

**Collocation Joint Inventory Visit Amendment No. 3
to the Interconnection Agreement between
Qwest Corporation and
AT&T Communications of the Midwest, Inc.
for the State of North Dakota**

This is an Amendment ("Amendment") for Collocation Joint Inventory Visit to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and AT&T Communications of the Midwest, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") which was approved by the Commission; and

WHEREAS, the Parties wish to amend the Agreement further 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 terms, conditions and rates for Collocation Joint Inventory Visit as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

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.

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 Attachment 1 and Exhibit A 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.

AT&T Communications of the Midwest, Inc.

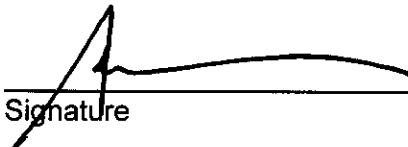

Signature

Cynthia Batchelder
Name Printed/Typed

Carrier Relations Vice President
Global Access Management
Title

June 15, 2005
Date

Qwest Corporation


Signature

Steven Hansen
Name Printed/Typed

VP – Wholesale
Title

6/24/05
Date

ATTACHMENT 1

Collocation Joint Inventory Visit

1.0 Description

1.1 Collocation Joint Inventory Visit allows a CLEC to request a comprehensive visit with Qwest at an existing CLEC central office Collocation site. The purpose of this Joint Inventory Visit is to perform a complete inventory of a CLEC collocation site including the review of: space, power, terminations, synchronization, administrative lines, all collocated virtual equipment, common area splitter, AC outlets, and to verify billable rate elements versus actual billing

1.2 There will be no time allocated during the visit for testing or repairing items identified. The Joint Inventory Visit Process excludes physical review of the Entrance Facility POI location. The inventory will be documented and any deviations (e.g., between the inventory and the Qwest billing for the collocation site) identified on a "Collocation-Joint Inventory Visit Form. This form will become the basis for a follow-up corrective action plan based on mutual agreement. A copy will be provided prior to the wrap-up conference call. One possible corrective action may be that Qwest would adjust its billing to CLEC for the inventoried collocation site to insure that the billing reflects only the inventoried items.

2.0 Terms

2.1 Joint Inventory Visit is available for any Central Office premise type of Collocation.

2.2 Joint Inventory Visit quote will be communicated from the Qwest Collocation Project Management Center (CPMC) via email to the CLEC and followed by an invoice requiring 100% payment. Quotes are sustainable upon receipt, since the shortened timeframe requires immediate processing by Qwest. Although the process for Joint Inventory Visit calls for a quote, the Parties acknowledge that the aggregate of all charges associated with Joint Inventory Visit, including the quote, shall not exceed the amount of the Joint Inventory Visit Fee set forth in Exhibit A.

2.3 The visits will be conducted during normal business hours defined as: Monday through Friday from 8am to 5pm local time excluding Qwest recognized holidays.

2.4 The Qwest employee conducting the visit will be a management employee knowledgeable about the collocation of telecommunications services. The Qwest representative will be identified by a State Interconnect Manager (SICM).

2.5 The overall process for a Collocation Joint Inventory Visit will be sixty (60) Days from receipt of a valid and complete application to completion of the wrap-up conference call.

2.6 A maximum of two scheduling visits will be planned per application subject to a minimum forty-eight (48) hour cancellation policy. Any cancellation less than forty-eight (48) hours prior to the scheduled Joint Inventory Visit time or failure to conduct the visit

by CLEC will result in CLEC being billed and no deliverables received.

3.0 Ordering

3.1 CLEC must submit a "Joint Inventory Visit Application" to order a Collocation Joint Inventory Visit. The Joint Inventory Visit Application is available at <http://www.qwest.com/wholesale/pcat/collocation.html#imp>.

3.2 Each site requested will require a separate application form. A site is defined as each eleven digit CLLI code location.

3.3 CLEC will receive an email acknowledgment of the application receipt and validation or feedback on any information requiring clarification within one (1) business Day.

4.0 Rate Elements

4.1 The pricing for this process is a state specific nonrecurring charge identified in Exhibit A.

Exhibit A

Joint Inventory Visit Fee Rate Elements

Qwest 14 States

			Unit	Non-Recurring	Recurring
			Per Visit		
Joint Inventory Visit Fee				\$ 1,610.12	