

**CLEC Consolidation–Amendment
to the Interconnection Agreement (ICA)
between
Qwest Corporation
and
Qwest Communications Corporation
For the State of Washington**

This is an agreement between Qwest Corporation (“Qwest”), a Colorado corporation, and Qwest Communications Corporation (“Surviving Entity”) and OnFiber Carrier Services, Inc. (“Merging Entities”) and shall be filed as an amendment to the Surviving ICA as provided hereafter (the “Amendment”). Surviving Entity and Merging Entities are referred collectively hereafter as “CLEC” and are identified on Attachment A of this Agreement. CLEC and Qwest shall be known jointly as the “Parties”. Attachment A shall identify the Surviving Entity legal name ACNA, and RSID and ZCID. Attachment A shall also identify each of the Merging Entities and their respective ACNAs, as well as the date of merger, acquisition, consolidation or other legal change resulting in their consolidation into the Surviving Entity.

RECITALS

WHEREAS, the Merging Entities and Qwest entered into interconnection agreements (“ICAs”) for service in the state of Washington which were approved by the **Washington** Utilities and Transportation Commission (“Commission”); and

WHEREAS, CLEC has consolidated its operations under a single legal Surviving Entity due to merger, acquisition or other legal process as described on Attachment A; and

WHEREAS, CLEC has requested that the Surviving Entity be allowed to operate under one legal agreement but continue placing orders utilizing the separate codes of the Merging Entities instead of combining all facilities under a single code as required under the existing standard merger/ consolidation process; and

WHEREAS, the Parties have been working together to accommodate CLEC’s request, and desire to minimize transition costs and disruption in operations, including ordering, provisioning and billing while operating under one legal agreement utilizing multiple entity identification and industry codes; and

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:

Section 1. Surviving Interconnection Agreement

A. CLEC and Qwest agree that upon execution of this Amendment, the interconnection agreement identified on Attachment B will govern the Surviving Entity and all Merging Entities with respect to the matters set forth therein (the “Surviving ICA”) and any other ICAs previously used by the Merging Entities, shall immediately terminate, except that
August 23, 2007/kcd/ Consolidation Amd/ OnFiber Carrier Services, Inc./ WA
Amendment to CDS-041110-0007

any outstanding liabilities and/or charges accrued under the Merging Entities' prior ICAs shall be assumed by the Surviving Entity and be governed by the terms, conditions and rates of the Surviving ICA. A list of each Merging Entity ICA and effective amendments are listed on Attachment B. Attachment B shall also identify the Surviving ICA and any applicable surviving amendments.

B. The Parties agree that the Surviving Entity shall legally assume all rights and liabilities of the Merging Entities, including but not limited to Billing Account Numbers, any pending order activity, refunds, credits and other related billing matters that may accrue (including but not limited to past due bills or any items under dispute), or that may have accrued but not yet been provided to the Merging Entities, including charges associated with any unexpired portions of minimum periods and minimum termination liabilities.

C. Notwithstanding any provision of this Amendment, payment of any refund or extension of any credit or other rights required by law in connection with the services provided to CLEC shall be made by Qwest in the manner required by the Surviving ICA or as required by applicable law.

Section 2. Commission Filing/Commission Approval

A. The Parties shall work together in good faith to prepare and file the necessary documents to notify the Commission of the actions set forth in Section 1 above.

B. This Amendment shall be filed with the applicable state Commission. Notwithstanding, the Parties shall implement the terms of this Amendment and the Surviving ICA, immediately upon execution, without waiting for Commission approval.

Section 3. Ordering, Provisioning and Billing

Notwithstanding Sections 1 and 2 above, Qwest and CLEC agree to process and bill orders according to the process described in this Section 3.

A. The Parties shall continue to separately place all orders and submit all bills related to each Merging Entity in the same manner as prior to CLEC's acquisition, merger, consolidation or reorganization. Specifically, orders and billing functions relating to assets (e.g. circuits and collocations) originally assigned to a Merging Entity shall be placed using the codes originally assigned to such Merging Entity. CLEC agrees that it shall be solely responsible to ensure that the correct codes for each Merging Entity are utilized when placing orders and/or billing functions and for any delays or errors caused by CLEC's failure to comply with this process. Any bills to Qwest related to the Merging Entities shall also utilize the separate Merging Entity codes.

B. CLEC and Qwest shall continue processing CLEC's orders and billing functions using the separate Merging Entity codes and continue to issue separate bills and payments to and from each Merging Entity in the same manner as prior to CLEC's consolidation or reorganization. Nevertheless, CLEC agrees that the Surviving Entity is fully responsible for purposes of contract, billing and all other matters for the services being ordered, provisioned and billed, regardless of the Merging Entity codes being utilized.

C. CLEC and Qwest agree that the procedures set forth in A and B above shall apply to all orders and bills that relate or depend upon existing collocations and facilities. Orders and bills involving new collocations and related facilities shall only utilize the Surviving Entity ACNA(s) , RSID(s) and ZCID(s) as identified on Attachment A, and related industry codes.

