

AMENDMENT NO. 2

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. 2 (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, on April 18, 2001, in the *Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, 16 FCC Rcd 9151 ("Order"), the Federal Communications Commission ("FCC") affirmed its prior determination that Internet traffic is not subject to Reciprocal Compensation under Section 251(b)(5) of the Communications Act of 1934 (the "Act") (47 U.S.C. § 251(b)(5)), but exercised its authority under Section 201 of the Act (47 U.S.C. § 201) to establish a transitional plan for intercarrier compensation for Internet traffic; 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:
 - 1.1 "Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.
 - 1.2 Reciprocal Compensation under 47 U.S.C. § 251(b)(5) shall not apply to Internet Traffic.
 - 1.3 The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the Order, other applicable orders and rules of the FCC, and Verizon's tariffs. A Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the Order, other applicable orders and rules of the FCC, and Verizon's tariffs.
 - 1.4 The determination of whether traffic is Local Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the Order (including, but not limited to, in accordance with the rebuttable presumption established by the Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the Order for rebutting such presumption before the Commission) and other applicable orders and rules of the FCC.
2. Effect of Stay or Vacatur on Amendment. Should the FCC or a court of competent jurisdiction stay or vacate any or all provisions of the Order or other orders or rules of the FCC with respect to intercarrier compensation applicable to the Parties' exchange of Internet Traffic, then the stayed or vacated provisions shall cease to apply (and the Parties shall be relieved of their respective obligations under such provisions) as of the date specified in the order implementing the stay or vacatur or, in the absence of such a specified date, the effective date of the order implementing the stay or vacatur.
3. 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.


4. 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 4.
5. 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.
6. 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: _____


12/29/06

Printed: **MARK PIETRO**

Printed: Jeffrey A. Masoner

Title: **PRESIDENT OPERATIONS**

Title: Vice President – Interconnection Services

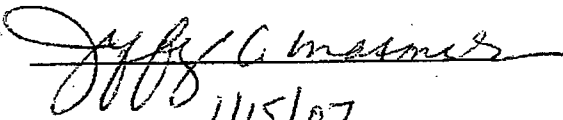
APPROVED AS TO FORM
LEGAL DEPT.


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