

**FIRST AMENDMENT TO
AGREEMENT FOR LOCAL INTERCONNECTION
AND LOCAL TRAFFIC EXCHANGE**

BY AND BETWEEN

WHIDBEY TELEPHONE COMPANY

AND

COMCAST PHONE OF WASHINGTON, LLC

August 22, 2011

This First Amendment (this "Amendment") is made effective, subject to Section 7 below, as of the 22nd day of August, 2011, by and between Whidbey Telephone Company dba Whidbey Telecom ("ILEC"), a Washington corporation with offices at 14888 SR 525, Langley, WA 98260, and Comcast Phone of Washington, LLC ("Comcast"), a Delaware limited liability company with offices at One Comcast Center, Philadelphia, PA 19103. Whidbey and Comcast may also be referred to herein singularly as a "Party" or collectively as the "Parties."

BACKGROUND

Whidbey and Comcast have previously entered into that certain Agreement for Local Interconnection and Local Traffic Exchange by and between Whidbey and Comcast, which agreement contained a stated effective date of March 18, 2010, and was approved by order of the Washington Utilities and Transportation Commission ("WUTC"), dated June 7, 2010, in its Docket No. UT-103011 (the "Agreement").

While the Agreement addresses the exchange between the Parties of directory listings for purposes of the inclusion of such listings in printed telephone directories, the Agreement does not address the exchange of Directory Assistance Listings (as hereinafter defined) for purposes of the inclusion of such listings in Directory Assistance Databases (as hereinafter defined).

The Parties now desire to amend the Agreement to provide for the submission by Comcast to ILEC of Directory Assistance Listings (as hereinafter defined) for purposes of the inclusion of such listings in the Directory Assistance Database (as hereinafter defined) utilized by ILEC to furnish Local Directory Assistance (as hereinafter defined) and other directory assistance (as hereinafter more fully specified), and to provide for other matters related thereto as set forth more fully below, all subject to the approval of this Amendment by the WUTC as required by law.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Agreement.

Upon the approval of this Amendment by the WUTC, the Agreement shall, by this Amendment, be amended by adding thereto the following new Section 21A, which shall be incorporated into the Agreement immediately following Section 21 thereof and immediately preceding Section 22 thereof. Thereafter and until expiration, termination or cancellation of the Agreement, or until amended or removed by reason of a further amendment to the Agreement, the terms and conditions of the following new Section 21A shall apply to and be a part of the Agreement:

“21A. Directory Assistance Listings.

21A.1 As used in this Section 21A, the following terms shall have the following meanings:

Directory Assistance Bureau means an operation that, either by means of live operators or mechanically, or by any combination of live operators and mechanically, furnishes directly to End Users, upon telephonic (including, but not limited to, VoIP) request by such End Users, Directory Assistance Listings for other End Users.

Directory Assistance Database means the compilation of Directory Assistance Listings that is accessed by a Directory Assistance Bureau to furnish Local Directory Assistance.

Directory Assistance Listing and Directory Assistance Listings mean a set of data consisting of a South Whidbey Rate Center telephone number assigned by a Party to a direct, retail End User of that Party or that Party’s Affiliate and the customer name and customer location (which may be either an address or a locality) associated with that telephone number. Reference in this Section 21A to a “telephone number assigned” by a Party shall include not only telephone numbers assigned by the referenced Party but also telephone numbers that have been ported to the referenced Party.

Local Directory Assistance means the provision to one or more End Users of information contained in Directory Assistance Listings for one or more other End Users.

21A.2 Comcast hereby represents that, as of the effective date of the First Amendment to this Agreement, neither Comcast nor any Affiliate of Comcast owns or operates any Directory Assistance Bureau. If either Comcast or any Affiliate of Comcast commences to own and/or operate a Directory Assistance Bureau, Comcast shall give written notice thereof to ILEC in accordance with Section 11 not less than thirty (30) days prior to such commencement.

