



November 11, 2004

OnFiber Carrier Services, Inc.
James Booth
General Counsel and VP of Law and Gov't Affairs
7887 E. Belleview Avenue, Suite 820
Englewood, CO 80111
tel: 303-729-3150

Dear Mr. Booth:

We have received your request that, under Section 252(i) of the Telecommunications Act of 1996, OnFiber Carrier Services, Inc. ("OnFiber") wishes to adopt in its entirety, the terms of the Interconnection Agreement and any associated amendments, if applicable, (the "Underlying Agreement") between Level 3 Communications, Inc. and Qwest Corporation fka U S WEST Communications, Inc. ("Qwest") that was approved by the Commission on April 6, 2003 as an effective agreement in the State of Washington. OnFiber is incorporated in the state of Delaware. We understand you have a complete copy of the Underlying Agreement.

By their respective signatures below, Qwest and OnFiber ("the Parties") intend that this letter serve as their agreement ("Letter Agreement") for OnFiber to adopt the Underlying Agreement under the following terms and conditions:

1. The Parties acknowledge that Qwest believes that the Underlying Agreement no longer accurately reflects the state of the law regarding certain of Qwest's interconnection and unbundling obligations and that, accordingly, Qwest does not believe that it is obligated to allow OnFiber to adopt the Underlying Agreement without a corresponding amendment that Qwest believes will bring the Underlying Agreement into compliance with current law. Qwest therefore has prepared and provided to OnFiber the attached "TRO/USTA II Amendment," which Qwest believes brings the Underlying Agreement into compliance with current law. Accordingly, the Parties agree to execute and file for Commission approval the attached "TRO/USTA II Amendment" contemporaneously with this Letter Agreement, which amendment thereafter will serve as an amendment to this Letter Agreement.

2. The Parties shall request the Commission to expedite its review and approval of this Letter Agreement. This Letter Agreement shall become effective upon such approval. If for some reason the Commission rejects all or part of the Letter Agreement, including the attached TRO/USTA II Amendment, either party may at its option declare the remainder of the Agreement void and be excused from any performance thereunder.

3. Notwithstanding the mutual commitments set forth herein, the Qwest is entering into this Letter Agreement without prejudice to any positions it has taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters, including those relating to the types of arrangements contained in the Underlying Agreement. During the proceeding in which the Commission is to review and approve the Letter Agreement, Qwest

may point out that it has objected, and continues to object, to the inclusion of the terms and conditions to which it objected in the proceedings involving the approval of the Underlying Agreement.

4. OnFiber adopts the terms and conditions of the Underlying Agreement for interconnection with Qwest and in applying the terms and conditions, agrees that OnFiber be substituted in place of "Level 3 Communications, Inc." throughout the Underlying Agreement wherever the latter appears.

5. Qwest requests that notice to Qwest Corporation as may be required under the Underlying Agreement shall be provided as follows:

Qwest Corporation
Director Interconnection Agreements
1801 California Street, Room 2410
Denver, CO 80202
303-965-3029
Email – IntAgree@qwest.com

With copy to:
Qwest Corporation Law Department
Attention: General Counsel, Interconnection
1801 California Street, 10th Floor
Denver, CO 80202

OnFiber requests that notice to OnFiber as may be required under the Underlying Agreement shall be provided as follows:

OnFiber Carrier Services, Inc.
James Booth, General Counsel and VP of Law and Gov't Affairs
7887 E. Belleview Avenue, Suite 820
Englewood, CO 80111
tel: 303-729-3150
fax: 720-554-7257
e-mail: jbooth@onfiber.com

6. OnFiber represents and warrants that it is a certified provider of local dialtone service in the State of Washington and that this Agreement will cover services in that state only.

7. Please sign all three original copies of this letter, and overnight them within ninety 90 days to:

Qwest Corporation
Manager of Interconnection
1801 California St, Suite 2420
Denver, CO 80202
Phone: 303-965-3029

After ninety (90) days Qwest may rescind its willingness to consider the Agreement's terms and conditions.

8. Please note that Qwest will file this Letter Agreement with the appropriate state commission for approval; however, some state commissions will not approve the Letter Agreement until the OnFiber is certified by the state commission. You may want to contact the appropriate state commission to determine the requisite filing guidelines.

Sincerely,

Date

Qwest Corporation
L.T. Christensen
Director – Interconnection Agreements
1801 California Street, Suite 24th Floor
Denver, Colorado 80202

I agree to all terms and conditions contained in this letter as indicated by my signature below:

OnFiber Carrier Services, Inc.

Signature

James Booth

Name

General Counsel & V.P. of Law and Gov't Affairs

Title

Date