

**Reciprocal Compensation Rate Election Amendment  
to the Interconnection Agreement between  
Qwest Corporation  
and  
Eltopia Communications, LLC  
for the State of Washington**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Eltopia Communications, LLC ("CLEC"), a Washington limited liability company. Qwest and CLEC shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement"), for service in the State of Washington, that was approved by the Commission; and

***WHEREAS, the Parties entered into a previous Amendment, that was approved by the Commission, that changed the Reciprocal Compensation Rate Election from FCC ISP Ordered Rates to State Ordered Rates; and***

WHEREAS, the Parties now agree 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 by changing the Reciprocal Compensation Rate Election from State Ordered Rates to FCC ISP Ordered Rates, as set forth in Exhibit J, attached hereto and incorporated herein.

**Effective Date**

This Amendment shall be deemed effective upon Commission approval; however, the Parties agree to implement the provisions of this Amendment upon execution.

**Further Amendments**

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, will 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.

Eloptia Communications, LLC

Will L. MacHugh  
Signature

Will L. MacHugh  
Name Printed/Typed

Vice President  
Title

4/3/2009  
Date

Qwest Corporation

L. T. Christensen  
Signature

L. T. Christensen  
Name Printed/Typed

Director - Wholesale Contracts  
Title

4/13/09  
Date

**Exhibit J**  
**Election of Reciprocal Compensation Option**

Pursuant to the election in this Exhibit J of this Agreement, the Parties agree to exchange (§251(b)(5)) Traffic, per section 7.3.4.4 at:

CLEC must select either 1. OR 2.

1. The rates applicable to §251(b)(5) Traffic between Qwest and CLEC shall be the same as the rates established in ISP-bound traffic pursuant to Exhibit A, Section 7.7. Such rate for ISP-bound traffic will apply to §251(b)(5) Traffic in lieu of End Office Call Termination rates, and Tandem Switched Transport rates.

Signature Will J. McHenry

2. Compensation rate for §251(b)(5) Traffic shall be as established by the Commission pursuant to Exhibit A, Section 7.6, the rates as appropriate.

Signature \_\_\_\_\_

When the FCC ordered rate for ISP-bound traffic is applied to (§251(b)(5)) Traffic, the FCC Ordered ISP rate is used in lieu of End Office call termination and Tandem Switched Transport rate elements.