If Comcast or any Affiliate of Comcast commences to own and/or operate a Directory Assistance Bureau, and if requested by ILEC in writing, Comcast agrees thereafter to negotiate in good faith the inclusion in Comcast's Directory Assistance Database (and/or the Directory Assistance Database of such Comcast Affiliate) of ILEC's Directory Assistance Listings for ILEC's End Users on terms (i) no less favorable to ILEC than the terms contained in this Section 21A applicable to Comcast Directory Assistance Listings furnished to ILEC are favorable to Comcast and (ii) no less favorable to ILEC than would be required by law or governmental regulation absent this provision. For purposes of this Section 21A.2, any Directory Assistance Bureau owned and/or operated by any Affiliate of Comcast shall be treated as though it were owned and/or operated by Comcast.

Notwithstanding any other provision of this Agreement, in the event that any Directory Assistance Listing of a Party shall come to be included in any Directory Assistance Database owned and/or operated by the other Party (or by any Affiliate of the other Party) by reason of such other Party (or such other Party's Affiliate) having acquired such Directory Assistance Listing from any third party, such first Party shall not owe such other Party (or such other Party's Affiliate) any compensation with respect to such inclusion.

21A.3

Comcast may submit to ILEC Directory Assistance Listings (including additions, changes and deletions thereto) for Comcast's End Users if ILEC then owns and/or operates a Directory Assistance Bureau that provides Local Directory Assistance for the South Whidbey Rate Center. Such listings shall be limited to one basic, primary listing for each South Whidbey Rate Center telephone number assigned by Comcast to Comcast End Users. Comcast may request that ILEC include additional Directory Assistance Listings (or include in any Comcast Directory Assistance Listing additional material not included in a basic, primary listing) in ILEC's Directory Assistance Database for South Whidbey

Rate Center telephone numbers assigned by Comcast. In such event, in addition to the non-recurring charge per Directory Assistance Listing specified in Section 21A.10, a recurring charge shall also apply thereto, as specified in Attachment II hereto, which attachment is incorporated herein as though fully set forth, and the said charge, to the extent applicable and to the extent that ILEC elects to render billing to Comcast for such charges, shall be billed by ILEC and paid by Comcast in accordance with Section 4; provided, however, that if a recurring charge applies pursuant to Section 21.5 to the same additional listing (or the same additional material), the recurring charge for such additional listing or such additional material that applies in accordance with Attachment II hereto shall be reduced (to not less than \$ -0-) by the amount of the said recurring charge that applies to the same listing or the same additional material pursuant to Section 21.5. It is Comcast's responsibility to submit such Directory Assistance Listings that Comcast desires to have included in ILEC's Directory Assistance Database in the manner and format prescribed by ILEC, which manner and format will be provided by ILEC to Comcast upon written request for such information submitted by Comcast to ILEC in accordance with Section 11.

21A.4 To the extent that Directory Assistance Listings in compliance with the requirements of this Section 21A are furnished by Comcast to ILEC as provided in this Section 21A and are not rejected by ILEC pursuant to Section 21A.9, ILEC will include, or cause to be included, such Directory Assistance Listings in the Directory Assistance Database utilized by ILEC's Directory Assistance Bureau to furnish Local Directory Assistance to ILEC's End Users. ILEC will use commercially reasonable efforts to so include, or cause to be so included, such Directory Assistance Listings within a timeframe that is in parity with the timeframes within which ILEC includes, or causes to be included, in such Directory Assistance Database Directory Assistance Listings for its own End Users.

