	WOM09153	\$3,939.00
20952 300023	WOM09154	\$3,939.00
20952 300024	WOM09155	\$5,883.00
20952 300025	WOM09156	\$3,327.00
20952 300026	WOM09157	\$5,469.00
20952 300027	WOM09158	\$3,003.00
20952 300028	WOM09159	\$8,115.00
20952 300029	WOM09160	\$5,901.00
20952 300030	WOM09161	\$3,849.00
20952 300031	WOM09162	\$2,625.00
20952 300032	WOM09163	\$2,625.00
20952 300033	WOM09164	\$5,525.00
20952 300035	WOH93657	\$8,134.56
20955 100004	WOM67343	\$468.75
20955 100006	WOM67338	\$468.75
20955 100007	WOM67339	\$468.75
20955 100009	WOM67340	\$518.75
20955 300001	WOM67341	\$3,939.00
20955 300002	WOM67342	\$5,901.00
20952 300004	WOM09267	\$3,024.00
20952 300012	WOM09268	\$3,024.00
20952 300034	WOM67621	\$4,024.00