DC Power Measurement Amendment
to the Interconnection Agreement between
Qwest Corporation
and
WilTel Local Network, LLC
for the State of Utah

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and WilTel Local Network, LLC ("CLEC"). Qwest and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Utah, that was approved by the Public Service Commission of Utah on November 15, 2004, as referenced in Docket No. 04-049-127 ("Agreement"); and

WHEREAS, the Parties agree 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 Collocation DC Power Measurement terms and conditions, as set forth in Attachment 1, attached hereto and incorporated herein.

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.

WilTel Local Network, LLC	**Qwest Corporation**
_____	_____
Signature	Signature
_____	L. T. Christensen
Name Printed/Typed	Name Printed/Typed
_____	Director – Interconnection Agreements
Title	Title
_____	_____
Date	Date

ATTACHMENT 1
Collocation DC Power Measurement

Section 8.0 - COLLOCATION

8.2.1 Terms and Conditions - All Collocation

8.2.1.30 Optional DC Power Measurement. CLEC will order DC power to meet its needs with a twenty (20) amperes (amp) per feed minimum. If CLEC orders more than sixty (60) amps, Qwest typically terminates such feed on a power board. If CLEC orders sixty (60) amps or less, the power feed typically terminates at a battery distribution fuse board (BDFB). No power measurements are performed at a BDFB. Therefore, for sixty (60) amps or less, the power usage rate is based on CLEC ordered amps. For power feeds of greater than sixty (60) amps terminated at the power board, Qwest will measure usage on a semi-annual basis if CLEC orders Optional DC Power Measurement. Qwest will also take a reading within thirty (30) Days of a written request by CLEC. Qwest will perform a maximum of four (4) readings per year for a particular Collocation site. Until the routine semi-annual reading or until such time that Qwest makes a reading based on a written request, Qwest will bill CLEC based on the amount of power ordered. Based on the reading, Qwest will adjust the new monthly usage rate to CLEC's actual usage rate on a going forward basis.

8.3 Rate Elements

8.3.1 Rate Elements - All Collocation

8.3.1.6 -48 Volt DC Power Usage Charge. Provides -48 volt DC power to CLEC collocated equipment and is fused at one hundred twenty-five percent (125%) of the request. The -48 volt DC Power Usage Charge applies to the quantity of -48 volt capacity specified by CLEC in its order on a per ampere (amp) basis. There is a one (1) amp minimum charge for -48 volt DC power usage.

8.3.1.6.1 Optional -48 Volt DC Power Usage Charge is available for orders of greater than sixty (60) amps. If CLEC orders Optional DC Power Measurement, Qwest will initially apply the -48 Volt DC Power Usage Charge from Exhibit A to the quantity of power ordered by CLEC. Qwest will determine the actual usage at the power board as described in Section 8.2.1.30. Qwest will adjust the monthly usage rate based upon the actual usage on a going forward basis. There is a one (1) amp minimum charge for -48 volt DC power usage. The rate elements associated with Collocation DC Power Measurement are in Exhibit A of the Agreement.

8.3.1.6.2 Power Plant per Amp. Provides plant infrastructure to support the -48 volt DC power to CLEC collocated equipment. Power plant is built to support the amount of DC power usage ordered by CLEC and may be reduced with a power reduction request.