

AMENDMENT NO. 2
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
VERIZON NORTHWEST INC.,
F/K/A GTE NORTHWEST INCORPORATED
AND
ELECTRIC LIGHTWAVE, LLC

This Amendment No. 2 (the "Amendment") is made 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 Electric Lightwave, LLC, a limited liability company with offices at 1201 NE Lloyd Blvd., Suite 500, Portland, Oregon 97232-1202 ("ELI"), and shall be deemed effective on July 7, 2008 (the "Amendment Effective Date"). Verizon and ELI are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the State of Washington (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated November 11, 2002 (the "Adoption Letter"), ELI adopted in the State of Washington, the interconnection agreement between XO Communications Services, Inc. and Verizon that was approved by the Washington Utilities & Transportation Commission (such Adoption Letter and underlying adopted interconnection agreement referred to herein, together with any amendment(s) thereto, collectively being the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") issued a decision affirming in part and vacating in part the TRO (the "D.C. Circuit Decision"); and

WHEREAS, on August 20, 2004, the FCC released an Order in WC Docket No. 04-313 and CC Docket No. 01-338 (the "Interim Rules Order") setting forth certain interim rules regarding the temporary reinstatement of unbundling obligations for certain network elements with respect to which the D.C. Circuit Decision holds that the FCC has made no lawful impairment finding under Section 251 of the Act; and

WHEREAS, on February 4, 2005, the FCC released an Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338 (the "TRRO") setting forth rules that supplanted, effective March 11, 2005, the temporary rules set forth in the Interim Rules Order and addressing the remanded issues raised in the D.C. Circuit Decision; and

WHEREAS, in light of the foregoing developments, the Parties, pursuant to Section 252(a) of the Communications Act of 1934, as amended, (the "Act"), wish to amend the Agreement in order to give contractual effect to the provisions set forth herein; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Amendment to Agreement. The Agreement is amended to include the following provisions and the Pricing Attachment to the TRO Amendment (including Exhibit A) attached hereto, all of which shall apply to and be a part of the Agreement notwithstanding any other provision of the Agreement or a Verizon tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").
2. General Conditions.
 - 2.1 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT: (a) Verizon shall be obligated to provide access to unbundled Network Elements ("UNEs"), combinations of unbundled Network Elements ("Combinations"), or UNEs commingled with wholesale services ("Commingling") to ELI under the terms of this Amendment only to the extent required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and (b) Verizon may decline to provide access to UNEs, Combinations, or Commingling to ELI under the terms of this Amendment to the extent that provision of access to such UNEs, Combinations, or Commingling is not required by 47 U.S.C. § 251(c)(3) or is not required by 47 C.F.R. Part 51.
 - 2.2 To the extent Verizon is required to provide a UNE, Combination, or Commingling under this Amendment, ELI may use such UNE, Combination, or Commingling only for those purposes for which Verizon is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide such UNE, Combination, or Commingling to ELI.
 - 2.3 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, to the extent Verizon becomes obligated to provide to ELI pursuant to both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 a Discontinued Facility or a UNE, Combination, or Commingling that, as of the Amendment Effective Date, Verizon is not required to provide to ELI under the Amended Agreement, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51, the rates, terms, conditions for such Discontinued Facility, UNE, Combination, or Commingling shall be as provided in an applicable Verizon tariff that Verizon, after the Amendment Effective Date, establishes or revises to provide for such rates, terms, and conditions, or (in the absence of an applicable Verizon tariff that Verizon, after the Amendment Effective Date, establishes or revises to provide for such rates, terms, and conditions) as mutually agreed by the Parties in a written amendment to the Amended Agreement.
 - 2.4 Nothing contained in this Amendment shall be deemed: (a) to obligate Verizon to offer or provide access on an unbundled basis at rates prescribed under Section 251(c)(3) 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 (subject to the limited exceptions for voice-grade access specified in Sections 3.1 and 3.2

below) or (b) to limit any right of Verizon under the Agreement, any Verizon tariff or applicable law, to cease providing a Discontinued Facility, whether as a stand-alone facility, as part of a combination, or otherwise.

