

**AMENDMENT NO. 1**  
**to the**  
**INTERCONNECTION AGREEMENT**  
**between**  
**VERIZON NORTHWEST INC., F/K/A GTE NORTHWEST INCORPORATED**  
**and**  
**BROADWING COMMUNICATIONS, LLC**  
**FOR THE STATE OF WASHINGTON**

This Amendment No. 1 (this "Amendment") is made this 1st day of January, 2007 (the "Amendment Effective Date"), by and between Verizon Northwest Inc., f/k/a GTE Northwest Incorporated ("Verizon"), and Broadwing Communications, LLC ("Broadwing"). (Verizon and Broadwing may hereinafter be referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the State of Washington.

**WITNESSETH:**

**WHEREAS**, pursuant to an adoption letter dated April 12, 2002, Focal Communications Corporation of Washington ("Focal") adopted for the State of Washington the "Interconnection, Resale and Unbundling Agreement Between GTE South Incorporated and Time Warner Telecom" for the State of North Carolina (the "Agreement"), and Verizon and Focal entered into a "Supplemental Agreement to the Interconnection, Resale and Unbundling Agreement Between Verizon Northwest Inc. and Focal Communications Corporation of Washington" (the "Supplemental Agreement") (such adoption, Agreement and Supplemental Agreement, hereinafter the "Terms"); and

**WHEREAS**, Focal assigned the Terms to Broadwing; and

**WHEREAS**, Broadwing and Verizon desire to amend the Terms as set forth herein;

**NOW, THEREFORE**, in consideration of the mutual promises, provisions and covenants herein contained, the Parties agree as follows:

1. Amendment. Effective January 1, 2007, the Terms are amended as follows:
  - a. The first sentence of Article V, Section 4.1.1(c), which presently reads:

“A special access and/or CLEC Dedicated Transport arrangement terminating at a GTE Wire Center subject to the rates, terms, and conditions contained in GTE's applicable tariffs.”

is amended to read:

“A special access arrangement terminating at a GTE Wire Center subject to the rates, terms, and conditions contained in GTE's applicable tariffs.”

b. The caption and first sentence of Article V, Section 4.2.3, which presently read:

“Special Access and/or CLEC Dedicated Transport: GTE will charge special access and/or switched access rates from the applicable GTE intrastate access tariff.”

are amended to read:

“Special Access: GTE will charge special access rates from the applicable GTE intrastate access tariff.”

2. Scope of this Amendment. This Amendment shall amend, modify and revise the Terms only to the extent set forth expressly in this Amendment, and, except to the extent set forth in this Amendment, the rates, terms and provisions of the Terms shall remain in full force and effect after the Amendment Effective Date. Nothing in this Amendment shall be deemed to extend or amend the term of the Terms, or to affect the right of a Party to exercise any right of termination it may have under the Terms.
3. Conflict Between this Amendment and the Terms. This Amendment shall be deemed to revise the rates, terms and provisions of the Terms to the extent necessary to give effect to the rates, terms and provisions of this Amendment. In the event of a conflict between the rates, terms and provisions of this Amendment and the rates, terms and provisions of the Terms, this Amendment shall govern, *provided, however*, that the fact that a rate, term or provision appears in this Amendment but not in the Terms, or in the Terms but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 3.
4. 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.
5. 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 rate, term or provision of this Amendment.

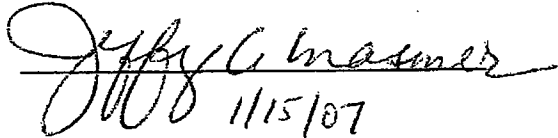
**SIGNATURE PAGE**

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

**BROADWING COMMUNICATIONS, LLC**

**VERIZON NORTHWEST INC.**

By: \_\_\_\_\_

By:  11/15/07

Printed:

Printed: Jeffrey A. Masoner

Title:


Title: Vice President – Interconnection Services

**SIGNATURE PAGE**

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

**BROADWING COMMUNICATIONS, LLC**

**VERIZON NORTHWEST INC.**

By:   
12/29/06

By: \_\_\_\_\_

Printed: MARK PIETRO

Printed: Jeffrey A. Masoner

Title: PRESIDENT OPERATIONS

Title: Vice President – Interconnection Services

APPROVED AS TO FORM  
LEGAL DEPT. 