D. To the extent that CLEC requires a billing address change, personnel access updates (systems) or other notice changes, CLEC shall submit an updated questionnaire and also agrees to complete any other forms required by Qwest to accomplish the matters contemplated under this Amendment.

Section 4. Performance Measurements

For purposes of any performance measures, reporting or payments, including but not limited to PID/PAP, Qwest and CLEC agree that Qwest shall treat Surviving Entity and all Merging Entities that CLEC identifies on Attachment A as a single company as of the execution date of this Amendment. Notwithstanding, Qwest reserves the right to make adjustments to PAP payments as of the actual date of the legal merger, acquisition or other entity change applicable to the Merging Entities.

Section 5. Authorization to Consolidate Merging Entities and Utilize Codes

A. CLEC represents that it has obtained all necessary Commission or other approvals to consolidate, merge or reorganize the Merging Entities into the Surviving Entity and continue using the Merging Entity ACNAs and other codes described on Attachment A. Upon request, CLEC shall provide Qwest documentation supporting such approvals or authorizations.

B. CLEC agrees to indemnify and hold harmless Qwest, its affiliates, officers and directors, employees, agents and contractors from any liability, claims, or causes of action arising out of its use the Merging Entity ACNAs and other codes as contemplated under this Amendment.

Section 6. Effective Date

A. This Amendment shall become effective upon execution by both Parties ("Effective Date") and remain in effect until terminated by either Party upon 30 day's prior written notice or until such time as a regulatory or other authoritative body with competent jurisdiction orders otherwise. Upon termination, CLEC agrees to comply with Qwest's then current process to change the codes from each Merging Entity to the Surviving Entity codes, and seek appropriate compensation therefore to the extent it ultimately

deems that a codes consolidation is appropriate and necessary.

B. This Amendment is intended to accommodate CLEC's request for an alternative to the current standard codes consolidation process and memorialize the Parties agreement to maintain the operational status quo between the Parties. The Amendment reflects the continued operation of all of CLEC's respective business operations and activities in the same manner in which CLEC did so prior to implementing its legal entity merger/acquisition/reorganization/consolidation, albeit through a single legal Surviving Entity under a single Surviving ICA.

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. Other than as expressly set forth in an amendment to the Surviving ICA, all other terms of the Surviving ICA and Amendments shall remain in full force and effect.

Section 7. 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.

Section 8. 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.

OnFiber Carrier Services, Inc.

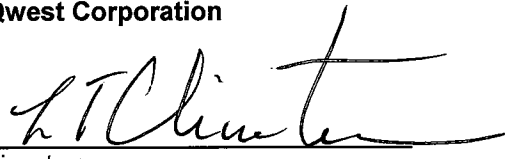

Signature

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

12/4/07
Date

**ATTACHMENT A
CLEC ENTITIES**

MERGING ENTITIES¹

<u>CLEC NAME</u>	<u>DATE OF LEGAL CHANGE</u>	<u>ACNA</u>	<u>RSID/ZCID</u>
1. On Fiber Carrier Services, Inc.	08/31/2006	ONF	023
2. Qwest Communications Corporation	08/31/2006	LGT	Q08

SURVIVING ENTITY²

<u>CLEC NAME</u>	<u>ACNA</u>	<u>RSID/ZCID</u>
Qwest Communications Corporation	ONF/LGT	023/Q08

¹ Merging Entities are those CLECs that have been merged into, acquired by or consolidated into the Surviving Entity due to an event such as merger, acquisition, reorganization or other legal activity resulting in dissolution of one or more of such Merging Entities and termination of such associated CLEC certifications.

² The Surviving Entity is the single surviving legal entity resulting from the legal activity described in footnote 1. The Surviving Entity may be one of the Merging Entities or a newly created legal entity. The Surviving Interconnection Agreement will be in the name of the Surviving Entity.

ATTACHMENT B

INTERCONNECTION AGREEMENTS

MERGING ICAs

NAME	STATE	AGREEMENTS/AMENDMENTS
1. On Fiber Carrier Services, Inc.	WA	CDS-041110-0007 Amendments: Facility Connected Collocation Rate Update Triennial Review Order and USTA II Decision Triennial Review Order and Triennial Review Remand Order (TRO/TRRO)
2. Qwest Communications Corporation	WA	CDS-040427-0006 Amendments: Collocation Available Inventory Triennial Review Order and Triennial Review Remand Order (TRO/TRRO) MSA-HSIS-CDS-060525-0015

SURVIVING ICA*

NAME	STATE	AMENDMENTS /AMENDMENTS
On Fiber Carrier Services, Inc.	WA	CDS-041110-0007 Amendments: Facility Connected Collocation Rate Update Triennial Review Order and USTA II Decision Triennial Review Order and Triennial Review Remand Order (TRO/TRRO)

* As of the Effective Date of the Agreement, the Surviving ICA will govern the Surviving Entity and all Merging Entities and all facilities. All of the Merging ICAs will be simultaneously terminated.