- 2.5 Implementation of Rate Changes. Notwithstanding any other provision of the Amended Agreement (including, but not limited to, the rates and charges set forth therein), Verizon may, but shall not be required to, implement any rate increases or new charges that may be established by the FCC in the TRRO or subsequent orders, once effective, for unbundled network elements, combinations of unbundled network elements, or related services, by issuing to ELI a notice or schedule of such rate increases and/or new charges, provided that the rate provisions of such FCC order(s) are not subject to a stay issued by any court of competent jurisdiction. Any such rate increases or new charges shall take effect on the date indicated in the notice or schedule issued by Verizon, but no earlier than the date established by the FCC, and shall be paid by ELI in accordance with the terms of the Amended Agreement. Verizon may, but shall not be required to, use a true-up to apply the rate increases or new charges effective as of the date indicated in the notice or schedule issued by Verizon. The Parties acknowledge that Verizon, prior to the Amendment Effective Date, provided ELI such a notice(s) or schedule(s) identifying rate increases or new charges for certain Discontinued Facilities, and that no further notice or schedule is required for those rate increases or new charges to take effect. Any such rate increases and new charges established by the FCC shall be in addition to, and not in limitation of, any rate increases and new charges that the Washington Utilities & Transportation Commission may approve or that Verizon may otherwise implement under the Amended Agreement or applicable tariffs. Nothing set forth in this Section 2.5 shall: 1) be deemed an admission of Verizon (including, but not limited to, as to whether this Amendment is required in order for Verizon to charge the FCC-prescribed rate increases and new charges described herein), 2) limit, delay, or affect the validity of any rate increases Verizon implemented pursuant to the TRRO prior to execution of this Amendment, or 3) limit either Party's right to appeal, seek reconsideration of, or otherwise seek to have stayed, modified, reversed, or invalidated any increases or new charges or any limit the FCC may impose on Verizon's rates and charges.

3. Provision of Certain Facilities and Services.

3.1 FTTP Loops

3.1.1 FTTP Loops – Greenfields. Notwithstanding any other provision of the Amended Agreement or any Verizon tariff or SGAT, and for the avoidance of doubt, in no event shall ELI be entitled to obtain access to an FTTP Loop (or any segment or functionality thereof) on an unbundled basis where Verizon has deployed such a Loop to the customer premises of an end user that previously was not served by any Verizon Loop other than an FTTP Loop.

3.1.2 FTTP Loops – Overbuilds. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above) or any Verizon tariff or SGAT, 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 ELI'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, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall provide ELI

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.

3.2 Hybrid Loops.

- 3.2.1 Packet Switched Features, Functions, and Capabilities. Notwithstanding any other provision of the Amended Agreement or any Verizon Tariff or SGAT, ELI shall not be entitled to obtain access to the Packet Switched features, functions, or capabilities of any Hybrid Loop on an unbundled basis.
- 3.2.2 Broadband Services. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above) or any Verizon Tariff or SGAT, when ELI 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, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall provide ELI with unbundled access under the Amended Agreement to the existing time division multiplexing features, functions, and capabilities of that Hybrid Loop (but no features, functions or capabilities used to transmit packetized information) to establish a complete time division multiplexing transmission path between the main distribution frame (or equivalent) in a Verizon wire center serving an end user to the demarcation point at the end user's customer premises.
- 3.2.3 Narrowband Services. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above) or any Verizon Tariff or SGAT, when ELI 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, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall, in its sole discretion, either (a) provide access under the Amended Agreement to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide access under the Amended Agreement, on an unbundled basis, to a DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end user's serving wire center and the end user's customer premises, using time division multiplexing technology.
- 3.2.4 IDLC Hybrid Loops. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above) or any Verizon Tariff or SGAT, if ELI 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), Verizon shall, as and to the extent required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, provide ELI unbundled access to a Loop capable of voice-grade service to the end user customer served by the Hybrid Loop.
- 3.2.4.1 Verizon will endeavor to provide ELI 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.

