

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

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This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Advanced TelCom, 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 Commission; 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.

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.

Advanced TelCom, Inc.

J Oxley
Signature
J Oxley
Name Printed/Typed
General Counsel
Title
1/29/2010
Date

Qwest Corporation

L T Christensen
Signature
L. T. Christensen
Name Printed/Typed
Director - Wholesale Contracts
Title
2/2/10
Date

ATTACHMENT 1

NOTE: The numbering in this Attachment 1 (which may not be consecutive) is used as a convenience to the Parties and may not be related to the numbering of the remainder of the Agreement.

4.0

“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.

8.3.1 Rate Elements - All Collocation

Augment Quote Preparation Fee. The following element as specified in Exhibit A of this Amendment is used to develop a price quotation in support of Collocation:

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.

Exhibit A
Collocation Augment

Amendment	Options	Recurring	Recurring Per Mile	Non-Recurring	Notes		
					RFC	Mile per RFC	
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	Rates not approved in cost docket.						