

**UDF Reservation Amendment  
to the  
Unbundled Dark Fiber (UDF) Amendment No. 3  
between  
Qwest Corporation  
and  
Advanced TelCom Group  
for the State of Washington**

This Amendment ("Amendment") is to the Amendment No. 3 for Unbundled Dark Fiber by and between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and Advanced TelCom Group, Inc. dba Advanced TelCom Group ("CLEC"), a Delaware corporation.

**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 ("Commission") on December 9, 1998, as referenced in Docket No. UT-980390 ("Agreement"); and

WHEREAS, the Parties entered into an Amendment No. 3 for Unbundled Dark Fiber (UDF), that was approved by the Commission; and

WHEREAS, the Parties wish to add to the aforementioned Amendment No. 3 the UDF reservation language and rates described 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**

This Amendment is made in order to add to the aforementioned Amendment No. 3 the language and rates applicable to UDF reservation, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

**2. 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.

**3. Amendments; Waivers**

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.

**4. Entire Agreement**

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, amendments or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

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.

**Advanced TelCom Group**

**Qwest Corporation**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Printed/Typed

L. T. Christensen  
Name Printed/Typed

\_\_\_\_\_  
Title

Director – Business Policy  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT 1**  
**Unbundled Dark Fiber**  
**Reservation language**

The following reservation language shall be incorporated into the existing UDF Amendment No. 3:

**1.3 Ordering Processes**

1.3.5 CLEC may reserve Dark Fiber for CLEC during Collocation builds. Prior to reserving space, CLEC must place an inquiry (pursuant to section 1.5.1(a) of the existing Unbundled Dark Fiber (UDF) Amendment No. 3) and receive a UDF Inquiry Response that reflects that the route to be reserved is available. CLEC is also strongly encouraged to request a Field Verification (pursuant to section 1.5.1(b) of the existing UDF Amendment) that the route to be reserved is available. If CLEC does not obtain Field Verification, CLEC assumes the risk that records upon which the UDF Inquiry Response is based may be in error. CLEC may reserve UDF for thirty (30), sixty (60), or ninety (90) Days; such time period to begin upon Qwest's determination that UDF is available and reservation of such UDF for CLEC. CLEC may extend or renew reservations if there is delay in completion of the Collocation build. All applicable UDF recurring charges (specified in the existing UDF Amendment) will be assessed at the commencement of the reservation. Nonrecurring charges for Provisioning and cross connects will be assessed at the time of installation.

**1.5 Rate Elements**

1.5.1

- c) Field Verification. This rate element, identified in Exhibit A, is a work effort performed at CLEC's option before placing a request to reserve UDF to verify the availability of UDF that CLEC desires to reserve.

**EXHIBIT A**  
**WASHINGTON RATES**

<b>Unbundled Dark Fiber (UDF)</b>	<b>Recurring</b>	<b>Non-recurring</b>	<b>Notes</b>
Field Verification (Engineering Verification)*		\$346.39	1

[1] Rates proposed in Cost Docket UT-003013 on 11/7/01 and/or 3/7/02. TELRIC based where required.

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\* Rate element from: Fourth Amended October 16, 2002 Exhibit A - WA SGAT