3.2.4.2 If neither a copper Loop nor a Loop served by UDLC is available, Verizon shall, upon request of ELI, construct the necessary copper Loop or UDLC facilities. In addition to the rates and charges payable in connection with any unbundled Loop so provisioned by Verizon, ELI shall be responsible for the following charges: (a) an engineering query charge for preparation of a price quote; (b) upon ELI'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 ELI after construction work has started, ELI shall be responsible for cancellation charges and a pro-rated charge for construction work performed prior to the cancellation.

3.2.4.3 Verizon may exclude its performance in connection with providing unbundled Loops pursuant to this Section 3.2.4 from standard provisioning intervals and performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.

3.3 Sub-Loop.

3.3.1 Distribution Sub-Loop Facility. Notwithstanding any other provision of the Amended Agreement (but subject to the conditions set forth in Section 2 above) or any Verizon tariff or SGAT, in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, upon site-specific request, ELI may obtain access to the Distribution Sub-Loop Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure at the rates and charges provided for Unbundled Sub-Loop Arrangements (or the Distribution Sub-Loop) in the Amended Agreement. It is not technically feasible to access the sub-loop distribution facility if a technician must access the facility by removing a splice case to reach the wiring within the cable.

3.4 Commingling and Combinations.

3.4.1 Commingling. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting the conditions set forth in Section 2 above and in Section 3.4.2 below) or any Verizon tariff or SGAT:

3.4.1.1 Verizon will not prohibit the commingling of an unbundled Network Element or a combination of unbundled Network Elements obtained under the Agreement or Amended Agreement pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or under a Verizon UNE tariff ("Qualifying UNEs"), with wholesale services obtained from Verizon under a Verizon access tariff or separate non-251 agreement ("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 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Moreover, to the extent and so long as required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 (subject to Section 3.4.1.2 below), Verizon shall, upon request of ELI, perform the functions necessary to commingle or combine 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. "Ratcheting," as that term is defined by the FCC, shall not be required. Qualifying UNEs that are commingled with Qualifying Wholesale Services are not included in the shared use provisions of the applicable tariff. 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.

3.4.1.2 Limitations on Section 3.4. Section 3.4 is intended only to address the Parties' rights and obligations as to the combining and/or commingling of UNEs that Verizon is already required to provide to ELI under the Amended Agreement, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51. Nothing contained in Section 3.4 shall be deemed: (a) to establish any obligation of Verizon to provide ELI with access to any facility that Verizon is not required to provide to ELI on an unbundled basis under the Amended Agreement, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51, or (b) to limit any right of Verizon under the Amended Agreement, any Verizon tariff or SGAT, or otherwise, to cease providing a facility that is or becomes a Discontinued Facility.

3.4.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Notwithstanding any other provision of the Agreement, this Amendment (but subject to the conditions set forth in Sections 2 and 3.4.1 above), or any Verizon tariff or SGAT:

3.4.2.1 Verizon shall not be obligated to provide:

3.4.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;

3.4.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;

3.4.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;

3.4.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or

3.4.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

(individually and collectively "High Capacity EELs") except to the extent and so long as Verizon is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R Part 51 to do so, and then not unless and until ELI certifies in writing (using an ASR or, as applicable, LSR) to Verizon for each DS1 circuit or DS1 equivalent circuit that it is in compliance with each of the service eligibility criteria set forth in 47 C.F.R. § 51.318. ELI must remain in compliance with said service eligibility criteria for so long as ELI continues to receive the aforementioned combined or commingled facilities and/or services from Verizon. The service eligibility criteria shall be applied to each DS1 circuit or DS1 equivalent circuit of a High Capacity EEL. If the circuit is, becomes, or is subsequently determined to be, noncompliant, the noncompliant circuit will be treated as described in Section 3.4.2.2 below. The foregoing shall apply whether the 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, the CLEC must re-certify in writing (i.e., ASR or, as applicable, LSR) for each DS1 circuit or DS1 equivalent within 30 days of the Amendment Effective Date. Circuits not re-certified shall be treated as described in Section 3.4.2.2 below.

