

**Amendment Setting Forth Process to
Terminate Certain Elements and Services Purchased from
The Interconnection Agreement between
Qwest Corporation and
Winstar Communications, LLC
For the State of Washington**

This Amendment ("Amendment") to the Interconnection Agreement is made and entered into by and between Qwest Corporation ("Qwest"), a Colorado corporation, and Winstar Communications, LLC ("Winstar"). Winstar and Qwest shall be known jointly as the ("Parties.")

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the state of Washington which was allowed to go into effect by the Washington Utilities and Transportation Commission ("Commission");

WHEREAS, the Parties entered into a Settlement Agreement on July 15, 2004 in which, among other things, the Parties agreed to terms under which Qwest would assist Winstar by disconnecting various elements and services purchased under the Interconnection Agreement; and

WHEREAS, the Parties wish to amend the Interconnection 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:

A. Amendment Terms

The Interconnection Agreement is hereby amended pursuant to the terms and conditions set forth in Attachment 1, attached hereto and incorporated herein by this reference.

B. Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment under the timetable set forth in Attachment 1.

C. Entire Agreement

This Amendment constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter hereof 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 Amendment.

D. Counterparts

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.

Winstar Communications, LLC

Signature

Name Printed/Typed

Title

Date

Qwest Corporation

Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

Date

1. **Definitions.** When used herein the following term has the following meaning:

“Discontinuance Date” means, with respect to any facilities, products or services currently provided to Winstar by Qwest, the date upon which Winstar discontinues its provision of the last service to a Winstar customer which is provided using facilities or services provided by Qwest pursuant to the Interconnection Agreement.

2. **Termination of Rights and Obligations.**

2.1 **Termination of Services / Disconnects.** Winstar has advised Qwest that it is in the process of substantially revising its business plans and that as a result it intends to discontinue substantially all of the services it provides in Qwest’s operating territory and therefore to disconnect all of the facilities and services currently provided by Qwest. In connection with such discontinuances and disconnections, the Parties agree and acknowledge the right of Qwest, in accordance with and subject to the provisions of any applicable tariff, statute, rule, regulation or Qwest practice, to terminate the provision of services as set forth herein, including the disconnection of all usage, fibers, lines, circuits or any other means by which facilities, products or services may have been or may be provided by Qwest to Winstar as of the applicable Discontinuance Date, unless terminated sooner pursuant to written agreement.

2.2 [Reserved]

2.3 **Efforts to Disconnect.** Winstar has made an effort to accomplish as many of the proposed disconnects as possible prior to June 15, 2004. The Parties expressly understand and acknowledge that notwithstanding such efforts by Winstar, not all of the intended disconnects have been completed prior to that date due to the need for certain regulatory approvals and in light of certain staffing limitations at Winstar and the incomplete state of Debtors’ records as to the individual circuits purchased by Winstar from Qwest, and Qwest agrees that it will continue to provide the Retained Circuits, as defined in Section 2.4 hereof, after June 15, 2004, in accordance with and subject to the provisions of the Interconnection Agreement. In recognition of the incomplete state of Debtors’ records as to the active or inactive status of individual circuits purchased from Qwest, the Parties agree to use their reasonable efforts to cooperate with each other to facilitate such disconnections and to undertake them in such a way as to minimize any disruption of any service that might occur as a result of any uncertainty as to the current status of the service, in accordance with and subject to the provisions of any applicable tariff, statute, rule, regulation or Qwest practice.

2.4 **Procedure for Disconnection of Services as of June 21, 2004.** In all events in accordance with and subject to the provisions of any applicable tariff, statute, rule, regulation or Qwest practice, provisioning and operations representatives from Qwest and Winstar shall continue to confer and develop workable procedures for the disconnection of services, such as:

(a) as of June 21, 2004, Winstar has submitted to Qwest, for all Qwest facilities and services known to Winstar, including but not limited to any CRIS Accounts, that must remain active and in service after June 15, 2004 (the “Retained Circuits”), two lists (the “Retained Circuit List” submitted to Qwest on June 15, 2004, and the “Supplemental Retained Circuit List” submitted to Qwest on June 21, 2004, which include, for each Retained Circuit, identifying information including the following: (i) its location, (ii) its Circuit Identification Number, line number, or other identifying number, (iii) where known by Winstar the applicable Billing Account Number;

(b) other than those Retained Circuits identified on the Retained Circuit List, the Supplemental Retained Circuit List or the Additional Retained Circuit List, Qwest shall disconnect all of the circuits or lines currently provisioned to Winstar as of June 15, 2004 or as soon thereafter as practical consistent with subsection (c); and

(c) a cooperative process whereby any circuit not on the Retained Circuit List and Supplemental Retained Circuit List for which it becomes known had active traffic as of the disconnection date can be reactivated as promptly as possible (each an "Additional Retained Circuit"). The Parties shall continue to maintain and update a list of any Additional Retained Circuits (the "Additional Retained Circuit List").

