

**UDF Reservation Amendment
to the
Unbundled Dark Fiber (UDF) Amendment No. 2
between
Qwest Corporation
and
Advanced TelCom Group
for the State of Oregon**

This Amendment ("Amendment") is to the Amendment No. 2 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 Oregon, that was approved by the Oregon Public Utility Commission ("Commission") on November 20, 1998, as referenced in Docket/Order No. 98-485 ("Agreement"); and

WHEREAS, the Parties entered into an Amendment No. 2 for Unbundled Dark Fiber (UDF), that was approved by the Commission; and

WHEREAS, the Parties wish to add to the aforementioned Amendment No. 2 the UDF reservation language and rates as 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. 2 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



Authorized Signature

P. N. CARDMAN

Name Printed/Typed


VICE PRESIDENT

Title

02.11.03

Date

Qwest Corporation



Authorized Signature

L. T. Christensen

Name Printed/Typed

Director – Business Policy

Title

2/12/03

Date

ATTACHMENT 1
Unbundled Dark Fiber
Reservation language

The following reservation language shall be incorporated into the existing UDF Amendment No. 2:

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 9.7.3.1 of this Agreement 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 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 sections 9.7.5.2 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 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
OREGON RATES

Unbundled Dark Fiber (UDF)	Recurring	Non-recurring	Notes
Field Verification (Engineering Verification)*		\$340.77	1

[1] TELRIC-based rates

* Rate element from: Qwest Oregon SGAT, Eighth Revision, Exhibit A, January 9, 2003