3.4.2.2 Without limiting any other right Verizon may have to cease providing circuits that are or become Discontinued Facilities, if a circuit is or becomes noncompliant as described in Section 3.4.2.1 above, and ELI 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 circuit, then Verizon, to the extent it has not already done so prior to execution of this Amendment, shall reprice the subject circuit, 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 ELI. Any negotiations regarding any replacement arrangement or other facility or service that Verizon is not required to provide to ELI under

both 47 C.F.R. 251(c)(3) and 47 C.F.R. Part 51 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 pursuant to 47 U.S.C. § 252(b).

3.4.2.3 Before requesting unbundled access to a DS1 Loop, a DS3 Loop, DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport, including, but not limited to, any of the foregoing elements that constitute part of a Combination or that ELI seeks to convert from another wholesale service to an unbundled network element (collectively, "TRRO Certification Elements"), ELI must undertake a reasonably diligent inquiry and, based on that inquiry, certify that, to the best of its knowledge, ELI's request is consistent with the requirements of the TRRO and that ELI is entitled to unbundled access to the subject element pursuant to section 251(c)(3) of the Act. ELI shall provide such certification using the automated method that Verizon makes available for that purpose. ELI'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 ELI 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 ELI under a non-disclosure agreement or that is otherwise available to ELI.

3.4.2.4 Each conversion request will be handled as a project. When submitting an ASR for a circuit for which certification under Section 3.4.2.1 above is required, ELI should follow Verizon's ordering guidelines and provide all specified supporting information on the ASR related to the circuit's eligibility, but at a minimum, ELI must include the certification in the remarks section of the ASR as follows: "Certification: The circuit(s) requested in this ASR meet the eligibility criteria set forth in 47 C.F.R. 51.318(b)(2)." The foregoing certification must be contained in the Remarks section of the ASR unless and until such time as provisions are made to populate other fields on the ASR to capture this certification.

3.4.2.5 Provision-then-Dispute Requirements.

3.4.2.5.1 Upon receiving a request from ELI for unbundled access to a TRRO Certification Element and the certification required by Section 3.4.2.3 above, and except as provided in Section 3.4.2.5.3 below, Verizon shall process the request in accordance with any applicable standard intervals. If Verizon wishes to challenge ELI'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 3.4.2.5.3 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 Agreement.

3.4.2.5.2 If a dispute pursuant to section 3.4.2.5.1 above is resolved in Verizon's favor, then ELI shall compensate Verizon for the additional charges that would apply if ELI had ordered the subject facility or service on a month-to-month term under Verizon's interstate special access tariff (except as provided in section 3.4.2.5.2.1 below as to Dark Fiber Transport) 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 ELI requests disconnection of the subject facility or requests an alternative term that Verizon offers under its interstate special access tariff for the subject facility or service.

3.4.2.5.2.1 In the case of Dark Fiber Transport (there being no analogous service under Verizon's access tariffs), the monthly recurring charges that Verizon may charge, and that ELI shall be obligated to pay, for each circuit shall be the charges for the commercial service that Verizon, in its sole discretion, determines to be analogous to the subject Dark Fiber Transport and, unless otherwise agreed in writing by the Parties, Verizon may, without further notice, disconnect the subject dark fiber facility within thirty (30) days of the date on which the dispute is resolved in Verizon's favor. In any case where ELI, within thirty (30) days of the date on which the dispute is resolved in Verizon's favor, submits a valid ASR for a "lit" service to replace the subject Dark Fiber Transport facility, Verizon shall continue to provide the Dark Fiber Transport facility at the rates specified above, but only for the duration of the standard interval for installation of the "lit" service.

