

**Collocation Available Inventory, Single Bay Adjustment
and DC Power Measurement Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Qwest Communications Corporation (fka OnFiber Carrier Services, Inc.)
for the State of Washington**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Qwest Communications Corporation (fka OnFiber Carrier Services, Inc.) ("CLEC"), a Colorado corporation; (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Washington, that was approved by the Washington Utilities and Transportation Commission on December 29, 2004, as referenced in Docket No. UT-043122 Adopt UT-023042 ("Agreement"); 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:

Amendment Terms

The Agreement is hereby amended to add terms, conditions and rates for Collocation Available Inventory, Single Bay Adjustment and DC Power Measurement as set forth in Attachments 1 through 3 and Exhibit A, attached hereto and incorporated herein.

Rates in Exhibit A shall 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 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 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. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

Amendments; Waivers

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.

**Qwest Communications Corporation
(fka OnFiber Carrier Services, Inc.)**



Signature

Dan Willis

Name Printed/Typed

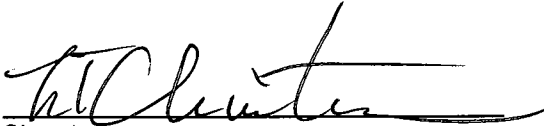
Director Finance

Title

9/26/07

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

10/4/07

Date

ATTACHMENT 1

8.2 Terms and Conditions – Collocation Available Inventory

8.2.1.33 Collocation Available Inventory. 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 are available for a Transfer of Responsibility ("CLEC Postings"). Qwest and CLECs may post available Collocation sites on Qwest's wholesale web site at: <http://www.qwest.com/wholesale/pcat/colloclassifieds.html>. CLEC must either have an approved Interconnection Agreement or is currently negotiating with Qwest to have an interim Interconnection Agreement with the specific type of Collocation to be obtained. If the Interconnection Agreement is pending approval, CLEC must execute an early ordering letter. Qwest reserves the right to remove Qwest Postings to satisfy CLEC Collocation Applications or Qwest space requirements. Qwest shall not use the Qwest Postings as a basis to claim exhaust in any Qwest Premises.

8.2.1.33.1 CLEC obtaining a Collocation site from Qwest Postings must not have any overdue financial obligations owed to Qwest for Collocation, with the exception of formally disputed charges. CLEC will be required to pay a minimum of six (6) months of space construction and floor space lease recurring charges if CLEC terminates its lease prior to six (6) months occupancy.

8.2.1.33.2 Qwest Postings. Collocation sites available in Qwest Postings may be partially or fully completed before being returned to Qwest inventory. Both Caged Physical Collocation and Cageless Physical Collocation sites will be offered in the Qwest Postings and will be available under the terms and conditions set forth in the Interconnection Agreement of the CLEC acquiring the Collocation space. CLEC may request to add to or complete the Collocation site to its specifications. CLEC may also request that Qwest reduce the cable terminations and CLEC will be charged for the removal of such cable terminations.

8.2.1.33.3 All services that were previously connected to the Collocation (e.g., UNEs, CLEC to CLEC, administrative lines, Finished Services, and Line Splitting) will be disconnected before the site is listed in the Qwest Postings. Power, grounding, and Entrance Facilities will also be disconnected before the site is listed. Qwest shall inventory all reusable and reimbursable elements and include them in the Collocation site information.

8.2.1.33.4 Qwest may also elect to offer Collocation sites returned through bankruptcy or abandonment consistent with Applicable Law (i.e., "Special Sites"). These Collocation sites will not be

decommissioned and will be posted as unverified sites with equipment which may include electronic equipment, racks, cages, DC power, grounding and terminations. It is expressly understood and agreed that Qwest is selling equipment that is used or surplus equipment on an "as is, where is" basis with all faults, latent and patent, and the equipment is conveyed without any Qwest warranties or representations of any kind, express or implied. CLEC is responsible for all software and software license agreements for any equipment conveyed as part of a Special Site. CLEC is responsible for handling, scrapping, destruction or other disposition of any equipment conveyed as part of a Special Site and 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 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, CLEC shall be listed as the generator, arranger and owner of the materials.

8.2.1.33.5 CLEC will submit a Collocation Application indicating a specific Collocation site from the Collocation Available Inventory. Qwest will follow the standard Collocation provisioning intervals for the type of Collocation as included in CLEC's Interconnection Agreement. During preparation of the quotation, Qwest will validate all reusable elements and send an inventory verification letter. After receipt of the validated inventory, CLEC may cancel the Collocation Application or submit a change to the pending Collocation Application. Any cancellation due to differences between the Qwest Posting and actual inventory will not result in a QPF or Engineering and Design Fee being charged.

8.2.1.33.6 Charges for Collocation sites listed in the Qwest Postings will be on a site specific basis, according to assuming CLEC's Interconnection Agreement and its requested work in the Collocation Application. Assuming CLEC will receive a fifty percent (50%) discount on nonrecurring reusable elements, if any, as defined in Section 8.2.1.22.

8.3 Rate Elements

8.3.1.20 Collocation Available Inventory Charges. For standard Qwest Postings of Collocation Available Inventory, CLEC will be charged the standard Collocation rates, including the applicable QPF or Engineering and Planning Fee. CLEC will also be charged for removal of terminations. For Special Sites, assuming CLEC will be charged a Special Site Assessment Fee instead of the standard QPF, unless CLEC requests an augment to the existing site in its initial Collocation Application, then the standard approved QPF will be charged as defined in Exhibit A. CLEC ordering a Special Site, in addition to the standard Collocation rates, will also be charged a nonrecurring Network Systems Administration Fee for the systems and record updates required to transfer the Collocation Site to assuming CLEC and, if a site survey is requested by CLEC, a Site Survey Fee. Any CLEC equipment left in the site will be transferred to assuming CLEC at no charge. Recurring charges for all products and services will be charged at rates listed in assuming CLEC Interconnection Agreement without a discount.

