

**Amendment No. 1 to the Interconnection Agreement  
Between  
Electric Lightwave, Inc.  
and  
Qwest Corporation**

This Amendment No. 1 ("Amendment") is made and entered into by and between Electric Lightwave, Inc., ("ELI") and Qwest Corporation ("Qwest").

**RECITALS**

WHEREAS, ELI and Qwest are concurrently entering into an Interconnection Agreement for service in the state of Washington that will be submitted to the Washington Utilities and Transportation Commission for approval (the "Agreement"); and

WHEREAS, ELI and Qwest desire to amend the Agreement under 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.**

This Amendment is made in order to add the terms, conditions and rates for Local Number Portability Managed Cuts as set forth in the Attachment for Local Number Portability Managed Cuts, attached hereto and incorporated herein.

**2. Effective Date.**

This Amendment shall be deemed effective upon approval by the appropriate state Commission; however, the Parties may 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. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

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.

**Electric Lightwave, Inc.**

**Qwest Corporation**

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

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

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

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

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Title

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Date

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Date

**ATTACHMENT  
LOCAL NUMBER PORTABILITY  
MANAGED CUTS**

- 1.0 A Managed Cut permits ELI to select a coordinated cut for Local Number Portability (“LNP”). The request is offered on a 24 x 7 basis.
  - 1.1 The date and time for the coordinated cut requires up-front planning and may need to be negotiated between Qwest and ELI. All requests will be processed on a first come, first served basis and are subject to Qwest’s ability to meet a reasonable demand. Considerations such as system downtime, switch upgrades, switch maintenance, and the possibility of other CLECs requesting the same FDT in the same switch (switch contention) are reviewed. In the event that any of these situations would occur, Qwest will negotiate with ELI for an agreed upon FDT prior to issuing the Firm Order Confirmation (FOC). Because of this up-front coordination and FDT negotiation efforts, the FOC interval will begin upon completion of negotiations between Qwest and ELI for the FDT. Otherwise, standard intervals will apply.
  - 1.2 ELI shall request a Managed Cut by submitting a Local Service Request (LSR) and designating a Managed Cut in the Remarks section of the LSR form.
  - 1.3 ELI will incur additional charges for the managed cut dependent upon the FDT. The rates are based on whether the request is within normal business hours or out of hours. Normal business hours are 7:00 a.m. to 7:00 p.m., local time, Monday through Friday and the rate is a standard rate. Out of hours, except for Sundays and Holidays are at the overtime rate. Sundays and Holidays are at a premium rate.
  - 1.4 Charges for Managed cuts shall be based upon actual hours worked in ½ hour increments multiplied by the number of Qwest personnel actively participating in the cut. Such charges are set forth in Section 1.7 below. ELI understands and agrees that in the event ELI does not make payment for Managed Cuts, Qwest shall not accept any new LSR requests for Managed Cuts.
  - 1.5 Qwest will schedule the appropriate number of employees prior to the cut, based upon information provided by ELI. ELI will also have appropriate personnel scheduled for the negotiated FDT. If such information requires modification during the cut and, as a result, non-scheduled employees are required, ELI shall be charged a three hour minimum callout per each additional non-scheduled employee. If the cut is either cancelled, or supplemented (supp) to change the due date, within 24 hours of the negotiated FDT, ELI will be charged a 3 hour minimum.

1.6 ELI will provide Managed Cuts on the same basis as Qwest.

1.7 Qwest will provide Managed Cuts at the following rates:

Managed Cut <b>standard</b>	\$ 27.38 per 1/2hour per person
Managed Cut <b>overtime</b>	\$ 35.43 per 1/2hour per person
Managed Cut <b>premium</b>	\$ 43.49 per 1/2hour per person