

**ILEC-CLEC Mid-Span Meet POI Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC and
Emery Telecommunications & Video, Inc. dba Emery Telcom
for the State of Utah**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Emery Telecommunications & Video, Inc. dba Emery Telcom ("CLEC"), a Utah corporation, (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") simultaneously with this Amendment, for service in the State of Utah, which is also filed with the Commission; and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein; and

WHEREAS, CLEC's affiliate, Carbon/Emery Telcom, Inc. ("Carbon/Emery") is an ILEC operating outside of CenturyLink's service territory and CenturyLink and Carbon/Emery have jointly provisioned a facility between them which is used for the exchange of traffic between CenturyLink and Carbon/Emery, and CenturyLink and CLEC wish to use a portion of that facility for the separate exchange of traffic between CenturyLink and CLEC;

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 terms and conditions for Mid-Span Meet POI as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; 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 CenturyLink. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, CenturyLink 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 CenturyLink implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

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 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.

**Emery Telecommunications & Video, Inc.
dba Emery Telcom**

Qwest Corporation dba CenturyLink QC

Signature

Signature

Brock Johansen
Name Printed/Typed

L. T. Christensen
Name Printed/Typed

CEO/General Manager
Title

Director – Wholesale Contracts
Title

Date

Date

ATTACHMENT 1

CenturyLink and CLEC's affiliated ILEC have previously exchanged traffic using facilities established for the exchange of traffic between CenturyLink and CLEC's affiliated ILEC operation. In order to efficiently use the Parties' network facilities, the existing ILEC facility will be treated as a "Mid-Span Meet POI" point of interconnection, as defined below. CLEC will provision separate trunks on the existing facility for its CLEC traffic and represents and warrants that it will not use any trunks over the existing facility established for use in its ILEC operations for any traffic that is governed by this Agreement. Only the CLEC trunks and associated CLEC portion of the Mid-Span Meet POI transport facility are subject to this Agreement. Should either CLEC's affiliated ILEC or CenturyLink request to alter the arrangements for the existing ILEC meet point facility, the CLEC and CenturyLink will be required to re-negotiate a CLEC POI and the existing LIS trunk groups may need to be re-provisioned.

1. Mid-Span Meet POI

A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between the CenturyLink Serving Wire Center location and the location of the CLEC switch or other equipment located within the area served by the CenturyLink Serving Wire Center. The Parties will use the existing facilities in place between CLEC's affiliated ILEC and CenturyLink, establishing a Mid-Span Meet POI within CenturyLink's franchised service territory over which CLEC will establish its LIS trunking. The initial Mid-Span Meet POI shall be PROVUTMA/PRICUTMA. For any additional Mid-Span Meet POIs that CLEC may request, the actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. Any ILEC meet point established to a CenturyLink Remote Switch cannot be used to establish an ILEC-CLEC Mid-Span Meet POI. The Mid-Span Meet POI will be used exclusively as an Interconnection facility and cannot be used for other purposes such as Unbundled Network Elements or Access Services.

2. Direct Trunked Transport

Either Party may elect to purchase direct trunked transport from the other Party. CLEC agrees that it will order Direct Trunked Transport between the Provo Serving Wire Center and the Provo Access Tandem for this ILEC-CLEC Mid-Span Meet POI according to the terms contained within this Amendment. The mileage for this DTT will be zero and as a result no compensation will be paid by CLEC solely for this DTT.

Direct trunked transport (DTT) is available between the Serving Wire Center of the POI and the terminating and/or transiting Party's Tandem Switch or End Office Switches. The applicable rates are described in Exhibit A. DTT facilities are provided as dedicated DS3, DS1 or DS0 facilities.