

**DSO/DS1 Multiplexing Amendment
to the Interconnection Agreement between
Qwest Corporation and
Advanced TelCom Group
for the State of Oregon**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and Advanced TelCom, Inc. dba Advanced TelCom Group ("CLEC"), a Delaware corporation.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Oregon, that was approved by the Oregon Public Utility Commission on November 20, 1998, as referenced in Docket/Order No. 98-485 ("Agreement"); and

WHEREAS, the Parties wish 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

The Agreement is hereby amended by adding the terms and rates for DSO/DS1 Multiplexing, as set forth below and in Exhibit A, attached hereto and incorporated herein.

Multiplexing options (DSO/DS1 MUX) are available at the rates described in Exhibit A.

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, the CLEC's bills shall be deemed accurate and adjusted without error.

Amendments; Waivers

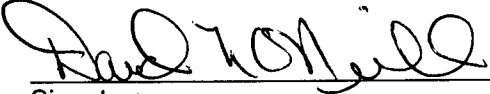
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may 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.

Advanced TelCom Group



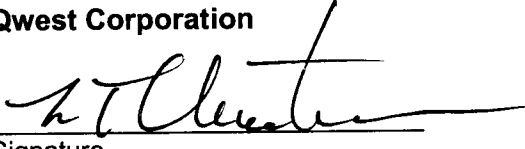
Signature
David M O'Neill

Name Printed/Typed
President

Title
9-13-2004

Date

Qwest Corporation



Signature
L. T. Christensen

Name Printed/Typed
Director – Interconnection Agreements

Title
9/20/04

Date

**Exhibit A
Oregon***

Amendment				Notes					
				Recurring	Recurring, per Mile	Non-Recurring	Rec	NRC, per Mile	NRC
7.0 Interconnection									
7.4 Multiplexing									
7.4.1	DS1 to DS0			\$212.76					
	7.4.1.1	DS1 to DS0 Manual				\$165.28			13
	7.4.1.2	DS1 to DS0 Mechanized				\$97.28			

NOTES:

Unless otherwise indicated, all rates are pursuant to Oregon PUC Dockets listed below:

- A: UM 844 (Order No. 97.239)
- B: UM 962 (Order No. 02-821)
- C: UM 773 (Order No. 02-355)
- D: UT 148/UM 963 (Order No. 00-481)
- E: UT 138 Ph II Recurring (Order No. 02-184)
- F: UT 138 Ph III Nonrecurring (Order No. 03-085)

[13] Qwest is unable to bill Manual NRC rates at this time; the corresponding Mechanized NRC rate will be billed instead.