3.4.2.5.3 Notwithstanding any other provision of the Agreement, Verizon may reject an ELI order for a TRRO Certification Element without first seeking dispute resolution: (a) in any case

where ELI's order conflicts with a provision of a Verizon Tariff pursuant to which the TRRO Certification Element is made available to ELI, (b) in any case where ELI's order conflicts with a non-impaired UNE Wire Center designation set forth in a Wire Center List that Verizon has made available to ELI by notice and/or by publication on Verizon's wholesale website as of the Amendment Effective Date, (c) in any case where ELI's order conflicts with a non-impaired UNE Wire Center designation set forth in a Wire Center List that Verizon has made available to ELI by notice and/or by publication on Verizon's wholesale website after Amendment Effective Date, such designation was not formally challenged with the Commission within sixty (60) days of such designation, (d) notwithstanding (c), in any case where ELI'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 ELI was a party to such dispute resolution), or (e) 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).

- 3.4.2.6 The charges for conversions are as specified in the Pricing Attachment to this Amendment and apply for each circuit converted.
- 3.4.2.7 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access.
- 3.4.2.8 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.
- 3.4.2.9 Once per calendar year, Verizon may obtain and pay for an independent auditor to audit ELI'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 ELI failed to comply with the service eligibility criteria for any DS1 or DS1 equivalent circuit, then (without limiting Verizon's rights

under Section 3.4.2.2 above) ELI must convert all noncompliant circuits to the appropriate service, true up any difference in payments, make the correct payments on a going-forward basis, reimburse Verizon for the entire cost of the audit within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm ELI's compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit, then ELI shall provide to the independent auditor for its verification a statement of ELI's out-of-pocket costs of complying with any requests of the independent auditor, and Verizon shall then reimburse ELI for its out-of-pocket costs within thirty (30) days of the auditor's verification of the same. ELI 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.

3.4.3 Verizon may revise its Wire Center List to add any new Wire Centers not listed as of the Amendment Effective Date or to upgrade ("upgrade" meaning movement to a higher level of non-impairment (e.g., from Tier 2 to Tier 1)) the non-impairment status of any Wire Center listed as of the Amendment Effective Date upon a Commission or FCC determination that the subject Wire Center's eligibility has changed (an "Eligibility Change Determination"). The following provisions shall apply upon such an Eligibility Change Determination:

3.4.3.1 ELI's embedded base of TRRO Certification Elements that are or become Discontinued Facilities by operation of any change in non-impairment status indicated in the Wire Center List (the "Newly-Discontinued Embedded Base") shall be treated as Discontinued Facilities effective as of twelve (12) months after the date of the Eligibility Change Determination (the "Wire Center Update Effective Date"). During such twelve-month period, the Newly-Discontinued Embedded Base shall be priced at a rate equal to 115% of the rate ELI was obligated to pay for the subject element as of the date of the Eligibility Change Determination.

3.4.3.2 Verizon, effective immediately upon an Eligibility Change Determination, may reject any new orders that conflict with the Eligibility Change Determination without first seeking dispute resolution. During the period from the date on which Verizon updates the Wire Center List as described in Section 3.4.3 above and the date of an Eligibility Change Determination, any new order ELI may place for a TRRO Certification Element shall be subject to the certification and provision-then-dispute provisions set forth in Sections 3.4.2.3 and 3.4.2.5 above.

3.4.3.3 The transition provisions set forth in this Section 3.4.3 shall apply until such time as the Commission or the FCC adopts different transition requirements that apply in cases where Verizon revises its Wire Center List to add any new Wire Centers not listed as of the Amendment Effective Date or to upgrade ("upgrade" meaning movement to a higher level of non-

impairment (e.g., from Tier 2 to Tier 1)) the non-impairment status of any Wire Center listed as of the Amendment Effective Date, at which time such different Commission or FCC requirements shall apply for so long as they remain effective.

