Rate Update Amendment for Unbundled Analog Loops to the Interconnection Agreement between Qwest Corporation and American Fiber Network, Inc. for the State of Washington

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and American Fiber Network, Inc. ("CLEC"), a Delaware corporation; (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for services in the State of Washington, that was allowed to go into effect by the Washington Utilities and Transportation Commission on July 25, 2007, as referenced in the no-action agenda, Docket No. UT-073036 ("Agreement"); and

WHEREAS, the Parties agree to amend the Agreement 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

Exhibit A of the Agreement is hereby amended by adding the rate elements for 2-Wire Unbundled Analog Loops when ordered with Ports (that are currently shown as "Intentionally Left Blank" at Section 9.2.1.2), as set forth in 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, 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.

American Fiber Network, Inc.

_____
Signature

Robert Heath_____
Name Printed/Typed

Executive Vice President_____
Title

9/21/07_____
Date

Qwest Corporation

_____
Signature

L. T. Christensen_____
Name Printed/Typed

Director – Interconnection Agreements
Title

9/25/07_____
Date

	Amendment											Notes	
								Recurring	Recurring Per Mile	Non Recurring			
9.0	Unbundled Network Elements (UNEs)												
	9.2	Unbundled Loops											
		9.2.1	Analog Loops										
			9.2.1.2	2-Wire Voice Grade Loop when ordered with Port									
				9.2.1.2.1	Zone 1			$11.07			F		
				9.2.1.2.2	Zone 2			$13.44			F		
				9.2.1.2.3	Zone 3			$16.73			F		
				9.2.1.2.4	Zone 4			$28.04			F		
				9.2.1.2.5	Zone 5			$67.58			F		
NOTES:													
	F	Docket UT-023003											