

**Collocation Available Inventory Amendment
to the Interconnection Agreement between
Qwest Corporation and
Eschelon Telecom of Oregon, Inc.**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and Eschelon Telecom of Oregon, Inc. ("CLEC"), a Minnesota 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 February 8, 2000, as referenced in Docket No. ARB-199 ("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:

1. Amendment Terms

The Agreement is for the purpose of setting the Parties' agreed terms and conditions for Eschelon's purchase of Collocation Available Inventory in the State of Oregon. Although agreeing to the language and rates in this document for the limited purposes of this Amendment, CLEC and Qwest reserve their right to assert different language and/or rates should be used in other contexts. Neither Qwest nor CLEC will refer to, or otherwise use, this Amendment and the Parties' agreement to its terms in any proceeding (other than as necessary to file and obtain approval of this Amendment or to enforce the Amendment between the Parties).

2. Collocation Available Inventory

2.1 Collocation Available Inventory provides the terms and conditions under which CLEC can purchase returned Collocation sites and elements ("Qwest Postings"). Available sites will be posted on the "Collocation Classified" web site: <http://www.qwest.com/cgi-bin/wholesale/collocation.cgi>.

2.1.1 Qwest Postings: Collocation sites available on the Qwest Available Inventory list may be totally or partially completed before being returned to Qwest inventory. Both caged and cageless sites will be offered on the inventory list.

2.1.2 Intentionally Left Blank.

2.1.3 The "Collocation Classified" web site refers to a tool used by CLEC and Qwest to post listings of available collocation sites. The site contains Qwest Postings.

2.1.4 Inspection of Posted sites: Upon request, CLECs may inspect posted inventory at a mutually convenient time. The rate for such inspection is contained in Exhibit A as "Site Survey".

2.2 General Terms

2.2.1 The offering of a Collocation site from the Qwest Available Inventory list shall be limited to the offering of a specified site in Qwest's control to CLEC that either: (i) has a Commission-approved Interconnection Agreement covering the specific type of Collocation to be obtained or (ii) is currently in negotiations with Qwest for such an Agreement.

2.2.2 The assuming CLEC for all Qwest posted sites will be required to pay a minimum of six (6) months of Space Construction and Floor Space Lease recurring charges should the CLEC terminate its rights of occupancy prior to six (6) months of occupancy.

2.2.3 Standard Sites

2.2.3.1 Qwest Postings: Collocation sites available in the Qwest Postings may be partially or fully completed before being returned to Qwest inventory. Both caged and cageless sites will be offered in the Qwest Collocation Postings section. Sites will be offered under the terms and conditions set forth in CLEC's Interconnection Agreement. In its Collocation application for such a site, CLEC may request to add to or complete the Collocation site to the CLEC's specifications. In CLEC Collocation application for such a site, CLEC may also request that Qwest reduce cable terminations. CLEC will be charged for the removal of such cable terminations, if Qwest completely removes such terminations from the Collocation space.

2.2.3.2 All services that were previously connected to the Collocation (e.g., Unbundled Network Elements, CLEC to CLEC connections, administrative lines, Finished Services, Line Splitting and Line Sharing, etc.) will be disconnected before the site is listed on the "Qwest Postings" section of the Collocation Classifieds. Power,

Grounding for caged sites and Entrance Facilities are also disconnected prior to a site being posted. Qwest shall inventory all Reusable and Reimbursable Elements and list them in the Qwest Postings. Shared resources including HVAC and racking will not be listed in the Qwest postings. When other Collocation space is not available, Qwest reserves the right to remove Qwest postings from the Available Inventory web site to satisfy CLEC Applications for Collocation, for Qwest space requirement needs, or for CLEC Collocation Augments to existing sites. Qwest shall not use the Qwest Postings as a basis to claim exhaust (space, power, terminations, etc.) in any Qwest Premises.

2.2.3.3 If the assuming CLEC requests modifications to the Qwest posted site, the terms and conditions of this Agreement relating to Collocation Augments apply.

2.2.3.4 CLEC must pay the initial fifty percent (50%) of the quoted non-recurring charges to Qwest within thirty (30) Days of receiving the quote. If the payment is not received by Qwest within such thirty (30) Day period, the quote will expire and the requested site will be returned to Qwest inventory. The CLEC will be charged a QPF for work performed up to the point of expiration or non-acceptance of the quote.

2.2.4 Special Sites:

2.2.4.1 Qwest may elect to offer Collocation sites returned through Chapter 7 bankruptcy or abandonment (Special Sites). These Special Sites will not be decommissioned and may be offered with Electronic Equipment (Equipment), Equipment Racks, Cages, DC power, Grounding and Terminations. These Special Sites will be posted in the Qwest Available Inventory posting under "Unverified sites with equipment".