3.5 Routine Network Modifications.

3.5.1 General Conditions. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and subject to the conditions set forth in Section 2 above:

3.5.1.1 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 ELI to the Loop, Dedicated Transport, or Dark Fiber Transport facilities 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. Verizon shall perform routine network modifications in a nondiscriminatory fashion without regard to whether the facility being accessed was constructed on behalf of, or in accordance with the specifications of, any carrier. Routine network modifications applicable to Loops or Transport 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 applicable to Dark Fiber Transport may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable ELI to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. 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, or the placement of new cable. 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.

3.5.2 Performance Plans. Verizon may exclude its performance in connection with the provisioning of Loops or Transport (including Dark Fiber 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.

3.5.3 Nothing contained in this Section 3.5 shall be deemed: (a) to establish any obligation of Verizon to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 any facility that the Amended Agreement does not otherwise require Verizon to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, (b) to obligate Verizon to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51, for any period of time not required under the Amended Agreement, access to any Discontinued Facility, or (c) to limit any right of Verizon under the Amended Agreement, any Verizon tariff or applicable law, to cease providing a Discontinued Facility.

4. Miscellaneous Provisions.

- 4.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 4.1.
- 4.2 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.
- 4.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 4.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly herein. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." 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.
- 4.5 Reservation of Rights. Notwithstanding any contrary provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, nothing contained in the Agreement, this Amendment, or any Verizon tariff or SGAT shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Washington Utilities & Transportation Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's rights or obligations under the Agreement, this Amendment, any Verizon tariff or SGAT, or Applicable Law.
- 4.6 Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.
- 4.7 Definitions. Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:

- 4.7.1 Call-Related Databases. Databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. Call-related databases include, but are not limited to, the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and downstream number portability databases.
- 4.7.2 Dark Fiber Loop. Consists of fiber optic strand(s) in a Verizon fiber optic cable between Verizon's accessible terminal, such as the fiber distribution frame, or its functional equivalent, located within a Verizon wire center, and Verizon's accessible terminal located in Verizon's main termination point at an end user customer premises, such as a fiber patch panel, and that Verizon has not activated through connection to electronics that "light" it and render it capable of carrying telecommunications services.
- 4.7.3 Dark Fiber Transport. An optical transmission facility within a LATA, that Verizon has not activated by attaching multiplexing, aggregation or other electronics, between Verizon switches (as identified in the LERG) or wire centers. Dark fiber facilities between (i) a Verizon wire center or switch and (ii) a switch or wire center of ELI or a third party are not Dark Fiber Transport.
- 4.7.4 Dedicated Transport. A DS1 or DS3 transmission facility between Verizon switches (as identified in the LERG) or wire centers, within a LATA, that is dedicated to a particular end user or carrier. Transmission facilities or services provided between (i) a Verizon wire center or switch and (ii) a switch or wire center of ELI or a third party are not Dedicated Transport.
- 4.7.5 Discontinued Facility. Any facility that Verizon, at any time, has provided or offered to provide to ELI on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and/or 47 C.F.R. Part 51 (whether under the Agreement, a Verizon tariff, or a Verizon SGAT), but which by operation of law has ceased or ceases to be subject to an unbundling requirement under 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51. By way of example and not by way of limitation, Discontinued Facilities include the following, whether as stand-alone facilities or combined with other facilities: (a) any Entrance Facility; (b) Enterprise Switching; (c) Mass Market Switching; (d) Four-Line Carve Out Switching; (e) OCn Loops and OCn Dedicated Transport; (f) DS1 Loops or DS3 Loops out of any wire center at which 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51 does not require Verizon to provide ELI with unbundled access to such Loops; (g) Dark Fiber Loops; (h) any DS1 Loop or DS3 Loop that exceeds the maximum number of such Loops that Verizon is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide to ELI on an unbundled basis at a particular building location; (i) DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport on any route as to which 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51 does not require Verizon to provide ELI with unbundled access to such Transport; (j) any DS1 Dedicated Transport circuit or DS3 Dedicated Transport circuit that exceeds the number of such circuits that Verizon is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide to ELI on an unbundled basis on a particular route; (k) the Feeder

portion of a Loop; (l) Line Sharing; (m) any Call-Related Database other than the 911 and E911 databases; (n) Signaling; (o) Shared Transport; (p) FTTP Loops (lit or unlit) in a new build environment; (q) FTTP Loops (lit or unlit) in an overbuild environment, subject to the limited exceptions set forth in Section 3.1 above; (r) Hybrid Loops (subject to the limited exceptions set forth in Section 3.2 above); and (s) any other facility or class of facilities as to which the FCC has not made a finding of impairment that remains effective or as to which the FCC makes (or has made) a finding of nonimpairment.

