

**Collocation Augment Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Electric Lightwave, Inc.
for the State of Washington**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Electric Lightwave, Inc. ("CLEC"); (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Washington, that was approved by the Washington Utilities and Transportation Commission on August 14, 2002 as referenced in Docket No. UT-023037 ("Agreement"); and

WHEREAS, the Parties agree to amend the Agreement with the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment Terms

The Agreement is hereby amended by adding the terms, conditions and rates relating to Collocation augments, as set forth in set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein. The Parties agree the rates in this document are for the limited purposes of this Amendment. CLEC and Qwest reserve their rights to assert different language and/or rates in other contexts.

2. Effective Date

This Amendment shall be deemed effective upon Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. Further Amendments


Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

4. Entire Agreement

Other than the publicly filed Agreement and its Amendments, Qwest and CLEC have no agreement or understanding, written or oral, relating to the terms and conditions for Collocation augments in the State of Washington.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Electric Lightwave, Inc.



Signature

Robert Pickens

Name Printed/Typed

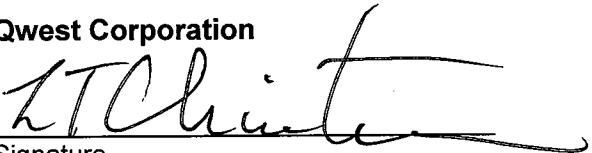
Executive Vice President

Title

October 1, 2007

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

10/3/07

Date

ATTACHMENT 1

1.0 Definitions

“Augment” or “Collocation Augment” means additions or changes to a previously accepted Collocation arrangement (i.e., the original or existing Collocation). Acceptance of the original or existing Collocation takes place upon Qwest turnover upon completion of the work and CLEC’s final payment for the original or existing Collocation. After completion of the Collocation and CLEC’s final payment, additions or changes to that original or existing Collocation are Augments.

2.0 Rate Element - All Collocation – Augment Quote Preparation Fee

2.1 Intentionally Left Blank.

2.2 The following element as specified in Exhibit A of this Agreement is used to develop a price quotation in support of Collocation:

2.2.1 Augment Quotation Preparation Fee. A non-refundable nonrecurring charge for the work required to plan, design, engineer, and develop a price quotation for the total costs to CLEC for its Collocation request to Augment existing sites.

Amendment	Options		Notes	
	Recurring	Non-Recurring	REC	REC per Mile
8.0 Collocation				
8.1 All Collocation				
8.1.1 Quote Preparation Fee				
8.1.1.1 Intentionally Left Blank				
8.1.1.2 Augment Quotation Preparation Fee		\$1,386.47		1
NOTES:				
1	Rate not addressed in a cost proceeding (Estimated TELRIC)			