

**LIMITED EXTENSION OF CONTRACT NUMBER 97-UW-GTE01
FOR
CENTRANET® AND RELATED TELECOMMUNICATIONS SERVICES
BETWEEN THE
[REDACTED] AND VERIZON NORTHWEST INC.**

Whereas, Verizon Northwest Inc. (Verizon) and [REDACTED] (Customer) (hereinafter "the Parties") entered into an Agreement for CentraNet and Related Telecommunications Services Contract No. 97-[REDACTED]-GTE01 (the "Agreement") approved effective by the Washington Utilities and Transportation Commission (the "Commission") May 19, 1997 (Contract No. 1098), and

Whereas, the Parties agreed to modify the Agreement by Amendment No. 1 to the Agreement approved effective July 31, 1997 as Contract No. 1102; and

Whereas, the Parties agreed to modify the Agreement by Amendment No. 2 to the Agreement executed July 13, 1998 and Amendment No. 3 to the Agreement approved effective January 28, 1999 as Contract No. 1128; and

Whereas, the Parties agreed to modify the Agreement by Amendment No. 4 to the Agreement approved effective May 10, 2001 as Contract No. 1202; and

Whereas, the Parties agreed to modify the Agreement by Amendment No. 5 to the Agreement approved effective June 22, 2003 as Contract No. 1254; and

Whereas, the Parties agreed to modify the Agreement by Amendment No. 6 to the Agreement approved effective August 24, 2003 as Contract No. 1260; and

The purpose of this Limited Extension of Contract Number 97-[REDACTED]-GTE01 is to provide for the limited, temporary extended applicability of the Agreement in order to permit the parties to complete the migration of Customer's remaining Service under the Agreement to Customer's selected alternate service arrangements. As of the date of this Limited Extension of Contract Number 97-[REDACTED]-GTE01, a limited quantity of Service remains in-service under the Agreement, as amended through and including Amendment No. 6. All other Service has been discontinued. Customer's selected alternate service arrangements include services provided by other telecommunications service providers as well as other services provided by Verizon. No new Service, or changes to Service (except disconnection) may be ordered under the Agreement.

The Parties agree as follows:

- 1) Since 2007, the Parties have been engaged in good faith discussions concerning new service arrangements and the transition or discontinuation of Service under the Agreement upon the Agreement's expiration (August 25, 2008).
- 2) At this time, while transition and disconnection has been completed for most of the Service under the Agreement, Customer and applicable telecommunications service providers are still in the process of completing the migration or transition of remaining Service from the Agreement to new service arrangements. During this transition period, Verizon has continued to provision Service under the Agreement to minimize service disruption or interruption to Customer.
- 3) The Parties agree that Service has continued under the Agreement (including the Agreement's terms and conditions) and that there has been no breach of the Agreement. Verizon has continued to provide Service, and Customer has continued, and will

REDACTED

continue, to pay all charges for Service provided as set forth in the Agreement, as amended.

- 4) As set out above, only a limited quantity of Service remains. Pursuant to this Limited Extension of Contract Number 97-████GTE01, the Monthly Recurring Charge for each Private Tie Trunk of \$150.00 and the Monthly Recurring Charge for DID Numbers of \$15.00 per 100 block, as set forth in Amendment No. 5, will be billed to Customer. This remaining Service is provided on a month to month basis. Charges will apply and be billed for each unit of Service as such remains in-service until Service migration and disconnection are completed.
- 5) The Parties agree to enter into this Limited Extension of Contract Number 97-████GTE01 to extend the applicability of the Agreement, as amended, on a month to month basis for a limited period until remaining Service under the Agreement is transitioned to other service arrangements and discontinued hereunder, or to December 31, 2008, whichever occurs first. Remaining Service will cease effective January 1, 2009 unless sooner disconnected.
- 6) This Limited Extension of Contract Number 97-████GTE01 shall be filed with the Washington Utilities and Transportation Commission (Commission) and it shall become effective on either (a) the thirty-first (31st) calendar day after the date of such filing, unless 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.

EXCEPT AS EXPRESSLY MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF CONTRACT 97-████GTE01, AS MODIFIED BY AMENDMENTS 1, 2, 3, 4, 5 AND 6 REMAIN UNCHANGED AND CONTINUE IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the Parties hereto have caused this Limited Extension of Contract Number 97-████GTE01 to be duly executed by their authorized representatives.

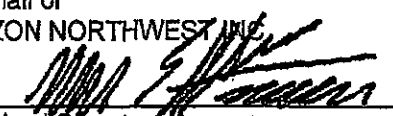
████████████████████

 Authorized Signature

 Printed Name

 Title
 10/23/08

 Date

Verizon Business Network Services Inc.,
 on behalf of
 VERIZON NORTHWEST INC.


 Authorized Signature
 Suleiman Hessami
 VP Pricing/Contract Management

 Title
 11/05/2008

 Date

REDACTED