

**Collocation Available Inventory Amendment
to the Interconnection Agreement
between
Qwest Corporation and
Marathon Communications, Inc.
for the
State of Washington**

This is an Amendment ("Amendment") for Collocation Available Inventory to the Interconnection Agreement between Qwest Corporation, formerly known as U S West Communications, Inc. ("Qwest"), a Colorado corporation, and Marathon Communications, Inc. ("CLEC"), a Delaware corporation.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the State of Washington, that was allowed to go into effect by the Washington Utilities and Transportation Commission ("Commission") on November 26, 1997, as referenced in Docket No. UT-970360; and

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

Rates in Exhibit A that are "Under Development" shall be updated upon establishment of a rate. Rates in Exhibit A shall otherwise be updated to reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; 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 system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

Further Amendments

Amendments; Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to

departures from the provisions of this Agreement 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.

Marathon Communications, Inc.

Authorized Signature

Name Printed/Typed

Title

Date

Qwest Corporation

Authorized Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

Date

ATTACHMENT 1

Collocation Available Inventory

1.0 Description

1.1 Collocation Available Inventory provides CLEC with information about the availability of (a) returned Collocation sites and elements under Qwest's control ("Qwest Postings") and (b) CLEC controlled sites that may be posted by such controlling CLEC as available for a Transfer of Responsibility ("CLEC Postings"). Collocation Available Inventory is posted on Qwest's Wholesale web site. Qwest and CLEC each have the ability to post sites under their control to the website.

1.2 Available sites will be posted on the "Collocation Classified" web site at the following address: <http://www.qwest.com/wholesale/pcat/colloclassifieds.html>. CLEC interested in viewing Qwest Available Inventory on this web site should select the Collocation Classifieds -Qwest Postings menu. CLEC interested in viewing available CLEC controlled sites eligible for a Transfer of Responsibility should select CLEC Postings menu.

1.3 The offering of a Collocation site from the Qwest Available Inventory list shall be limited to the offering of a specified site in Qwest's control to CLEC that either: (a) has a commission-approved Interconnection Agreement covering the specific type of Collocation to be obtained or (b) is negotiating with Qwest to have an interim Collocation Interconnection Agreement signed. If the ICA has been filed and is pending PUC approval, CLEC will be required to execute an early ordering letter to order a Collocation site from the Qwest Available Inventory. CLEC may obtain sites from the Qwest Available Inventory list after amending its existing contract to include terms and conditions for purchasing Available Inventory as provided herein. If terms and conditions for obtaining sites from available Qwest inventory are included in the CLEC Interconnection Agreement, and those terms differ from those set forth in this document, the terms of the Interconnection Agreement may prevail.

2.0 Terms and Conditions

2.1 CLEC obtaining a Collocation site from the Qwest Available Inventory must not have any overdue financial obligations owed to Qwest pertaining to Collocation. Formally disputed charges shall not be treated as overdue financial obligations.

2.2 The assuming CLEC for all Qwest posted sites will be required to pay a minimum of six (6) months of Space Construction and Floor Space Lease recurring charges should the CLEC terminate its lease prior to six months of occupancy.

2.3 Qwest Postings

2.3.1 Standard Sites

2.3.1.1 Collocation Standard Sites available in the Qwest Postings may be partially or fully completed before being returned to Qwest inventory. Both caged and cageless sites will be offered in the Qwest Postings section. Sites will be offered under the terms and conditions set forth in the Interconnection

Agreement of CLEC acquiring such sites. In its Collocation application for such a site, CLEC may request to add to or complete the Collocation site to CLEC specifications. In its Collocation application for a site, CLEC may also request to reduce cable terminations. CLEC will be charged for the removal of such cable terminations. The removed cable terminations shall not be considered Reimbursable elements to the vacating CLEC. These Standard Sites will be posted in the Qwest Available Inventory posting under "Unverified Sites".