- 21A.5 Comcast shall not, pursuant to this Section 21A, deliver to ILEC for inclusion in the Directory Assistance Database that is utilized by ILEC's Directory Assistance Bureau (i) any "Non-Published" listing, (ii) any listing other than listings that Comcast is duly authorized to deliver for such purpose, or (iii) any listing that is for other than a South Whidbey Rate Center telephone number assigned by Comcast to a direct, retail End User of Comcast or to a direct, retail End User of a Comcast Affiliate.
- 21A.6 ILEC's obligation to include Directory Assistance Listings submitted to it by Comcast in the Directory Assistance Database utilized by ILEC's Directory Assistance Bureau is subject to those Directory Assistance Listings being submitted to ILEC in accordance with the manner and format specified by ILEC. In addition, ILEC shall not be required to enter into its Directory Assistance Database any Directory Assistance Listing or material that it would not include in its Directory Assistance Database or in the relevant Directory Assistance Listing, if the End User to which that Directory Listing pertained were its End User.
- 21A.7 Comcast shall deliver to ILEC, for inclusion in ILEC's Directory Assistance Database pursuant to this Section 21A, only Directory Assistance Listings for Comcast direct, retail End Users (or direct, retail End Users of a Comcast Affiliate) that include a South Whidbey Rate Center telephone number assigned by Comcast. Comcast will use commercially reasonable efforts to deliver to ILEC requests for the inclusion of Directory Assistance Listings for such telephone numbers newly assigned by Comcast or newly ported to Comcast within two (2) business days after such telephone numbers are activated on Comcast's system to receive calls, and such delivery shall occur no later than five (5) business days after such activation. Comcast shall use commercially reasonable efforts to deliver to ILEC requests for changes to Directory Assistance Listings previously submitted by Comcast to ILEC within two (2) business days after the need for such

change is identified by Comcast or after such change is requested by the Comcast End User (whichever shall first occur), and such delivery shall occur no later than five (5) business days after such identification or End User request (whichever shall first occur). Such requests shall be submitted in the manner and format reasonably specified by ILEC for such purpose.

21A.8 In the event that Comcast shall deliver to ILEC any Directory Assistance Listing for inclusion in ILEC's Directory Assistance Database pursuant to this Section 21A, upon the End User to which that Directory Assistance Listing pertains ceasing to be a Comcast End User with respect to the telephone number that is included in such Directory Assistance Listing, Comcast shall use commercially reasonable efforts to deliver in writing to ILEC, within two (2) business days after such cessation, a request that the said Directory Assistance Listing be removed from ILEC's Directory Assistance Database, and such delivery shall occur no later than five (5) business days after such cessation. Such requests shall be submitted in the manner and format reasonably specified by ILEC for such purpose.

Comcast hereby authorizes ILEC, upon the execution by ILEC of any inbound port to ILEC of any telephone number that is included in any Comcast Directory Assistance Listing then-previously furnished by Comcast to ILEC for inclusion in ILEC's Directory Assistance Database, to delete the said Comcast Directory Assistance Listing from ILEC's Directory Assistance Database. Comcast hereby consents to each such deletion.

21A.9 In the event that Comcast submits to ILEC any request for any change to or deletion of any Comcast Directory Assistance Listing then-previously furnished by Comcast to ILEC, and ILEC is unable to find an exactly matching record within its Directory Assistance Database or to confirm that such listing has been deleted by ILEC pursuant to the second paragraph of Section 21A.8, upon request by ILEC, Comcast shall cooperate

with ILEC by submitting a corrected request or otherwise as may be reasonably requested by ILEC to facilitate identification of the Directory Assistance Listing to which such change or deletion pertains. If Comcast submits a corrected request, it shall use commercially reasonable efforts to do so within two (2) business days after receipt by Comcast of ILEC's request for such corrected listing, and shall submit such corrected request no later than five (5) business days after Comcast's receipt of such request. In the event that Comcast submits to ILEC any request for the addition to ILEC's Directory Assistance Database of a new Comcast Directory Assistance Listing or the change of a then-previously submitted Comcast Directory Assistance Listing, and the request is rejected by ILEC, ILEC shall use commercially reasonable efforts to notify Comcast of such rejection within five (5) business days after ILEC's receipt of such request, and such notification shall include identification of the reason(s) for such rejection. The submission by Comcast of any corrected request for a Directory Assistance Listing shall be deemed to be a distinct request to which shall apply the Directory Assistance Service Request Charge set in forth in Attachment II hereto, which attachment is incorporated herein as though fully set forth.

21A.10

ILEC shall be entitled to be compensated by Comcast for adding Comcast Directory Assistance Listings to ILEC's Directory Assistance Database and/or changing Comcast Directory Assistance Listings then-previously submitted by Comcast to ILEC for inclusion in ILEC's Directory Assistance Database. Such compensation shall be at the rates and charges set forth in Attachment II hereto, which attachment is incorporated herein as though fully set forth, and the said rates and charges, to the extent applicable and to the extent that ILEC elects to render billing to Comcast for such rates and charges, shall be billed by ILEC and paid by Comcast in accordance with Section 4. Neither Comcast nor any other party shall charge ILEC, or be entitled to any compensation from ILEC, for any

Directory Assistance Listings furnished by Comcast to ILEC pursuant to this Section 21A.

21A.11 Comcast hereby authorizes and consents to ILEC's use of any and all Directory Assistance Listings furnished by Comcast to ILEC, pursuant to this Section 21A, to provide Directory Assistance to ILEC's End Users and other customers and to the end users and other customers of any other telecommunications company or communications company to which ILEC provides, or shall hereafter provide, Directory Assistance.

21A.12 Except for intentional acts of ILEC or gross negligence of ILEC, Comcast shall indemnify and hold harmless, and, upon written request by ILEC, defend ILEC and ILEC's Affiliates, and its and their respective officers, directors, trustees, employees, attorneys, agents and representatives, from and against any and all claims, liabilities, judgments and costs (including reasonable attorneys' fees) (i) arising from the inclusion in ILEC's Directory Assistance Database of any Directory Assistance Listing submitted to ILEC by Comcast pursuant to this Section 21A, (ii) arising from any error or omission in any such Directory Assistance Listing introduced by Comcast or any of its subcontractors, and/or (iii) arising from any failure by Comcast to timely notify ILEC that any such Directory Assistance Listing should be removed from ILEC's Directory Assistance Database. Such indemnification, defense and holding harmless shall be governed by the provisions of Section 8.

21A.13 Either Party may, in its sole discretion, select a different Directory Assistance Bureau provider to provide Local Directory Assistance to its End Users, or cease providing Directory Assistance to its End Users, and nothing contained in this Agreement shall prevent or inhibit such change. To the extent that either Party's change in Directory Assistance Bureau provider is reasonably expected to impact the access to and/or provision of the other Party's Directory Assistance Listing information to such first Party's End Users, such first Party will, within

thirty (30) days of such determination, notify the other Party of such event.

21A.14

On an annual basis, ILEC may, but shall be under no obligation to, furnish to Comcast a report of the Directory Assistance Listings for Comcast End Users that are then included in ILEC's Directory Assistance Database. Within twenty (20) calendar days after its receipt of such report, Comcast shall, in writing, either confirm to ILEC the correctness and completeness of the Directory Assistance Listings shown in the report, or notify ILEC of (i) those respects in which the Directory Assistance Listings shown in the report are incorrect, (ii) the changes necessary to render those Directory Assistance Listings correct in all respects, (iii) those Directory Assistance Listings that should be deleted from ILEC's Directory Assistance Database, and (iv) those Directory Assistance Listings that should be added to ILEC's Directory Assistance Database. As used in the immediately preceding sentence, (i) the term "correctness" means accurately reflecting in all respects the corresponding data elements contained in Comcast's End User records and correct to the best of Comcast's knowledge, and (ii) the term "completeness" means containing all of the Directory Assistance Listings for Comcast End Users that should be included in ILEC's Directory Assistance Database and not containing any Directory Assistance Listing for any Comcast End User that should not be so included. ILEC is hereby authorized to make the additions, changes and deletions identified by Comcast in its response to the said report, and a Directory Assistance Service Request Charge, as set forth in Attachment II hereto, which attachment is incorporated herein as though fully set forth, shall apply for each Directory Assistance Listing added or changed in response to the corrections so identified except for such corrections as shall be the result solely of ILEC error. Upon expiration of the said twenty-day period without any such confirmation or corrections having been received by ILEC, ILEC shall have the right to delete from ILEC's Directory Assistance Database any non-confirmed Comcast Directory Assistance Listing(s) following an additional

fifteen-calendar-days' written notice by ILEC to Comcast of the pendency of such deletions. Comcast hereby consents to each such deletion if Comcast does not deliver to ILEC the above-specified confirmation and/or corrections within such additional fifteen-day notice period; provided, however, that Comcast and ILEC may, but shall be under no obligation to, agree to additional time for Comcast to perform its review of any report furnished to it by ILEC pursuant to this paragraph. If such additional time is so agreed upon, the intervals specified in this paragraph shall be modified accordingly with respect to such report.

