Qwest

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Elizabeth M. Weber Paralegal Policy and Law Department



VIA UPS

February 14, 2001

Ms. Kristin Russell Washington Utilities & Transportation Commission 1300 S. Evergreen Park Drive SW P.O. Box 47250 Olympia, WA 98504-7250

Re: Docket No: UT-980390

Dear Ms. Russell:

Pursuant to your request, please find enclosed the replacement page to an Amendment to the Interconnection Agreement between Advanced TelCom, Inc. ("ATG") and Qwest Corporation. This page, entitled "Amendment No. 2," is replacing the previously submitted page entitled "Amendment No. 7." I understand the Commission requested this change for consistency purposes as Qwest and ATG had not executed and provided to the Commission executed Amendments No. 2 and No. 6. By changing Amendment No. 7 to Amendment No. 2, numbering of the amendments has been corrected numerically. ATG has verbally agreed to this change and has been provided a copy of this replacement page.

I understand this matter will be on the agenda of the next open meeting scheduled for February 23, 2001.

Please let me know if I can be of further assistance. Thank you.

Sincerely,

Elizabeth M. Weber

cc: Mary Sullivan Kathryn Thomas

Replaced On

2.20-000

Amendment No. 7
to the Interconnection Agreement
Between
Qwest Corporation
and

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Advanced TelCom, Inc. dba Advanced TelCom Group for the State of Washington

This is Amendment No. 7 ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as USWEST Communications, Inc., a Colorado corporation, and Advanced TelCom, Inc. dba Advanced TelCom Group ("ATG"), a Delaware corporation. ATG and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, ATG and Qwest entered into an Interconnection Agreement that was approved by the Washington Utilities and Transportation Commission ("Commission") on December 9, 1998 (the "Agreement"); and

WHEREAS, the Parties entered into previous amendments that have been 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:

1. Amendment Terms.

The Agreement is hereby amended by adding Unbundled Network Elements Combinations as shown on Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

2. Effective Date.

This Amendment shall be deemed effective upon approval by the appropriate state Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, ATG must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. ATG will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered