

**AMENDMENT NO 1  
TO THE  
SERVICE AGREEMENT**

WHEREAS, ... ("Customer") entered into a Service Agreement with Verizon Business Network Services Inc. on behalf of Verizon Northwest Inc. effective May 13, 2010 for a 36 month period (in docket UT-100581); and

WHEREAS, Verizon Northwest Inc. is now owned by Frontier Communications of America, Inc. and has been renamed Frontier Communications Northwest Inc. ("Frontier"); and

WHEREAS, Customer and Frontier wish to renew and extend the Service Agreement with modifications stated below;

IT IS THEREFORE AGREED AS FOLLOWS:

1. All references in the Service Agreement to Verizon are changed to Frontier, and all references to Verizon Northwest Inc. are changed to Frontier Communications Northwest Inc.
2. The services, equipment and pricing covered by the Service Agreement are modified as follows, with the following pricing effective as of the Effective Date of this Amendment No. 1.

**Service Charges and Operational Requirements.** Customer agrees to purchase the following Services from Frontier at the rates set forth below, which will be fixed during the Service Period and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to Frontier's standard rates and charges as set out in the applicable tariff, or under a separate contract arrangement or formal amendment to the Service Agreement. Customer shall provide to Frontier at each Customer location a suitable and secure environment for placement of the facilities and equipment to be used by Frontier to provide such Service. Such environment shall include, but not be limited to, the requisite conduit and cabling, entrance facilities and, as required by Frontier for particular Services, an uninterruptible power supply.

<u>Quantity</u>	<u>Service Item</u>	<u>Monthly Recurring Charge / Each</u>	<u>Non-Recurring Charge</u>
1	870MHz Analog Video Circuit	\$1,225.00*	\$0.00
<b>Extended MRC Total:</b>			<b>\$1,225.00</b>

\*Customer shall also pay all applicable taxes and additional charges that may be required under applicable law, rule or regulation in connection with this Service.

3. The Service Period, which is also referred to as the Term Period in the Service Agreement, shall expire July 11, 2013 (the original expiration date was May 12, 2013; Customer requested and Frontier implemented an additional sixty day extension pursuant to Section 5(b)(ii) of the Agreement). Provided this Amendment No. 1 is made effective as described in paragraph 4 below on or before July 11, 2013, the Service Period shall be extended for the period July 12, 2013 through July 11, 2016.
4. Effective Date/Regulatory Filing and Review. This Amendment No. 1, and any subsequent amendment(s), shall be filed with the Washington Utilities and Transportation Commission (Commission). This Amendment No. 1 (and any subsequent amendment(s)) shall become effective on either (a) the thirty-first (31<sup>st</sup>) calendar day after the date of such filing, unless Amendment No. 1 (or subsequent amendment) is 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. This Amendment No. 1 shall at all times be subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its lawful jurisdiction.

- 5. The parties agree that unless stated otherwise in the Service Agreement and this Amendment No. 1, the terms and conditions of the applicable tariff shall apply. In the event of a conflict in language, the controlling order of priority of the documents is: (1) this Amendment No. 1; (2) the Service Agreement; and (3) the tariff.
- 6. Customer must sign and date this Amendment No. 1 and return it to Frontier on or before May 30, 2013 or the proposed Service arrangement and pricing will no longer be available.
- 7. Except as stated otherwise in this Amendment No. 1, all terms and conditions of the Service Agreement remain in effect.

AGREED AND ACCEPTED:

By 726DFRCF9B2F4A7 n (Customer)  
 Name/title \_\_\_\_\_  
 Date May 30, 2013

Frontier Communications Northwest, Inc.  
 (Frontier)  
 By *Brian M. Winters*  
 Name/Title Regional Sales Manager  
 Date 5-30-13