

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

This amendment ("Amendment") by and between Qwest Corporation ("Qwest") and **Integra Telecom, Inc., on behalf of itself and each of its named Subsidiaries:** Integra Telecom of Washington, Inc., Integra Telecom of Utah, Inc., Integra Telecom of North Dakota, Inc., Integra Telecom of Minnesota, Inc., Integra Telecom of Oregon, Inc., (collectively referred to as "CLEC") amends the Master Services Agreement for Qwest Commercial Dark Fiber Service ("Agreement") between the Parties with an Effective Date of February 6, 2006. Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement. This Amendment is effective after it is signed by both Parties.

1. Term of the Agreement. Section 3 of the Agreement is deleted in its entirety and replaced with: "The term of this Agreement will begin on the Effective Date and will continue through December 31, 2010." This Agreement will automatically renew at the end of its term for consecutive renewal terms of one year unless Qwest provides written notice to CLEC at least one year before the end of the then-current term that this Agreement will not renew. If Qwest provides that notice to CLEC, Qwest may begin disconnecting CLEC's embedded Services under this Agreement at the expiration of this Agreement.

2. Definitions. The following definitions are added to Addendum 1 of the Agreement:

"Commission-Approved Wire Center List" means a list approved by the applicable state commission in a Wire Center Docket that identifies non-impairment designations for UDF-IOF based on the applicable Wire Center tier designations under the TRRO.

"Transition Period Complete Date ("TPCD")" means the 181st Day after the effective date of the Commission-Approved Wire Center List.

"UNE Order Stop Date (UOSD)" means the 15th Day after the effective date of the Commission-Approved Wire Center List.

"Wire Center Docket" means any state commission docket in which Qwest files a request to add additional Non-Impaired Wire Centers to the Commission-Approved Wire Center List, and the applicable state commission approves addition of the Wire Centers to the list.

3. QDF-IOF In Additional Non-Impaired Wire Centers. The following new Section 5.0 is added to Service Exhibit 1 to the Agreement:

5.0 Additional QDF-IOF. Notwithstanding anything to the contrary in the Agreement or this Service Exhibit, CLEC may add new QDF-IOF as Services under the Agreement as modified by the following terms and conditions:

5.1 The definition of QDF-IOF in this Service Exhibit is replaced with "QDF-IOF means (a) a deployed, unlit pair or strand of fiber optic cable that connects two points within the Qwest network, within the same LATA and state and (b) is a single, existing transmission path that terminates on a Qwest Fiber Distribution Panel (FDP) or equivalent, between two Qwest Wire Centers."

5.2 For new orders of QDF-IOF, the terms of the Agreement will apply only to QDF-IOF that was ordered prior the UNE Order Stop Date (UOSD) as unbundled dark fiber interoffice facility (UDF-IOF) that no longer meets the definition of an unbundled network element (UNE) as set by the FCC in the Triennial Review Remand Order (TRRO).

5.3 For the unbundled dark fiber interoffice facility referenced in Section 5.2 to be deemed qualified as being ordered prior to the UOSD, Qwest must have received and confirmed receipt of complete and accurate service order request(s) on or before the UOSD for the UDF-IOF service to be included under terms of this Agreement.

5.4 Irrespective of the effective date of Section 5.0 of this Service Exhibit, the conversion to, and effective billing date for all UDF-IOF, previously purchased from Qwest prior to the UOSD (and which under terms and conditions of Section 5.0 of this Service Exhibit and the Agreement may be added as new QDF-IOF services) will be on the Transition Period Complete Date (TPCD). Rates are provided in Exhibit A of the Agreement.

5.5 To enable Qwest to convert included UDF-IOF services to QDF-IOF under Section 5.0 of this Service Exhibit, CLEC will submit an ASR per Billing Account Number (BAN) per Access Customer Terminal Location (ACTL) for all QDF-IOF services to be included under the Agreement no later than ten (10) days before the TPCD. UDF services for which Qwest does not receive an ASR converting to QDF by at least ten (10) days before the TPCD will be subject to disconnection.

5.6 CLEC will be billed the existing rates under their interconnection agreement until the TPCD. Beginning on the TPCD, CLEC will be billed under the terms and conditions of Agreement. Upon receipt of complete and accurate ASRs to transition these circuits to QDF-IOF, as described in Section 5.5 of this Service Exhibit, Qwest will bill a 115% transitional increase retroactive to the TPCD for the circuits that were in place as of, or ordered before, the UOSD.

5.7 The terms and conditions in Sections 1.0 through 4.0 of this Service Exhibit not expressly modified under Section 5.0 of this Service Exhibit will apply to newly ordered QDF-IOF.

4. Miscellaneous. This Amendment will be effective as of the date it is executed by both Qwest and CLEC and is incorporated by reference into the Agreement. All other terms and conditions in the Agreement will remain in full force and effect and be binding upon the Parties. This Amendment and the Agreement set forth the entire understanding between the Parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of the Agreement will control.

The undersigned Parties have read and agree to the terms and conditions set forth in this Amendment.

Integra Telecom, Inc.,

Qwest Corporation

Signature

Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director - Wholesale Markets

Title

Date

Date