Design Change and Rate Update Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Integra Telecom of Washington Inc. for the State of Washington

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Integra Telecom of Washington 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 to reflect the terms and conditions relating to Design Changes and the applicability of the rate in Exhibit A to this Amendment (Exhibit A), as set forth in set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein. The Parties agree the rate in this document is for the limited purposes of this Amendment. CLEC and Qwest reserve their rights to assert different language and/or rate(s) in other contexts.

2. Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment as of November 1, 2009.
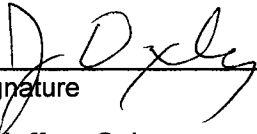
3. Further Amendments

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 Design Changes and the applicability of the rate in Exhibit A in the State of Washington.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.
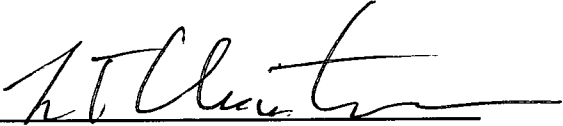
Integra Telecom of Washington Inc.	**Qwest Corporation**
Signature	Signature
J. Jeffery Oxley	L. T. Christensen
Name Printed/Typed	Name Printed/Typed
EVP General Counsel	Director – Wholesale Contracts
Title	Title
November 25, 2009	12/1/09
Date	Date

ATTACHMENT 1
Design Changes and Applicability of the Rate in Exhibit A

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

"Design Change" is a change in circuit design after Engineering Review required by a CLEC supplemental request to change a service previously requested by CLEC. An Engineering Review is a review by Qwest personnel of the service ordered and the requested changes to determine what change in the design, if any, is necessary to meet the changes requested by CLEC. Design Changes may include: 1) changes to the End User Customer address, requiring changes to facilities or terminations, on a pending service order when the new address is in the same Qwest Wire Center as the original address; and 2) changes in the type of Network Channel Interface (NCI code) on pending orders. Design Changes do not include modifications to records without physical changes to facilities or services. Notwithstanding anything that may be to the contrary in this definition, certain changes are subject to the charge in Exhibit A, as set forth in Section 9.1.12 below.

9.0

9.1.12.2   A charge in the amount of the rate set forth in Section 9.20.13 of Exhibit A to this Amendment applies to:

> 9.1.12.2.1   Design Changes for all UDIT, EEL, LMC, and Unbundled Loops for all UNEs;
>
> 9.1.12.2.2   Changes in the circuit reference ("CKR") (i.e., the circuit number assigned by CLE) on a pending order or completed facility;
>
> 9.1.12.2.3   Changes to Service Name ("SN") (i.e., the name of the End User Customer at a circuit location) on a pending order or completed facility; and
>
> 9.1.12.2.4   Changes to a Connecting Facility Assignment ("CFA") on a pending order or completed facility.

9.1.12.3   The charge set forth in Exhibit A to this Amendment for the changes identified in Section 9.1.12.2 above applies per supplemental or change order, per circuit changed.

9.1.12.4   In addition to the charge set forth in Exhibit A to this Amendment for the changes identified in Section 9.1.12.2 above, an End User Customer address change may result in the application of an Expedite Miscellaneous Charge in order to retain the original Due Date.

9.1.12.5   The negotiated rate set forth in Exhibit A to this Amendment for the changes identified in Section 9.1.12.2 above is interim (until changed by a Commission order, such as in a cost docket), but the Parties agree it will not be subject to true-up.

9.1.12.6   The charge set forth in Exhibit A to this Amendment for the changes identified in Section 9.1.12.2 above does not apply when the costs are already covered in another rate (e.g., TRRO conversions, Transfer of Responsibility) and to mass/batch changes.

9.1.12.7   The charge set forth in Exhibit A to this Amendment for the changes identified in Section 9.1.12.2 above does not apply when the need for the change described in Section 9.1.12.2 is caused by Qwest.

						Recurring	Recurring, per Mile	Nonrecurring	REC	REC per Mile	NRC
										Notes	
9.0	Unbundled Network Elements (UNEs)										
	9.20	Miscellaneous Charges									
		9.20.13	Design and CFA Changes *					$22.00			**
NOTES:											
	*	This charge is applied per supplemental or change order, per circuit changed.									
	**	Interim Negotiated Rate. Not subject to true-up.									

11/16/2009