

**UNE-P PAL Amendment
to the Interconnection Agreement between
Qwest Corporation and
West Gate Communications, LLC
for the State of Washington**

This is an Amendment ("Amendment") for UNE-P Public Access Lines (PAL) to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and West Gate Communications, LLC ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of Washington which was approved by the Washington Utilities and Transportation Commission ("Commission") on May 30, 2001 as referenced in Docket No. UT-013033; 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:

1. Amendment Terms

This Amendment is made in order to add, to the Agreement, the following UNE-P Public Access Lines (PAL) language. UNE-P PAL nonrecurring rates are found in Exhibit A attached hereto and incorporated herein. UNE-P PAL recurring rates are found in specified sections of the rate pages in Exhibit A of the Agreement. Both Unbundled Network Elements (UNEs) and Unbundled Network Element Combinations sections must be included within CLEC's existing Interconnection Agreement to incorporate this product as an Amendment.

UNE-P PAL: Public Access Lines are available to CLEC as a UNE Combination. UNE-P PAL is comprised of the following UNEs: Analog 2-wire voice grade loop, Analog Line Side Port and Shared Transport. All Vertical Switch Features that are technically feasible for PAL are available with UNE-P PAL. For complete descriptions, refer to the appropriate Unbundled Network Elements Sections of the Agreement.

2. 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 Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. Further Amendments

The provisions of this Amendment, including the provisions of this sentence, may not be interpreted, 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.

4. Entire Agreement

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, amendments or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

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.

West Gate Communications, LLC

Qwest Corporation

Signature

Signature

Name Printed/Typed

L.T. Christensen

Name Printed/Typed

Title

Director – Business Policy

Title

Date

Date

EXHIBIT A

Washington		Recurring	Nonrecurring	Notes
UNE Combinations				
	UNE-P Conversion Nonrecurring Charges			
	UNE-P PAL Manual			
	First		\$14.62	1
	Each Additional		\$2.44	1
	UNE-P New Connection Nonrecurring Charges			
	UNE-P PAL Manual			
	First		\$74.05	1
	Each Additional		\$16.63	1