2.3.1.2 All services that were previously connected to the Collocation (e.g., Unbundled Network Elements, CLEC to CLEC connections, administrative lines, Finished Services, Line Splitting and Line Sharing,) will be disconnected before the site is listed on the "Qwest Postings" section of the Collocation Classifieds. Standard Sites do not include power. Grounding for caged sites and Entrance Facilities are also disconnected prior to a site being posted. Qwest shall inventory all Reusable and Reimbursable Elements and list them in the Qwest Postings. Shared infrastructure including HVAC and racking will not be listed in the Qwest Postings. Qwest reserves the right to remove Qwest Postings from the Available Inventory web site to satisfy CLEC applications for Collocation, for Qwest space requirements, or for CLEC Collocation augments to existing sites. Qwest shall not use the Qwest Postings as a basis to claim exhaust in any Qwest Premises.

2.3.2 Special Sites

2.3.2.1 Qwest may elect to offer Collocation sites returned through Chapter 7 bankruptcy or abandonment consistent with Applicable Law, including but not limited to Title 11 of the United States Code. These "Special Sites" will not be decommissioned and may be offered with Electronic equipment, racks, cages, DC power, grounding and terminations. These Special Sites will be posted in the Qwest Available Inventory posting under "Unverified sites with equipment".

2.3.2.2 For Special Sites it is expressly understood and agreed that Qwest is selling equipment that is classified as "used" or "surplus" equipment on an "as is, where is" basis. CLEC understands and agrees that all equipment is, conveyed (a) in an "as is, where is" condition with all faults, latent and patent and (b) all equipment is conveyed without any Qwest warranties or representations of any kind, express or implied, including but not limited to the warranties of merchantability or fitness for a particular purpose or non-infringement or implies by a particular course of dealing.

2.3.2.3 All software and software license agreements for any equipment conveyed as part of a Special Site shall be the sole responsibility of the assuming CLEC.

2.3.2.4 CLEC hereby warrants and certifies that its handling, scrap, destruction or other disposition of any equipment conveyed as part of a Special Site shall conform and comply with:

(a) All applicable federal, state, county and municipal laws, statutes, regulations, and codes regulating hazardous wastes, materials or substances, including, but not limited to the Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et seq.); the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901 et seq.); Hazardous Materials Transportation Act (HMTA) (49 U.S.C. 1801 et seq.); Occupational Safety and Health Act (OSHA) (29 U.S.C. 651 et seq.); Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)(42 U.S.C. 9601 et seq.); and any successor acts thereto or the regulations promulgated thereunder and any applicable International laws and regulations;

(b) Environmental rules and regulations governing environmental impacts associated with the production and or recovery of precious metals, scrap metals and material processing and or residual material disposition whether hazardous or non-hazardous as defined by governing laws and or applicable laws and are the sole responsibility of the CLEC; and

c) All hazardous waste, hazardous material, hazardous substances or solid waste manifests relating to the shipping, receiving, disposal or final disposition of the equipment shall not reference, list or otherwise indicate on the manifest that Qwest is the generator, arranger, transporter, owner or otherwise the party that owns, controls, manages, handles, stores, generates or otherwise uses the equipment. On any required hazardous waste, hazardous material, hazardous substances or solid waste manifest relating to the shipping, receiving, disposal or final disposition of the equipment, the CLEC shall be listed as the generator, arranger and owner of the materials.

d) The CLEC shall comply with the applicable Qwest Technical Publications as defined in the CLEC Interconnection Agreement when removing any equipment from a Special Site.

2.4 CLEC Postings

2.4.1 Available sites listed in the “CLEC Postings” section of the Collocation Classifieds are eligible for transfer to an assuming CLEC with or without working circuits as described in the Transfer of Responsibility section of this web site. CLEC Interconnection Agreement must contain provisions for Transfer of Responsibility. CLEC must enter information regarding working sites itself into the Collocation Classifieds. When requesting a site from CLEC Postings, the assuming CLEC should submit a Transfer of Responsibility application to Qwest after it has concluded its negotiation with the vacating CLEC.

