

**Payment Terms Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Tel West Communications, LLC
for the State of Washington**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Tel West Communications, LLC ("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 October 31, 2001, as referenced in Docket No. UT-013086 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement under 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:

Amendment Terms

The Agreement is hereby amended as set forth below.

1. Notwithstanding anything to the contrary in Section 5.4 (Payment) of the Agreement, during the period from March 7, 2006 to June 30, 2006:

a. All amounts payable under the Agreement are due and payable within 30 calendar days after the date of invoice ("Due Date"); not the later of the Due Date or 20 days after the receipt of invoice.

b. CLEC shall pay all outstanding billings and all subsequent bills on the accounts that were at issue in Washington Utilities and Transportation Commission Docket No. UT-053098 on or before the applicable Due Date through June 20, 2006.

c. If any payment identified in Section 1.b of this Amendment is made past its Due Date or the payment of that certain outstanding balance agreed upon by the Parties as being past due as of the execution date of this Amendment ("Outstanding Debt") is made past the due date agreed upon by the Parties, the entire amount (or remaining balance) of the Outstanding Debt shall become past due and payable immediately, and shall be subject to collection action, or may trigger a demand for a deposit.

d. The 30 day time period past the due date on CLEC's bill identified in Section 5.4.2 of the Agreement, the 60 day time period past the due date on the CLEC's bill identified in Section 5.4.3 of the Agreement, and the 10 day notice period in Sections 5.4.2 and 5.4.3 of the

Agreement shall not apply to the collection action described in Sections 1.c. and 1.d. of this Amendment.

Effective Date

This Amendment shall become effective upon the latest execution date by the Parties (“Effective Date”).

Amendments; Waivers

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

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.

Tel West Communications, LLC

Qwest Corporation

Signature

Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director – Interconnection Agreements

Title

Date

Date