- 4.7.6 Distribution Sub-Loop Facility. The copper portion of a Loop in Verizon's network that is between the minimum point of entry ("MPOE") at an end user customer premises and Verizon's feeder/distribution interface.
- 4.7.7 DS1 Dedicated Transport. Dedicated Transport having a total digital signal speed of 1.544 Mbps.
- 4.7.8 DS3 Dedicated Transport. Dedicated Transport having a total digital signal speed of 44.736 Mbps.
- 4.7.9 DS1 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, 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. A DS1 Loop requires the electronics necessary to provide the DS1 transmission rate. DS1 Loops are sometimes also known as DS1 "Links".
- 4.7.10 DS3 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving 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. DS3 Loops are sometimes also known as DS3 "Links".
- 4.7.11 Enterprise Switching. Local Switching or Tandem Switching that, if provided to ELI would be used for the purpose of serving ELI's customers using DS1 or above capacity Loops.
- 4.7.12 Entrance Facility. A transmission facility (lit or unlit) or service provided between (i) a Verizon wire center or switch and (ii) a switch or wire center of ELI or a third party.
- 4.7.13 Feeder. The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving wire center and a remote terminal or feeder/distribution interface.
- 4.7.14 Four-Line Carve Out Switching. Local Switching that Verizon is not required to provide pursuant to 47 C.F.R. § 51.319(d)(3)(ii).

- 4.7.15 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 wire center 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 wire center 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.
- 4.7.16 [This Section Intentionally Left Blank].
- 4.7.17 Hybrid Loop. A local Loop composed of both fiber optic cable and copper wire or cable. An FTTP Loop is not a Hybrid Loop.
- 4.7.18 Line Sharing. The process by which ELI provides xDSL service over the same copper Loop that Verizon uses to provide voice service by utilizing the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions (the High Frequency Portion of the Loop, or "HFPL"). The HFPL includes the features, functions, and capabilities of the copper Loop that are used to establish a complete transmission path between Verizon's main distribution frame (or its equivalent) in its serving Wire Center and the demarcation point at the end user's customer premises.
- 4.7.19 Local Switching. The line-side and trunk-side facilities associated with the line-side port, on a circuit switch in Verizon's network (as identified in the LERG), plus the features, functions, and capabilities of that switch, unbundled from loops and transmission facilities, including: (a) the line-side Port (including the capability to connect a Loop termination and a switch line card, telephone number assignment, dial tone, one primary directory listing, pre-subscription, and access to 911); (b) line and line group features (including all vertical features and line blocking options the switch and its associated deployed switch software are capable of providing that are provided to Verizon's local exchange service Customers served by that switch); (c) usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks); and (d) trunk features (including the connection between the trunk termination and a trunk card).
- 4.7.20 Mass Market Switching. Local Switching or Tandem Switching that, if provided to ELI, would be used for the purpose of serving an ELI end user customer with DS0 Loops. Mass Market Switching does not include Four Line Carve Out Switching.