2.2.4.2 If the assuming CLEC requests additions to the Qwest posted site, the terms and conditions of this Agreement relating to Collocation Augments apply. Partial decommissioning of a Special Site is not permitted until after the Special Site has been accepted by CLEC.

2.2.4.3 CPMC will verify whether the requested site is still available for acquisition by conducting a feasibility

study within ten (10) Days after receipt of the application. If the site is not available the CPMC will notify the CLEC in writing. If the site is available a site survey will be arranged with the CLEC and Qwest State Interconnect Manager (SICM). Upon completion of the survey Qwest will prepare a quote based on the site inventory and any requested modifications to the site. CLEC must pay in full one hundred percent (100%) of the quoted non-recurring charges to Qwest within thirty (30) Days of receipt of the quote. If Qwest does not receive the payment within such thirty (30) Day period, the quote will expire and the requested site will be returned to Qwest inventory. The CLEC will be charged a QPF for work performed up to the point of expiration or non-acceptance of the quote. Upon receipt of the full payment for the quoted non-recurring charges, Qwest will begin the establishment of the site records and the complete the job build-out. The interval shall be forty-five (45) Days for completion of the site from receipt of payment. In the event that CLEC requires Qwest to install additional services to the existing site, the interval will revert to the intervals defined in the assuming CLEC's Interconnect Agreement.

2.2.4.4 For Special Sites; IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT QWEST IS SELLING EQUIPMENT THAT IS CLASSIFIED AS "USED" OR "SURPLUS" EQUIPMENT ON AN "AS IS, WHERE IS" BASIS. CLEC UNDERSTANDS AND AGREES THAT ALL EQUIPMENT IS CONVEYED (I) IN AN "AS IS" "WHERE IS" CONDITION WITH ALL FAULTS, LATENT AND PATENT AND (II) ALL EQUIPMENT IS CONVEYED WITHOUT ANY QWEST WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR IMPLIED BY A PARTICULAR COURSE OF DEALING.

2.2.4.4.1 All software and software license agreements for any Equipment conveyed as part of a Special Site shall be the sole responsibility of the assuming CLEC.

2.2.4.4.2 Any mitigation and clean up of a Special Site by Qwest before conveyance of the Special Site to the assuming CLEC pursuant to Section 8.2.1.33, and any handling, scrap, destruction or other disposition of any Equipment by the assuming CLEC

after conveyance of the Special Site to the assuming CLEC, shall conform and comply with the following:

a) All applicable federal, state, county and municipal laws, statutes, regulations, and codes regulating hazardous wastes, materials or substances, including, but not limited to the Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et seq.); the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901 et seq.); Hazardous Materials Transportation Act (HMTA) (49 U.S.C. 1801 et seq.); Occupational Safety and Health Act (OSHA) (29 U.S.C. 651 et seq.); Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)(42 U.S.C. 9601 et seq.); and any successor acts thereto or the regulations promulgated thereunder and any applicable International laws and regulations;

b) Any applicable Qwest Technical Publications.

2.3 Rate Elements

2.3.1 Pricing for sites listed within the Qwest Available Inventory list will be provided on a site-specific basis. Pricing shall be in accordance with the Interconnection Agreement of the assuming CLEC. Vacating CLECs may receive a potential refund from sale of available/discounted sites based on outstanding non-recurring charges, amounts for reimbursable elements and transfer fees.

2.3.2 The following items are charged to a CLEC purchasing a "Standard site" from the Qwest Available Inventory List. Charges will be provided to a CLEC via a quote that requires the CLEC's acceptance before Qwest begins work.

2.3.2.1 If the assuming CLEC requests modifications to the Qwest posted site, the rate elements of this Agreement relating to Collocation Augments apply.

2.3.2.2 Quote Preparation Fee (QPF): The QPF is identified in Exhibit A.

2.3.2.3 Reusable Elements are those Qwest inventoried components used to provision the Collocation site. The quote will be for all components used to install the Collocation space. These elements include Qwest inventoried components (e.g., cage, bays, HVAC, cable racking, and for Special Sites - power) to provision the original Collocation site.

2.3.2.3.1 Non-recurring Collocation Rate Elements that are reused, will be available at a 50% discount to an assuming CLEC.

2.3.2.4 Reimbursable Elements are those which are not subject to a discount to the assuming CLEC. Reimbursable Elements considered for a potential refund are, Digital Signal Level 0 (DS0) termination cabling, Level 1 (DS1) termination cabling, Level 3 (DS3) termination cabling, and fiber terminations (excluding entrance that run from vault directly to Collocation site, i.e., Express Fiber Entrances).