2.5 CLEC Postings for Transfer of Responsibility

2.5.1 CLEC Posting: Sites listed in the “CLEC Postings” section are eligible for Transfer Of Responsibility to an assuming CLEC. Sites may be offered with or without working circuits. The terms and conditions for the Transfer of Responsibility shall be in accordance with the Transfer

of Responsibility Product offering.

3.0 Rate Elements

3.1 Pricing for sites listed within the Qwest Available Inventory list will be provided on a site-specific basis.

3.1.1 Charges for sites listed within the Qwest Postings will be provided on a site-specific basis, however, pricing under the Interconnection Agreement of the assuming CLEC shall be applied to the Available Inventory quote for the assuming CLEC. Assuming CLEC will receive a fifty percent (50%) discount on amounts for Reusable Elements, if any. Vacating CLEC may receive a refund from the assumption of its available sites, based on amounts for Reimbursable Elements and the Qwest inventoried Reusable Elements.

3.1.1.2 The following items are charged to a CLEC acquiring a site from the Qwest Postings. Charges will be provided to a CLEC via a quote that requires CLEC acceptance before Qwest begins work.

3.2 Standard Site Rate Elements

3.2.1 Quote Preparation Fee (QPF): The QPF is identified in Exhibit A. The QPF is defined as a non-refundable charge for the work required to verify space and develop a price quote for the total costs to CLEC for its Collocation request.

3.2.2 Reusable Elements: Qwest inventoried components used to provision a Collocation site. In general, these refer to the Qwest infrastructure needed to provision a Collocation site (e.g., cage, bays, HVAC, cable racking).

3.2.3 Nonrecurring Collocation rate elements for Collocation elements that are reused, will be available at a 50% discount to an assuming CLEC based on the rates in its current Interconnection Agreement. This payment will be passed through to the vacating CLEC less Carrying Charges retained by Qwest.

3.2.4 Reimbursable elements: CLEC termination cabling from the vacated Collocation site to the original demarcation of an associated ICDF (DS0, DS1, DS3, and Fiber terminations).

3.2.5 Recurring charges for all products and services will be charged at rates listed in the assuming CLEC Interconnection Agreement without a discount.

3.3 Special Site Rate Elements

3.3.1 Special Site Rates: The following items are charged to an assuming CLEC for a Special Site from the Qwest Postings. Charges will be provided to CLEC via a quote that requires CLEC acceptance before Qwest begins work.

3.4 Special Site Assessment Fee

3.4.1 The Special Site Assessment Fee is a non-refundable, nonrecurring fee per Exhibit A. In most cases, this rate element is different than the Standard Site QPF because Qwest has already installed some of the reusable equipment and/or reusable infrastructure. Qwest has not spent additional time and resources to decommission this Special Site.

3.4.2 If the assuming CLEC requires an augment to the existing site simultaneous with this application, the Special Site Assessment Fee will not be charged and instead the Commission approved QPF rate defined in CLEC Interconnection Agreement or state SGAT Exhibit A will be used. The purpose of reverting to the standard QPF is due to the additional engineering and installation work required to augment an existing Available Inventory Special Site.

3.5 Network Systems Administration Fee

3.5.1 The Network Systems Administration nonrecurring fee is for the system and record updates required for transferring a site to the assuming CLEC. The rate is identified in Exhibit A.

3.6 Site Survey Fee

3.6.1 The Site Survey Fee is a non-refundable, nonrecurring charge for a site visit conducted prior to the acceptance of an application quote when requested by CLEC. This rate element is identified Exhibit A. This charge will be included in the quote when an application is submitted or it will be charged separately if CLEC does not subsequently submit an application.

3.7 Additional Nonrecurring Collocation Rate Elements

3.7.1 The additional nonrecurring Collocation rate elements: include such elements as: DC Power, space construction, grounding and terminations. Special Sites will be offered at a flat 50% discount to an assuming CLEC based on the rates in its current Interconnection Agreement. Augments or changes to the sites will not be discounted and will be charged at the rates as defined in Exhibit A.