2. Additional Amendment to Agreement. Attachment II attached to this Amendment is hereby added to and made a part of the Agreement, with the same effect as though the said Attachment II were attached to the Agreement.
3. Governing Law. To the extent not governed exclusively by, and construed exclusively in accordance with, the laws and regulations of the United States, this Amendment is governed by, and construed in accordance with, the laws and regulations of the United States, to the extent applicable, and the laws of and regulations of the state of Washington, without regard to its conflicts of laws principles.
4. Severability. If any part of this Amendment is held to be unenforceable or invalid in any respect under law or regulation, such unenforceability or invalidity shall affect only the portion of this Amendment that is unenforceable or invalid. In all other respects, this Amendment shall stand as if the invalid provision had not been a part thereof, and the remainder of this Amendment shall remain in full force and effect, unless removal of that provision results in a material change to this Amendment or to the Agreement. If replacement language cannot be agreed upon, either Party may invoke the Dispute Resolution provisions set forth in Section 12 of the Agreement.
5. Captions and Headings. Captions and Section headings have been included in this Amendment solely for the convenience of the Parties, and shall not affect the interpretation of this Amendment.
6. Confirmation of Agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect in accordance with its terms.
7. Effectiveness. Section 1 of this Amendment shall not be effective unless and until this Amendment shall be approved by order of the WUTC, whereupon said Section 1 shall become effective upon the service date of the said order, as evidenced on the face thereof. All other provisions of this Amendment shall

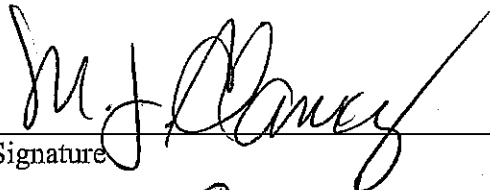
become effective upon the date on which the second of the Parties to execute this Amendment delivers, or causes to be delivered, to the other Party an executed copy of this Amendment executed by said second Party.

8. Counterparts. This Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
9. Entire Agreement. This Amendment constitutes the entire agreement of the Parties with respect to the subject matter hereof, and, except as expressly set forth herein, supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to such subject matter.

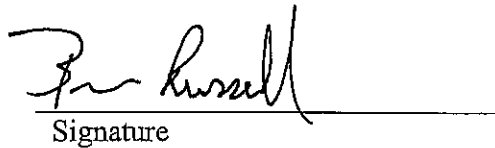
IN WITNESS WHEREOF, each Party has caused this Amendment to be duly executed on its behalf by its duly authorized representative and warrants that it has caused this Amendment to be signed and delivered by its duly authorized representative.

By: Comcast Phone of Washington, LLC

By: Whidbey Telephone Company



Signature



Signature

Michael Cravay

Typed or Printed Name

Bruce Russell

Typed or Printed Name

VP CARRIER MANAGEMENT

Title

COO

Title

August 23, 2011

Date

8/25/11

Date

Attachment II

ADDITIONAL PRICING SCHEDULE

Pursuant to Section 21A.3, Section 21A.9, Section 21A.10 and/or Section 21A.14 of the Agreement to which this Attachment II is attached, the following rate(s) and charge(s) shall be paid by Comcast to ILEC for adding or changing each Comcast Directory Assistance Listing to or in ILEC's Directory Assistance Database:

	<u>Rate / Charge</u>
Addition or Change of Directory Assistance Listing(s), each Listing	
Directory Assistance Service Request Charge	\$ 7.50

Pursuant to Section 21A.3 of the Agreement to which this Attachment II is attached, the following rate(s) and charge(s) shall be paid by Comcast to ILEC for the inclusion in ILEC's Directory Assistance Database of additional Comcast Directory Assistance Listing(s) and/or additional material not included in a basic, primary listing:

	<u>Rate / Charge</u>
Each Directory Assistance Listing For a Comcast-Assigned South Whidbey Rate Center Telephone Number in Excess of the First Such Listing for Such Telephone Number	\$ 1.00*
Each Additional Line of Information Not Included in a Basic, Primary Listing	\$ 1.00*

* Applies each month and/or fraction thereof.