

**Qwest Provided Cable Termination Rate Element Amendment
to the Interconnection Agreement between
Qwest Corporation and
Allegiance Telecom of Washington, Inc.**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and Allegiance Telecom of Washington, Inc. ("CLEC"), a Delaware corporation.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Washington, that was approved by the Washington Utilities and Transportation Commission on September 22, 1999, as referenced in Docket/Order No. UT-990384 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement 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 the terms, conditions and rates for Qwest Provided Cable Termination Rate Element, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

Rates in Exhibit A shall be updated to reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

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. Additionally, Qwest 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 Qwest 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.

Allegiance Telecom of Washington, Inc

Qwest Corporation

Signature

Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director - Interconnection Agreements

Title

Date

Date

ATTACHMENT 1

Qwest Provided Cable Termination

Description:

Qwest provided Cables are between CLEC Collocation and terminate on Qwest ICDF Frame. Collocation Cable Terminations will be provided and installed by Qwest at the request of the CLEC if CLEC chooses not to provide your own termination cables. These cables are available in the following types: DS0, DS1, DS3 and Fiber Terminations.

Ordering:

Cables are ordered utilizing the "New, Change, Augment Collocation Application Form". When submitting your application indicate cable to be provided by Qwest and identify the quantity of terminations by type.

Rate Elements:

Recurring and Non-recurring rate elements apply when the CLEC requests Qwest to supply CLEC Cable(s) as identified in Exhibit A.

EXHIBIT A – WASHINGTON

Qwest Provided Cable Termination Rate Elements

			Recurring	Non Recurring	Notes
8.1.8	Collocation Terminations				
	8.1.8.1	DS0 Terminations			
		8.1.8.1.8	Cable (if supplied by Qwest), per Linear Foot, per 100 pair	\$0.0026	\$2.01
	8.1.8.2	DS1 Terminations			
		8.1.8.2.8	Cable (if supplied by Qwest), per Linear Foot, per 28 pair	\$0.0023	\$1.57
	8.1.8.3	DS3 Terminations			
		8.1.8.3.9	Cable (if supplied by Qwest), per Linear Foot, per DS3	\$0.0018	\$1.24
	8.1.8.4	Fiber Terminations			
		8.1.8.4.9	Cable (if supplied by Qwest), per Linear Foot, per 12 strands	\$0.0026	\$1.74