3.7.2 Any CLEC equipment left in the site will be transferred to CLEC at a \$0.00 charge.

3.8 Monthly Recurring Charges

3.8.1 Recurring charges for all products and services will be billed at rates listed in the assuming CLEC Exhibit A without a discount.

3.9 Definitions

3.9.1 Carrying Charge: A charge applicable to the vacating CLEC only when

Qwest owes funds to such CLEC for Reusable Elements. The amount of the Carrying Charge for a Collocation site shall never be more than the amount owed by Qwest to the vacating CLEC for Reusable Elements for the site. The Carrying Charge is calculated at 1/36th of the nonrecurring rate for each Reusable element purchased by an assuming CLEC from the time the vacating CLEC completes the decommissioning of the site to the time the assuming CLEC accepts the quotation provided by Qwest for the site.

4.0 Ordering

4.1 Qwest Available Inventory Postings

4.1.1 CLEC must submit a "Qwest Collocation Application (New/Change/Augment) available on the Qwest web site at: <http://www.qwest.com/wholesale/pcat/collocation.html>. Qwest will provide CLEC with a feasibility study within ten (10) calendar Days after receipt of the application. This feasibility study addresses space and power only. During a Qwest walkthrough subsequent to the feasibility study but prior to providing the quote, Qwest will validate all Reusable Elements. This Collocation Project Management Center (CPMC) will send an inventory verification letter after the walkthrough to validate the actual facilities versus the Qwest Posting. CLEC then has the option of canceling the application or submitting a change to the pending Available Inventory application that reflects the actual elements as determined by Qwest.

4.1.2 Any cancellation of an Available Inventory application due to differences between the Qwest Posting and the actual inventory found during the walkthrough will not result in the QPF being charged.

4.1.3 Qwest will provide CLEC with a quote within twenty-five (25) calendar Days after providing the feasibility study. Price quotes will be honored for thirty (30) Days from the date the quote is provided and the associated space is reserved during such period, pending CLEC acceptance of the quoted charges

4.1.4 The submit date, for the Collocation Available Inventory request, will commence on the date that the Qwest Wholesale Collocation Service Manager (WCSM) notifies the Qwest Collocation Project Management Center (CPMC) that all prerequisites for this request have been met.

4.1.5 The Qwest Available Inventory request shall be submitted via the New/Change/Augment Application Form and submitted to both the CPMC at rfsmet@qwest.com and your WCSM at colo@qwest.com. Qwest will notify you whether or not all prerequisites have been met and will validate the application within the standard Collocation interval.

4.1.6 For purposes of first-come, first-served determination of availability, priority will be defined by the date and time the complete application is received by rfsmet@qwest.com.

4.1.7 CLEC should submit an alternative option when requesting an available site by populating the “Second Choice” and/or “Third Choice” tabs included on the Collocation Application. This will prevent the possible cancellation of the submitted application in the event that the first choice is no longer available.

Exhibit A

		Recurring	Non-Recurring	Notes
STANDARD SITES				
Charge for removal of Terminations				
DSO (per 100)			ICB	
DS1 (per termination)			ICB	
DS3 (per termination)			ICB	
OCN (per 12 fibers)			ICB	
Quote Preparation Fee – Caged			\$4,561.19	1
Quote Preparation Fee - Cageless			\$4,195.90	1
SPECIAL SITES				
Special Site Assessment Fee			\$1058.00	
Network Systems Assessment Fee			\$1663.00	
Site Survey			\$150.00	
Reusable Elements			ICB	

* Unless otherwise indicated, all rates are pursuant to rates approved Cost Dockets UT-960369 and UT-003013 Part B Effective 5/23/03 and Part D Effective 6/26/03.

[1] The preliminary engineering and planning costs are included in the caged and cageless space construction charges. These engineering and planning charges are also included in the caged and cageless quote preparation fees. Upon completion of the collocation construction, the quote preparation fee (QPF) will be credited to the final space construction charge for the collocation job. The credit will apply to whichever QPF is applied. This exhibit currently lists multiple QPFs based on what has been proposed on the cost docket and what was approved in the AT&T interconnection agreement. CLEC may choose either QPF at this time.