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**AMENDMENT NO. 2  
TO THE  
AGREEMENT FOR DID SERVICE  
BETWEEN  
EDMONDS SCHOOL DISTRICT ("CUSTOMER")  
AND  
VERIZON NORTHWEST INC. ("VERIZON")**

This is Amendment No. 2 ("Amendment No. 2") to the Agreement for DID ("Direct Inward Dialing") Service (the "Agreement") between Edmonds School District ("Customer") and Verizon Northwest Inc. ("Verizon").

Whereas, the parties entered into the Agreement effective July 30, 2005 (Contract No. 1303ICB) filed on April 21, 2005 (Docket UT-050624), Verizon internal tracking number 2005-310404); and

Whereas, the parties amended the Agreement to extend the term period under Amendment No. 1 effective July 31, 2007 (Contract No. 1341ICB) filed on June 8, 2007 (Docket UT-050624), Verizon internal tracking number 2007-396219); and

Whereas, the purpose of this Amendment No. 2 is to further extend the term of the Agreement for twelve (12) consecutive months.

Pursuant to Section 15, the parties agree to amend the Agreement as follows:

- 1) The Agreement will expire July 30, 2008. In order for Service to continue without interruption, this Amendment No. 2 must be fully executed and filed with the Commission on or about June 26, 2008, in order for the Commission to complete its review and approval prior to the July 30, 2008 expiration date.

If this Amendment No. 2 is not approved and effective by July 30, 2008, the Agreement will terminate and Customer's Service will immediately transition to Verizon's general tariff offering at the minimum term commitment specified therein, unless Customer provides written notice to Verizon to disconnect Service altogether, in which case the disconnection will be implemented and effective July 30, 2008. If Service is not available in Verizon's tariff, Service will terminate.

Customer must sign and date this Amendment No. 2 and return it to Verizon on or before June 20, 2008 in order for Verizon to sign and prepare this Amendment No. 2 for filing with the Commission. This Amendment No. 2 will not be considered fully executed until signed by both Customer and Verizon.

- 2) Provided this Amendment No. 2 is made effective on or before July 30, 2008, the term of the Agreement shall be extended for the period July 31, 2008 – July 30, 2009 (the "Extension Term"), unless sooner terminated.

- 3) Customer's monthly recurring charges for DS1 Service as set forth in the Agreement will remain in full force and effect for the Extension Term.

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

IN WITNESS WHEREOF, Customer and Verizon have caused this Amendment No. 2 to be executed by their duly authorized representatives.

**EDMONDS SCHOOL DISTRICT**

Mark S. Tuel  
Authorized Signature

ASSISTANT SUPERINTENDENT  
Title

6/24/08  
Date

Verizon Business Network  
Services, Inc. on behalf of

**VERIZON NORTHWEST INC.**

Suleiman Hessami  
Authorized Signature

VP Pricing/Contract Management  
Title

06/26/2008  
Date