

**Expedites Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Oregon Telecom, Inc. dba Washington Telecom
for the State of Washington**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Oregon Telecom, Inc. dba Washington Telecom ("CLEC"). Qwest and CLEC shall be referred to jointly as the "Parties."

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement that was approved by the Washington Utilities and Transportation Commission ("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 by adding rates, terms and conditions relating to Expedites, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein. The Parties agree the rates, terms and conditions in this document are for the limited purposes of this Amendment. CLEC and Qwest reserve their rights to assert different language and/or rates in other contexts.

2. Effective Date

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

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 Expedites 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.

**Oregon Telecom, Inc.
dba Washington Telecom**

Qwest Corporation

Signature

Signature

Name Printed/Typed

L.T. Christensen

Name Printed/Typed

Title

Director – Wholesale Contracts

Title

Date

Date

Attachment 1 Expedites

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.

12.2.1.2 Expedites. CLEC may request a Due Date earlier than the applicable Due Date interval for that product or service. Requests for expedites can be made either prior to, or after, submitting CLEC's service request.¹

12.2.1.2.1 Notwithstanding any other provision of this Agreement, for all products and services under this Agreement (except for Collocation), Qwest will grant and process CLEC's expedite request, and expedite charges are not applicable, if one or more of the following conditions are met:²

- a) Fire;
- b) Flood;
- c) Medical emergency;
- d) National emergency;
- e) Conditions when the End User Customer is completely out of service (primary line);
- f) Disconnect in error by Qwest;³
- g) Requested service necessary for CLEC End User Customer's grand opening event delayed for facilities or equipment reasons with a future Ready For Service (RFS) date;
- h) Delayed orders with a future RFS date that meet any of the above described conditions;
- i) National Security;
- j) Business Classes of Service unable to dial 911 due to previous order activity; or
- k) Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the End User Customer's business is being critically affected.

¹ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 146).

² Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 147).

³ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 18 (¶¶ 118-119)

12.2.1.2.2 If none of the conditions described in Section 12.2.1.2.1 are met, Qwest will grant and process CLEC's expedite request, but the expedite charges in Exhibit A will apply, unless the need for the expedite is caused by Qwest.⁴

12.2.1.2.3 Nothing in this Section 12.2.1.2 alters whether a non-recurring installation charge in Exhibit A applies to the CLEC order pursuant to the terms of the applicable section of this Agreement. The expedite charge, if applicable, is separate from the installation charge.⁵

⁴ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 147).

⁵ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 147).

Washington Expedite Rate Update
Exhibit A

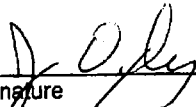
	Recurring	Recurring, per Mile	Nonrecurring	REC	REC, per Mile	NRC
7.8.1 Expedite Charge (LIS Trunks)			See the rate in Qwest's WA Switched Access Tariff			
9.20 Miscellaneous Charges						
9.20.14 Expedite Charge, per Order			\$150.00			*
Notes:						
* This rate is interim, but not subject to true-up.						

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**Oregon Telecom, Inc.
dba Washington Telecom**



Signature

J. Jeffery Oday

Name Printed/Typed

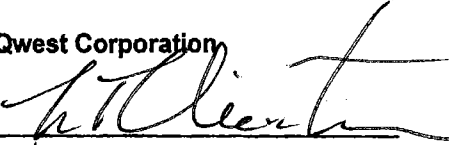
VP, General Counsel

Title

June 3, 2011

Date

Qwest Corporation



Signature

L.T. Christensen

Name Printed/Typed

Director - Wholesale Contracts

Title

6/6/11

Date