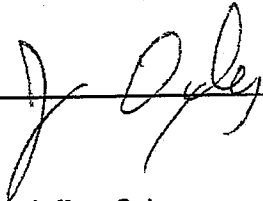
- 4.7.21 Packet Switched. Routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, or functions that are performed by the digital subscriber line access multiplexers, including but not 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.
- 4.7.22 Qualifying UNE. Shall have the meaning as defined in Section 3.4.1.1.
- 4.7.23 Qualifying Wholesale Service. Shall have the meaning as defined in Section 3.4.1.1.
- 4.7.24 Signaling. Signaling includes, but is not limited to, signaling links and signaling transfer points.
- 4.7.25 Sub-Loop for Multiunit Premises Access. Any portion of a Loop, other than an FTTP Loop, that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises. It is not technically feasible to access a portion of a Loop at a terminal in Verizon's outside plant at or near a multiunit premises if a technician must access the facility by removing a splice case to reach the wiring within the cable.
- 4.7.26 Tandem Switching. The trunk-connect facilities on a Verizon circuit switch that functions as a tandem switch, plus the functions that are centralized in that switch, including the basic switching function of connecting trunks to trunks, unbundled from and not contiguous with loops and transmission facilities. Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon tandem switch for the purpose of routing a call. A tandem switch does not provide basic functions such as dial tone service.
- 4.7.27 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.

ELECTRIC LIGHTWAVE, LLC

VERIZON NORTHWEST INC.

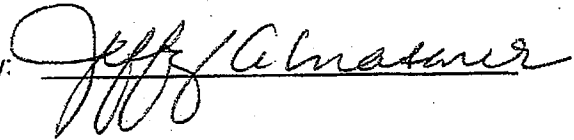
By: _____



Printed: J. Jeffery Oxley

Title: Exec. Vice Pres., Gen. Counsel & Secy.

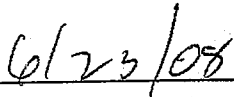
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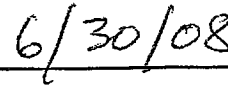
Printed: Jeffrey A. Masoner

Title: Vice President - Interconnection Services

Date: _____



Date: _____



Pricing Attachment to the TRO Amendment

1. General

1.1 As used in this Attachment:

1.1.1 "Services" means and includes any Network Element or other service, facility, equipment or arrangement, provided pursuant to this Amendment; and,

1.1.2 "Charges" means the rates, fees, charges and prices for a Service.

1.2 Charges for Services provided under the Amended Agreement shall be those set forth in Exhibit A of this Pricing Attachment and in the Amended Agreement (including any cross references therein to applicable tariffs). The Charges stated in Exhibit A of this Pricing Attachment 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.

1.3 In the absence of Charges for a Service established pursuant to Section 1.2 of this Attachment, the Charges for the Service shall be the Charges required, approved, or otherwise allowed to go into effect, by the Washington Utilities & Transportation Commission or the FCC (including, but not limited to, in a tariff that has been filed with the Washington Utilities & Transportation Commission or the FCC), provided such Charges are not subject to a stay issued by any court of competent jurisdiction.

1.4 In the absence of Charges for a Service established pursuant to Sections 1.2 through 1.3 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

EXHIBIT A¹

WA NETWORK MODIFICATION - RATE ELEMENT	NON-RECURRING CHARGES
REMOVAL OF LOAD COILS - Initial - > 12K ft.	\$ 391.68*
REMOVAL OF LOAD COILS- Subsequent - > 12K ft.	\$ 391.68*
REMOVAL OF BRIDGED TAPS - One Occurrence - > 12K ft.	\$ 194.38*
REMOVAL OF BRIDGED TAPS- Multi-Occurrence - > 12K ft.	\$ 391.68*
REMOVAL OF BRIDGED TAP (One Occurrence) & LOAD COILS - > 12K ft.	\$ 506.77*
REMOVAL OF BRIDGED TAPS (Multi-Occurrence) & LOAD COILS - > 12K ft.	\$ 704.08*
Disconnection Charges	Per Verizon WUTC Tariff WN-U21
Other charges shall apply as provided for in Section 1 of the Pricing Attachment to this Amendment, including, but not limited to, charges set forth in Verizon WUTC Tariff WN-U21.	

¹ This Exhibit 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 Amended 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 Exhibit shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Amended 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 Amended Agreement.

* Washington State approved rates per approved tariff WN U-21, Section 5.