2.3.2.5 Special Site Rates: The following items are charged to an assuming CLEC for a Special Site from the Qwest Postings. Charges will be provided to CLEC via a quote that requires CLEC acceptance before Qwest begins work.

2.3.2.5.1 The Site Survey Fee shall apply if a site survey is requested by CLEC. It applies to Standard and Special Sites and is a non-refundable, non-recurring charge for a site visit conducted prior to the submission of an application by CLEC. This rate element is identified in Exhibit A. This charge will be included in the quote when an application is submitted or it will be charged separately if CLEC does not subsequently submit an application.

2.3.2.5.2 The Special Site Assessment Fee is a non-refundable, non-recurring fee per Exhibit A. This rate element is in lieu of the Standard Site QPF because Qwest has already installed some of the reusable equipment and/or reusable infrastructure. Qwest has not spent additional time and resources to decommission this Special Site.

2.3.2.5.3 Non-recurring Collocation Rate Elements: Include all Reusable elements defined

above, DC Power, grounding and terminations. Special Sites will be offered at a flat 50% discount to an assuming CLEC based on the rates in its current Interconnection Agreement. Augments or changes to the sites will not be discounted and will be charged at the rates as defined in Exhibit A of this Agreement.

2.3.2.5.4 The Network Systems Administration non-recurring fee is for the system and record updates required for transferring a site to the assuming CLEC. The rate is identified in Exhibit A.

2.3.2.5.5 Prior to listing available inventory sites on the Collocation Classified web site, all working circuits will be disconnected.

2.3.2.5.6 Any Equipment contained in the site will be conveyed at \$0.00 charge.

2.3.2.6 Recurring charges for all Products and Services will be charged at rates listed in the assuming CLEC's Exhibit A of their Interconnection Agreement without a discount.

2.3.3 Ordering

2.3.3.1 CLEC must submit a "Qwest Collocation Application Form (new, change or augment)" on the Qwest web at <http://www.qwest.com/wholesale/pcat/collocation.html>.

2.3.3.2 The "submit" date for the Collocation Available Inventory request will commence on the date that the CLEC submits the application to Qwest.

2.3.3.3 Qwest will process the Available Inventory Request pursuant to the Collocation Intervals contained in this Agreement.

2.3.3.3.1 Special Site interval will be forty-five (45) Days from the receipt of payment.

2.3.3.4 For purposes of first-come, first-served determination of availability, priority will be defined as set forth in Section 8.4.1.5.1.

2.3.3.5 CLECs may submit an alternative option when requesting an available site by populating the "Second Choice"

and/or "Third Choice" tabs included on the Qwest Collocation Application Form. This will prevent the possible cancellation of the submitted application in the event that the first choice is no longer available.

3. Effective Date

This Amendment shall be deemed effective upon approval by the Oregon Public Utility Commission; however, the Parties agree to implement the provisions of this Amendment upon execution. 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.

4. Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

5. Entire Agreement

Other than the publicly filed Agreement and its Amendments, Qwest and Eschelon have no agreement or understanding, written or oral, relating to the terms and conditions for Eschelon's purchase of Collocation Available Inventory in the State of Oregon.

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.

Eschelon Telecom of Oregon, Inc.

Signature

J. Jeffery Oxley
Name Printed/Typed

Title

VP, General Counsel, Secretary

Date

11-17-2005

Qwest Corporation

Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements
Title

Date

11/18/05

**Exhibit A
Oregon***

Amendment					Notes			
			Recurring	Recurring, per Mile	Non-Recurring	Rec	NRC, per Mile	NRC
8.0	Collocation							
8.15	Collocation Available Inventory							
8.15.1	Standard Sites							
8.15.1.1	Removal of Terminations							
8.15.1.1.1	DS0, per 100 Terminations				ICB			3
8.15.1.1.2	DS1, per Termination				ICB			3
8.15.1.1.3	DS3, per Termination				ICB			3
8.15.1.1.4	OCN, per 12 Fibers				ICB			3
8.15.1.2	Quote Preparation Fee (QPF)							
8.15.1.2.1	Cageless (uses rate from 8.3.1.1)				\$4,956.18			1
8.15.1.2.2	Caged (uses rate from 8.4.1.1)				\$5,403.92			1
8.15.2	Special Sites							
8.15.2.1	Special Site Assessment Fee				\$1,195.12			1
8.15.2.2	Network Systems Assessment Fee				\$1,819.26			1
8.15.2.3	Site Survey Fee				\$169.97			1
8.15.3	Re-usable Elements					ICB		3

NOTES:

- [1] Rates not addressed in a Cost Docket (estimated TELRIC)
- [3] ICB, Individual Case Basis pricing.