

**AMENDMENT TO
QWEST COMMERCIAL DARK FIBER SERVICE AGREEMENT**

This amendment ("Amendment"), by and between Qwest Corporation ("Qwest"), a Colorado corporation, and XO Communications Services, Inc. ("CLEC"), a Delaware corporation, amends the Qwest Commercial Dark Fiber Service Agreement between the Parties.

WHEREAS, the Parties entered into a Qwest Commercial Dark Fiber Service Agreement ("Agreement") with an Effective Date of February 20, 2006; and

WHEREAS, the Parties entered into an Amendment to the Agreement, with an Effective Date of October 27, 2008, extending the Term of the Agreement and incorporating QDF-IOF for additional Non-Impaired Wire Centers language; and

WHEREAS, the Parties agree to amend the Agreement under the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing and 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 (covering the States of Arizona, Colorado Minnesota, Oregon and Washington) is hereby amended by adding the State of Utah, with an assigned contact number of CDS-100827-0001. Exhibit A rate document, incorporating Utah rates, is hereby added to the Agreement, attached hereto and incorporated herein.

Effective Date

This Amendment shall be deemed effective upon signature by both Parties.

Further Amendments

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 of the Parties hereto. 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 by the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter 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 subject matter 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.

Qwest Corporation: By: _____ Name: <u>L. T. Christensen</u> Title: <u>Director – Wholesale Contracts</u> Date: _____	XO Communications Services, Inc.: By: _____ Name: <u>Heather B. Gold</u> Title: <u>Executive VP – External Affairs</u> Date: _____
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