

**Amendment for Private Line to Unbundled Loop Conversions
To the Interconnection Agreement
between
Qwest Corporation
and
New Edge Networks
For the State of Washington**

This Amendment ("Amendment") to the Interconnection Agreement is made by and between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and New Edge Network, Inc. dba New Edge Networks ("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 ("Commission") on September 22, 1999, as referenced in Docket No. UT-990386 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement by adding the terms, conditions and rates contained herein.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. Amendment Terms

This Amendment is made in order to add, to the Agreement, the terms, conditions and rates for Private Line to Unbundled Loop Conversions, as set forth below and in Exhibit A, attached hereto and incorporated herein.

Upon request by CLEC, Qwest will convert special access or private line circuits to Unbundled Loops, with or without multiplexing, provided the service originates at the CLEC Collocation in the Serving Wire Center. If multiplexing is not involved, then the Loop conversion ordering process applies. However, if the conversion includes multiplexing, then the ordering process associated with the conversion to EELs applies. The requirements with respect to providing a significant amount of local exchange traffic, under the EEL Section, shall not apply to conversions to Unbundled Loop.

2. Effective Date

This Amendment shall be deemed effective upon Commission approval; 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

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 except by written instrument executed by an authorized representative of both Parties. This Amendment shall constitute the entire Agreement between the Parties, and supercedes all previous Agreements and Amendments entered into between the Parties with respect to the subject matter 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.

New Edge Networks

Qwest Corporation

Authorized Signature

Authorized Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director – Business Policy

Title

Date

Date

EXHIBIT A
Washington Rates

Unbundled Loops	Non-recurring Rate:	Notes
Private Line to Unbundled Loop Conversions	\$36.86	1

Notes:

[1] Rates not addressed in the Cost Docket. TELRIC based where required.