

LETTER AGREEMENT

This letter agreement ("Agreement") between MCImetro Access Transmission Services LLC ("CLEC") and Qwest Corporation ("Qwest") sets forth the terms pursuant to which the parties will decommission certain CLEC collocation sites ordered pursuant to various interconnection agreements ("ICAs") between the parties and for which Qwest records indicate may still have associated customer traffic or circuits.

1. Sites to be Decommissioned.

CLEC is requesting decommissioning of the collocation sites listed in Exhibit A of this Agreement (the "Subject Sites"). Qwest records indicate that certain customer circuits may still be connected (either physically or by record) to these Subject Sites. CLEC must provide notice to its End User Customers of its intention to discontinue their service and move or disconnect all affected End User Customers prior to issuing a decommission application.

2. Site Decommissioning and Transport Disconnection.

Prior to issuing a collocation application to decommission a Subject Site, CLEC agrees to complete the purging of all of its systems in order to verify that no circuits remain in service at that Subject Site. CLEC agrees to test to verify that no traffic remains at the Subject Site and will have received a completion from Qwest for the disconnection of the transport DS3.

Upon receipt of a CLEC decommissioning application for a Subject Site, Qwest will complete such decommissioning consistent with the terms of the applicable ICA. CLEC hereby authorizes Qwest to disconnect any circuit still connected (whether physically or on record with Qwest) with the Subject Site during decommissioning.

CLEC agrees to indemnify and hold harmless Qwest against any claims by CLEC's End User Customers (as defined in the ICAs) whose service is affected by Qwest's decommissioning of the Subject Site and disconnection of circuits associated therewith to extent that the End User Customer service was affected solely by CLEC's failure to perform its obligations set forth in this Agreement.

3. Payment.

In accordance with the requirements of the ICAs, CLEC agrees to continue to pay all collocation charges for each Subject Site until the date its application for decommissioning that Subject Site is accepted by Qwest, provided that Qwest shall use commercially reasonable efforts to accept CLEC's application within five (5) business days of receipt. CLEC shall not be responsible for any other fees associated with decommissioning the Subject Sites.

4. Governing Terms.

In the event of any inconsistency between the provisions of this Agreement and the terms of any applicable ICA, the terms of the ICA shall prevail.

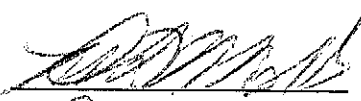
5. Additional Terms.

This Agreement applies only to those Subject Sites. No modifications to this Agreement shall be binding upon the parties unless made in writing, signed by both parties. This Agreement is effective as of the date both parties have executed this Agreement and shall remain in effect until September 1, 2009, unless terminated by in writing by the parties. This Agreement shall be governed by the laws of the State of New York irrespective of principles of choice of law.

QWEST CORPORATION

MCImetro Access Transmission Services LLC

By: Bryan Money
Title: Director, Wholesale *Qwest*
Date: 8-27-07

By: 
Title: Owner
Date: Aug 20, 2007
Peter H. Reynolds

**EXHIBIT A
SUBJECT SITES**

| CLLI_CODE | ACTL | CITY | STATE | Collocation Type |
|------------------|-------------|---------------|--------------|-------------------------|
| PHNXAZCA | PHNXAZCAHG4 | PHOENIX | AZ | Physical |
| PHNXAZGR | PHNXAZGRHG4 | PHOENIX | AZ | Physical |
| PHNXAZMA | PHNXAZMAHG8 | PHOENIX | AZ | Physical |
| PHNXAZNO | PHNXAZNOHG7 | PHOENIX | AZ | Physical |
| PHNXAZSY | PHNXAZSYHG3 | PHOENIX | AZ | Physical |
| SCDLAZMA | SCDLAZMAHG5 | SCOTTSDALE | AZ | Physical |
| AURRCOMA | AURRCOMAHG4 | AURORA | CO | Physical |
| BLDRCOMA | BLDRCOMAHG4 | BOULDER | CO | Physical |
| DNVRCOCH | DNVRCOCHHG5 | DENVER | CO | Physical |
| DNVRCOCL | DNVRCOCLHG2 | LITTLETON | CO | Physical |
| DNVRCOCP | DNVRCOCPHG8 | DENVER | CO | Physical |
| DNVRCOCW | DNVRCOCWHG4 | LOUISVILLE | CO | Physical |
| DNVRCODC | DNVRCODCHG6 | DENVER | CO | Physical |
| DNVRCOEA | DNVRCOEAHG7 | DENVER | CO | Physical |
| DNVRCOMA | DNVRCOMAHG7 | DENVER | CO | Physical |
| DNVRCONE | DNVRCONEHG1 | DENVER | CO | Physical |
| DNVRCOSE | DNVRCOSEHG4 | DENVER | CO | Physical |
| DNVRCOSH | DNVRCOSHHG2 | AURORA | CO | Cageless |
| DNVRCOSL | DNVRCOSLHG7 | DENVER | CO | Physical |
| DNVRCOSO | DNVRCOSOHG4 | DENVER | CO | Physical |
| DNVRCOSW | DNVRCOSWHG4 | DENVER | CO | Physical |
| ENWDCOAB | ENWDCOABHG5 | ENGLEWOOD | CO | Physical |
| ENWDCOMA | ENWDCOMAHG2 | ENGLEWOOD | CO | Physical |
| GLVYMNOR | GLVYMNORHG3 | GOLDEN VALLEY | MN | Physical |
| LNMTCOMA | LNMTCOMAHG2 | LONGMONT | CO | Physical |
| LTTNCOHL | LTTNCOHLHG2 | LITTLETON | CO | Physical |
| LTTNCOMA | LTTNCOMAHG2 | LITTLETON | CO | Physical |
| NGLNCOMA | NGLNCOMAHG2 | NORTHGLENN | CO | Physical |
| BLTNMNNO | BLTNMNNOHG2 | BLOOMINGTON | MN | Cageless |
| MPLSMNBE | MPLSMNBEHG3 | MINNEAPOLIS | MN | Physical |
| MPLSMNDT | MPLSMNDTHG6 | MINNEAPOLIS | MN | Physical |
| PLMOMNFE | PLMOMNFEHG3 | PLYMOUTH | MN | Cageless |
| PTLDOR11 | PTLDOR11HG2 | PORTLAND | OR | Physical |
| PTLDOR69 | PTLDOR69HG8 | PORTLAND | OR | Physical |
| BLLVWAGL | BLLVWAGLHG2 | BELLEVUE | WA | Cageless |
| RNTNWA01 | RNTNWA01HG3 | RENTON | WA | Physical |
| STTLWA01 | STTLWA01HG7 | SEATTLE | WA | Physical |
| STTLWA03 | STTLWA03HG5 | SEATTLE | WA | Physical |
| STTLWA05 | STTLWA05HG6 | SEATTLE | WA | Physical |
| STTLWALA | STTLWALAHG2 | SEATTLE | WA | Physical |