For the avoidance of doubt, all services and facilities not listed on the Retained Circuit List, the Supplemental Retained Circuit List, or the Additional Retained Circuit List shall be deemed disconnected as of June 15, 2004.

2.5 Procedure for Disconnection of Services after June 15, 2004.

(a) Provisioning and operations representatives from Qwest and the Winstar Entities agree to continue to confer and develop workable procedures for periodic submission of disconnect lists to complete the physical disconnection of those circuits not on the Retained Circuit List, the Supplemental Retained Circuit List or the Additional Retained Circuit List, and to disconnect Retained Circuits and Additional Retained Circuits as they are no longer needed by Winstar to provide service.

(b) Any provision of this Amendment to the contrary notwithstanding, this Amendment, shall be construed in accordance with and subject to the provisions of any applicable tariff, statute, rule, regulation or Qwest practice, including but not limited to the following:

(i) Qwest will manage the disconnection of services and facilities in accordance with Qwest's standard project management procedures as appropriate to the circumstances. This will include, consistent with standard practices, prioritizing ASRs for disconnected circuits that Winstar requests back. In addition, and among other requirements, Winstar will be required to submit ASRs to disconnect LIS facilities and must cooperate with Qwest to accommodate any migration of customer or other action ancillary to such disconnect process;

(ii) Once circuits are disconnected they become generally available to any carrier, including Winstar, on a first-come first-served basis per standard connect/reconnect procedures and at standard rates;

(iii) After the Effective Date, the Retained Circuits and Additional Retained Circuits will be provided at standard rates, terms and conditions.

(iv) Any circuit that is not set forth on the Retained Circuit List, the Supplemental Retained Circuit List or the Additional Retained Circuit List will be disconnected by Qwest as soon as practicable consistent with any applicable tariff, statute, rule, regulation or Qwest practice.

2.6 [Reserved]

2.7 Services Provided As of and After June 16, 2004.

(i) Subject to the provisions of this Amendment, with respect to all services and facilities provided by Qwest to Winstar on or after June 16, 2004, Qwest and Winstar agree that (a) the Parties will follow standard payment and billing practices under the applicable Interconnection Agreement or federal or state tariff; and (b) Winstar shall pay all amounts invoiced by Qwest, including with respect to all Retained Circuits and Additional Retained Circuits, subject to the standard dispute resolution practices under the Interconnection Agreement, and the applicable deadline for filing of any disputes shall be established with reference to receipt of invoices by Winstar at the address provided in this 2.7. For the avoidance of doubt, Winstar shall pay all applicable Interconnection Agreement charges associated with the reactivation of Additional Retained Circuits, and subsection (b) immediately above shall apply with respect to the Additional Retained Circuits from and including June 16, 2004, regardless of any period of deactivation, as if such Additional Retained Circuits had not been deactivated.

(ii) Qwest shall use reasonable efforts to adjust its billing systems so that invoices for Qwest services provided to Winstar after June 15, 2004 do not include any balances for any services or facilities provided prior to and through June 15, 2004.

(iii) All invoices in paper form shall be submitted to Winstar at the following address:

Winstar Communications, LLC
520 Broad Street
Newark, NJ 07102
Attn: Finance Department – 14th Floor

(iv) All invoices in electronic (CD ROM or FTP) form shall be submitted to Winstar at the following address:

Broadmargin
8500 Executive Park Avenue
Suite 110
Fairfax, VA 22031
Attn: Cust Care Win

(v) To the extent that Qwest may submit invoices to Winstar that include any charges for services rendered prior to and through to June 15, 2004, upon written notice to Qwest from Winstar, such charges shall be deemed disputed and Winstar shall pay the invoiced amount less any such disputed charges.