

AMENDMENT NO. 1  
TO THE AGREEMENT FOR SONET MULTI-PROTOCOL HUB SERVICE  
BETWEEN  
VERIZON NORTHWEST INC.  
AND  
[REDACTED]

This is Amendment No. 1 to the Agreement for SONET Multi-Protocol Hub Service between Verizon Northwest Inc. (Verizon) and the [REDACTED] ("Customer"). The Agreement was filed with the Washington Utilities and Transportation Commission (the "Commission") on May 16, 2003 under Contract No. 1252ICB, effective June 15, 2003 in Docket No. UT-030727.

Whereas, the purpose of this Amendment No. 1 is to correct Exhibit A of the Agreement to remove rates specified in the Agreement which were included in error and which represent a Service configuration which was not utilized in provisioning of the Service. The actual configuration utilized is one for which no interoffice transport mileage charges are applicable and such charges have not been assessed to the Customer.

Whenever possible, the provisions of the Agreement and this Amendment No. 1 shall be construed to be consistent. In the event such a construction is impossible or unreasonable, the terms of this Amendment No. 1 shall control.

Pursuant to the Agreement, Tariffs and Limitation of Liability, the Agreement is modified as follows:

1. Delete that portion of Exhibit A, Paragraph 1, Services and Quantity Commitments to the Agreement shown as:

Quantity	Service Item	Monthly Unit Rate
19 Airline Miles (ALM)	OC12 Dedicated Transport Marysville to Bothell	\$240.00 per ALM
10 ALM	OC12 Dedicated Transport Everett Primary Center to Bothell	\$240.00 per ALM
10 ALM	OC12 Dedicated Transport Marysville to Everett Primary Center	\$240.00 per ALM

2. This Amendment No. 1 shall be filed with the Commission. This Amendment No. 1 (and any subsequent amendment(s)) shall become effective on either (a) the thirty-first (31<sup>st</sup>) calendar day after the date of such filing, unless Amendment No. 1 (or subsequent amendment) is rejected by the Commission prior to the expiration of thirty (30) calendar days following the date of such filing, or (b) on another date as determined by the Commission. This Amendment No. 1 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.

3. This Amendment No. 1 shall be coterminous with the Agreement which will expire on August 12, 2006.

EXCEPT AS EXPRESSLY MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, Customer and Verizon have caused this Amendment to be executed by their duly authorized representatives.

[Redacted Signature]

Authorized Signature

[Redacted Title]

Title

11/18/05

Date

VERIZON NORTHWEST INC.

[Handwritten Signature]

Authorized Signature

REGIONAL SALES V.P.

Title

11/22/05

Date