

**Amendment for Collocation Decommission
To the Interconnection Agreement
between
Electric Lightwave, Inc.
and
Qwest Corporation
For the State of Washington**

This Amendment ("Amendment") is made and entered into by and between Electric Lightwave, Inc. ("CLEC"), a Delaware corporation, and Qwest Corporation (f/k/a US WEST Communications, Inc.) ("Qwest"), a Colorado corporation.

RECITALS

WHEREAS, The Parties entered into an Interconnection Agreement, for service in the State of Washington, that was executed by both Parties in June of 2002 and is currently pending Commission approval by the Washington Utilities and Transportation Commission ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement by adding the terms, conditions and rates 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 by adding the terms, conditions and rates for Collocation Decommission, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

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 updates to Qwest systems will need to be completed by Qwest, at Qwest's expense. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

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.

Qwest Corporation

Authorized Signature

Authorized Signature

Daniel McCarthy

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

President and COO

Title

Director – Business Policy

Title

Date

Date

ATTACHMENT 1

Collocation Decommission

If terms and conditions for Collocation Decommissioning are included in the CLEC Interconnection Agreement, and those terms differ from those set forth in this document, then the terms of the Interconnection Agreement will prevail.

1.0 Description

1.1 Decommissioning refers to the deactivation of a Collocation site occupied by CLEC and removal of CLEC equipment there from.

1.2 Decommissioning is offered for Caged Physical, Cageless Physical, Virtual, and ICDF Collocation.

1.3 All other types of collocation to be decommissioned will be handled on an Individual Case Basis (ICB) by contacting the appropriate Qwest Wholesale Project Manager (WPM).

1.4 A request for Decommissioning is irrevocable once Qwest accepts the application.

2.0 Terms and Conditions

2.1 A Collocation site will be considered eligible for decommissioning after the site is built-out and accepted by CLEC.

2.2 Qwest requests the vacating CLEC remove equipment prior to submitting a Decommissioning Request.

2.3 If CLEC does not remove equipment within thirty calendar days from Qwest's acceptance of the Decommissioning Application, Qwest will send a notification stating the equipment is considered abandoned.

2.3.1 Upon receiving notification of abandonment from Qwest, CLEC will have fifteen calendar days to notify Qwest that the equipment is not abandoned and remove equipment.

2.3.2 If CLEC does not remove the equipment in question within the timeframes described above, Qwest will send a final notification of the removal and bill for the labor charges associated with Qwest's removal of the abandoned equipment. Qwest agrees that it will not remove any abandoned equipment without first providing the notification of abandonment described in Section 2.3.1 above.

2.3.3 In the case of Virtual Collocation, Qwest will automatically remove all equipment within ninety calendar days.

2.3.3.1 Qwest will negotiate with CLEC for the pick up of the equipment.

2.3.3.2 For Virtual Collocation, there will be no cost for the removal of CLEC equipment.

2.4 Prior to submitting a Decommissioning Request, financial obligations with respect to the collocation site to be decommissioned must be current, with the exception of formally disputed charges.

2.4.1 CLEC financial obligations include payment of 100% of all non-recurring quoted charges and all applicable monthly recurring charges that are more than 30 days past due.

2.5 CLEC must disconnect all services from the Collocation site to be decommissioned prior to submitting the Decommissioning Request. Services to be disconnected by CLEC include, but are not limited to: Unbundled Network Elements, administrative lines, finished services, and line sharing services. Services will need to be disconnected via ASR/LSR. If CLEC does not disconnect services, all charges with respect to such site will continue to accrue and the Decommissioning Application will be rejected.

2.6 In the event that CLEC's end users will be disconnected as a result of the decommissioning, prior to disconnecting the circuits associated with the Collocation site, CLEC must notify, in writing, all current end users and service customers of the discontinuation of service. If CLEC will continue to serve the end users through a means other than the Collocation, no notification to the end users is required.

2.7 CLEC must submit an e-mail notification attached to the Decommissioning Request representing to Qwest that all end users and service customers have been properly notified. Failure to include such representation will result in the rejection of the Decommissioning Request.

2.8 Terms in the Interconnection Agreement with Qwest must contain finalized terms and conditions associated with the decommissioning of a collocation site.

2.9 When submitting a Decommissioning Request for a Collocation site that also has a Direct CLEC-to-CLEC arrangement:

2.9.1 Qwest requires that the Direct CLEC-to-CLEC Connection be disconnected at the same time that Qwest performs the decommissioning.

2.9.2 The CLEC submitting the Decommissioning Request must:

2.9.2.1 Submit a Letter of Authorization signed by both the vacating CLEC and partnering CLEC that authorizes Qwest to disconnect the installed Direct CLEC-to-CLEC cabling.

2.9.2.2 If a copy of the required Letter of Authorization is not attached to the Decommissioning Request, the application will be rejected as incomplete.

2.10 CLEC will be eligible for reimbursement on the re-usable elements (cable terminations including DS0, DS1, DS3, fiber terminations, and splitter cabling) for up to one calendar year from the Decommission Application submit date. Should the re-usable element(s) be used by another collocater within one calendar year, Qwest will issue CLEC a reimbursement for the

reused element(s). An inventory will be completed by Qwest and furnished within 90 calendar days of the Decommission Application acceptance identifying the re-useable elements and the potential credit.

2.11 CLEC is required to return the space to turnover condition. Turnover condition is defined as the same condition in which CLEC originally assumed the Collocation site, normal wear and tear excepted.

3.0 Rate Elements

3.1 Under the standard terms of this Amendment for Collocation Decommissioning, Qwest will not charge for the decommissioning service provided herein, unless equipment has been abandoned or the Collocation space has not been returned to turnover condition.

Rates :

3.1.1 Miscellaneous labor hourly charges as defined in the attached Exhibit A will apply,

3.1.2 Additional dispatch charges, will apply for unmanned offices, as defined in the attached Exhibit A.

4.0 Ordering

4.1 The decommission process requires the submission of a "Cancellation, Decommission, Change of Responsibility Application Form".

4.1.1 The Application form is located on the Qwest web at:
<http://www.qwest.com/wholesale/pcat/collocation.html>

4.1.2 The Decommissioning Application should be submitted to: colo@qwest.com and rfsmet@qwest.com.

4.1.3 Qwest will notify CLEC within one business day if the prerequisites have been met. Qwest will validate the order within two business days from receipt of the application.

EXHIBIT A**Washington***** Per 1/2 hour or fraction thereof****Recurring****Non-Recurring**

* Additional Labor Other (Optional Testing) - Basic		\$27.72	1
* Additional Labor Other (Optional Testing) - Overtime		\$37.02	1
* Additional Labor Other (Optional Testing) - Premium		\$46.34	1
Additional Dispatch		\$84.51	1

[1] Rates proposed in Cost Docket UT-003013 on 11/7/01 and/or 3/7/02. TELRIC based where required.