

**Additional Unbundled Network Elements (UNE) Combinations Amendment
to the Interconnection Agreement between
Qwest Corporation and
XO Washington, Inc., (fka NEXTLINK Washington, Inc.)
for the State of Washington**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as US WEST Communications, Inc., a Colorado corporation, and XO Washington, Inc., (fka NEXTLINK Washington, Inc.) ("CLEC"). CLEC and Qwest shall be known jointly as the ("Parties").

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 ("Commission") on April 30, 1997, as referenced in Docket No. UT-960356 ("Agreement"); and

WHEREAS, the Parties entered into an Amendment for Unbundled Network Elements Combinations and Enhanced Extended Loop ("Amendment") which was executed by the Parties on March 23, 2001; and

WHEREAS, the Parties wish to amend the aforementioned Amendment 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

Pursuant to Section 1.1 and 1.2 of Attachment 1 to the aforementioned Amendment, the Amendment is hereby modified to add terms, conditions and rates for UNE-P POTS, UNE-P PBX and UNE-P Centrex as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Rates in Exhibit A that are "Under Development" shall be updated upon establishment of a rate. Rates in Exhibit A shall otherwise 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.

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.

Change of Law

A. The provisions in this Amendment are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of April 1, 2003 (the Existing Rules). Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Amendment shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of the Agreement. It is expressly understood that this Amendment will be corrected, or if requested by CLEC, amended as set forth herein, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Amendment. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. During the pendency of any negotiation for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Amendment, for up to sixty (60) Days. If the Parties fail to agree on an amendment during the sixty (60) Day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of an interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendency of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Amendment, until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

B. In addition to, but not in limitation of, Section A. above, nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the FCC's decision and rules adopted in *In the Matter of Review of the Section 251 Unbundling Obligations*

of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket Nos. 01-338, 96-98 and 98-147, nor rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same ("Decision(s)"). Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of Decisions or concerning whether the Decision should be changed, vacated, dismissed, stayed or modified.

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, 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.

XO Washington, Inc.

Qwest Corporation

Signature

Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director – Interconnection Agreements

Title

Date

Date

ATTACHMENT 1

9.23.3.2 UNE-P-POTS: 1FR/1FB lines are available to CLEC as a UNE Combination. UNE-P POTS is comprised of the following Unbundled Network Elements: Analog - 2 Wire Voice Grade Loop, Analog Line Side Port and Shared Transport. All the vertical Switch features that are Technically Feasible for POTS are available with UNE-P-POTS. For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

9.23.3.3 UNE-P-PBX: PBX trunks are available to CLEC as a UNE Combination. There are two (2) types of UNE-P-PBX: Analog Trunks and Analog Direct Inward Dialing (DID) Trunks. UNE-P-PBX with Analog non-DID Trunks are comprised of the following Unbundled Network Elements: Analog - 2 wire Voice Grade Loop, Analog Line Side Port, and Shared Transport. UNE-P-PBX with Analog 1-Way DID Trunks are comprised of the following Unbundled Network Elements: Analog - 2 wire Voice Grade Loop, DID Trunk Port, and Shared Transport. UNE-P-PBX with Analog 2- Way DID trunks are comprised of the following Unbundled Network Elements: Analog – 4 wire voice grade Loop, DID Trunk Port, Analog/DID trunks, and Shared Transport. All the vertical Switch features that are Technically Feasible for Analog and Analog DID PBX Trunks are available with UNE-P-PBX.

9.23.3.6 UNE-P-Centrex: – Centrex Service is available to CLEC as a UNE Combination. There are three (3) types of UNE-P Centrex: Centrex 21, Centrex Plus, and Centron. Centrex is comprised of the following Unbundled Network Elements: Analog - 2 Wire Voice Grade Loop, Analog Line Side Port, and Shared Transport. All the vertical Switch features that are Technically Feasible for Centrex Service are available with UNE-P-Centrex.

9.23.3.6.1 CLEC may also request a service change from Centrex 21, Centrex-Plus or Centron service to UNE-P-POTS. The UNE-P-POTS line will contain the UNEs established in Section 9.23.3.2 of this Amendment.

9.23.3.6.2 Qwest will provide access to Customer Management System (CMS) with UNE-P-Centrex.