ATTACHMENT 2

8.3.3 Rate Elements - Physical Collocation

8.3.3.1 Space Construction and Site Preparation. Includes the material and labor to construct and prepare the space, including all support structure, cable racking and lighting required to set up the space. It also includes air conditioning (to support CLEC loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per Caged or Cageless Collocation or number required by building code) and the cost associated with space engineering. If a new line-up is established for Cageless Collocation, an AC power outlet will be provided at every other bay in the line-up. Cageless bays placed in existing line-ups will use the existing outlets. For Caged Collocation, it includes a nine (9) foot high cage enclosure. CLEC may choose from Qwest approved contractors or may use another vendor of CLEC's own choosing, subject to Qwest's approval, which may not be unreasonably withheld, to construct the space, including the cage in the case of Caged Collocation, in accordance with NEBS Level 1 safety requirements. Pricing for the Space Construction and Site Preparation is described in Exhibit A. In the case of Shared Collocation, Qwest may not increase the cost of site preparation or nonrecurring charges above the TELRIC cost for Provisioning such a cage of similar dimensions and material to a single collocating party, and Qwest must prorate the charge for site conditioning and preparation by determining the total charge for site preparation and allocating that charge to CLEC based on the percentage of the total space used by CLEC. Qwest must in all cases of Shared space Collocation allocate space preparation, conditioning, security measures and other Collocation charges on a pro-rated basis to ensure that the charges paid by CLEC as a percentage of the total overall space preparation and conditioning expenses do not exceed the percentage of the total Collocation space used by CLEC.

8.3.3.1.1 Space Construction and Site Preparation Single Bay Credit. A credit is applied to the standard two-bay Space Construction and Site Preparation fee included in Exhibit A when CLEC requests a cageless single-bay configuration. The incremental material and labor costs to install a second bay will be credited.

ATTACHMENT 3**DC POWER MEASUREMENT**

Collocation rates must be included in CLEC's existing Interconnection Agreement with Qwest prior to amending with this DC Power Measurement Amendment.

8.2.1.30 DC Power Measurement. CLEC will order DC power to meet its needs with a twenty (20) amperes (amp) per feed minimum. If CLEC orders more than sixty (60) amps, Qwest typically terminates such feed on a power board. If CLEC orders sixty (60) amps or less, the power feed typically terminates at a battery distribution fuse board (BDFB). No power measurements are performed at a BDFB. Therefore, for sixty (60) amps or less, the power usage rate is based on CLEC ordered amps. For power feeds of greater than sixty (60) amps terminated at the power board, Qwest will measure usage on a semi-annual basis. Qwest will also take a reading within thirty (30) Days of a written request by CLEC. Qwest will perform a maximum of four (4) readings per year for a particular Collocation site. Until the routine semi-annual reading or until such time that Qwest makes a reading based on a written request, Qwest will bill CLEC based on the amount of power ordered. Based on the reading, Qwest will adjust the new monthly usage rate to CLEC's actual usage rate on a going forward basis.

Amendment				Notes					
				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
8.0 Collocation									
8.3 Cageless Physical Collocation									
8.3.1	Planning and Engineering								
	8.3.1.1	Quote Preparation Fee				\$4,195.90			13 B
8.3.2	Space Construction and Site Preparation								
	8.3.2.1	Site Preparation		ICB		ICB	3		3
	8.3.2.2	Space Construction (2 Bays and One 40 Amp Power Cable)		\$44.35		\$30,103.44	B		B
	8.3.2.3	Intentionally Left Blank							
	8.3.2.4	Adjustment to use a Single Bay (2 Bays are included in Space Construction)		(\$5.19)		(\$3,520.65)	1		1
8.15 Collocation Available Inventory									
8.15.1	Standard Sites								
	8.15.1.1	Removal of Terminations							
		8.15.1.1.1	DS0, per 100 Terminations			ICB			3
		8.15.1.1.2	DS1, per Termination			ICB			3
		8.15.1.1.3	DS3, per Termination			ICB			3
		8.15.1.1.4	OCN, per 12 Fibers			ICB			3
8.15.2	Special Sites								
	8.15.2.1	Special Site Assessment Fee				\$1,058.00			1
	8.15.2.2	Network Systems Assessment Fee				\$1,663.00			1
	8.15.2.3	Site Survey Fee				\$150.00			1
8.15.3	Re-usable Elements					ICB			3
8.15.4	Quote Preparation Fee (QPF)								
	8.15.4.1	Cageless (see rate in 8.3.1.1)				\$4,195.90			11
	8.15.4.2	Caged (see rate in 8.4.1.1)				\$4,561.19			11
NOTES:									
B	Docket UT-003013, Part A								
1	Rate not addressed in a cost proceeding (Estimated TELRIC)								
3	Individual Case Basis								
11	Rate was ordered for a similar element and is being used because the costs for this element are the same.								
13	The preliminary engineering and planning costs are included in the virtual, caged and cageless space construction charges. These engineering and planning charges are also included in the virtual, 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.								