

FACILITY DECOMMISSIONING SETTLEMENT AGREEMENT

THIS FACILITY DECOMMISSIONING SETTLEMENT AGREEMENT ("Agreement"), is made and entered into as of this 27 day of Dec., 2001 (the "Effective Date"), between Qwest Corporation ("Qwest") and MCI WorldCom Network Services, Inc., on behalf of itself and its U.S. domestic affiliates (collectively, "CLEC") (Qwest and CLEC being sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party").

RECITALS

WHEREAS, Qwest, a local incumbent exchange provider, and CLEC, a competitive local exchange provider, are parties to a certain interconnection agreement (the "Interconnection Agreement"), executed pursuant to sections 251 and 252 of the Federal Telecommunications Act of 1996 (the "Act"); and

WHEREAS, pursuant to the Interconnection Agreement, CLEC has purchased physical and/or virtual collocation and ancillary services from Qwest. CLEC now desires to return to Qwest the collocation sites identified in Exhibit A (the "Facilities") attached hereto and incorporated by reference; and

WHEREAS, the Parties voluntarily enter into this Agreement as a final resolution to disputes arising between the Parties regarding the terms and conditions of CLEC's return of the Facilities and the settlement of financial obligations of each Party with respect to each of the Facilities under the Interconnection Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Facility Decommissioning. In consideration for the CLEC Release and Waiver set forth below, Qwest hereby agrees to decommission the Facilities and to waive all fees and charges associated therewith.

2. Credit/Reimbursement. Qwest shall within thirty (30) days of the Effective Date hereof, pay to CLEC a decommissioning fee reimbursement totaling the amount of \$15,665.84, for nonrecurring charges, subject to true-up as provided below, payable by check to WorldCom (the "Settlement Payment"). Reimbursement for the recurring charges totaling \$ 2,649.00 (the "Settlement Payment"), subject to true-up as stated below, will be credited to the respective Billing Account Number for each site. The Parties agree that the Settlement Payments quoted in the previous sentences are an estimate and is subject to change upon true-up, such variation not to exceed One Hundred Dollars (US\$100.00) more or less, combined, than the estimated Settlement Payments above, based upon the actual Effective Date hereof and the time necessary for Qwest to finally process such settlement amounts.

Total
\$18,314.84
for Exhibit A

3. Release and Waiver.

(a) For valuable consideration to be paid by Qwest to CLEC as provided in Sections 1 and 2 above, CLEC hereby releases and forever discharges Qwest and its associates, owners, stockholders, predecessors, successors, agents, directors, officers, partners, employees, representatives, employees of affiliates, employees of parents, employees of subsidiaries, affiliates, parents, subsidiaries, insurance carriers, bonding companies and attorneys, from any and all manner of action or actions, causes or causes of action, in law, under statute, or in equity, suits, appeals, petitions, debts, liens, contracts, agreements, promises, liability, claims, affirmative defenses, offsets, demands, damages, losses, costs, claims for restitution, and expenses, of any nature whatsoever, fixed or contingent, known or unknown, past and present asserted or that could have been asserted or could be asserted in any way relating to or arising out of the Facilities or this Agreement (the "CLEC Release and Waiver"). CLEC hereby covenants and

warrants that it has not assigned or transferred to any person any claim, or portion of any claim which is released or discharged by CLEC pursuant to this Agreement.

(b) As part of the CLEC Release and Waiver described in the previous paragraph, CLEC expressly agrees to relinquish forever all rights and interest whatsoever in the Facilities and to remove all property it owns from the Facilities within thirty (30) days of the Effective Date of this Agreement at CLEC's own expense.

(c) In consideration of the mutual promises herein, Qwest hereby releases and forever discharges CLEC and its associates, owners, stockholders, predecessors, successors, agents, directors, officers, partners, employees, representatives, employees of affiliates, employees of parents, employees of subsidiaries, affiliates, parents, subsidiaries, insurance carriers, bonding companies and attorneys, from any and all manner of action or actions, causes or causes of action, in law, under statute, or in equity, suits, appeals, petitions, debts, liens, contracts, agreements, promises, liability, claims, affirmative defenses, offsets, demands, damages, losses, costs, claims for restitution, and expenses, of any nature whatsoever, fixed or contingent, known or unknown, past and present related to the decommissioning settlement hereunder or the payment of any non-recurring or monthly recurring fees associated with the Facilities (the "Qwest Release and Waiver"). Qwest hereby covenants and warrants that it has not assigned or transferred to any person any claim, or portion of any claim which is released or discharged by Qwest pursuant to this Agreement.

(d) In the event CLEC fails to remove its equipment from the Facilities as provided above, Qwest may, without notice or demand and in addition to any other right or remedy available at law or equity, remove all of CLEC's equipment from the Facility and store the same at CLEC's expense. CLEC expressly waives any damages occasioned by such removal. Any equipment so removed will be returned to CLEC upon payment in full of all storage costs. If within forty-five (45) days following such equipment removal, CLEC has not requested the return of its equipment and paid any sums owed, then Qwest may exercise all rights of ownership over such equipment including the right to sell same and retain possession of any sale proceeds. Qwest's exercise of any remedies provided for in this Section 3 shall be without prejudice to any other remedies Qwest may have provided for herein or by law.

4. Confidentiality.

(a) The Parties agree that this Agreement shall be subject to the Confidentiality provisions of the underlying interconnection agreement. The Parties will not disclose the contents of this Agreement, the fact of this settlement and any matters pertaining to this settlement unless such disclosure is (i) lawfully required by any governmental agency; (ii) otherwise required by law; (iii) necessary in any legal proceeding to enforce any provisions of this Agreement; or (iv) to legal counsel, accountants and other tax, financial and legal advisors. The Parties will notify each other in writing within five (5) calendar days of the receipt of any subpoena, court order, or administrative order requiring disclosure of information subject to this non-disclosure provision..

5. Dispute Resolution. Any claim, controversy or dispute between the Parties in connection with this Agreement, shall be resolved in accordance with the Business Escalation Agreement, executed by the Parties on June 29, 2001.

6. Full Settlement. The Parties acknowledge and agree that legitimate disputes regarding collocation facility decommissioning set forth in this Agreement and the monetary obligations of each of the Parties have been raised and that the resolution reached in this Agreement represents a binding compromise of the Parties' positions. Subject to Paragraph 5., the Parties performance in Paragraphs 2. and 3., above shall finally settle and resolve all claims asserted or which could have been asserted against any of the Parties arising out of, or in any way relating to the decommissioning of the Facilities hereunder.

7. **Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Colorado, and shall not be interpreted in favor or against any Party to this Agreement except as expressly provided herein.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cannot be rescinded, amended or modified except in a writing executed by authorized representatives of both Parties. The Parties have entered into this Agreement after conferring with legal counsel. Each of the Parties forever waives all right to assert that this Agreement was a result of a mistake in law or in fact.

9. **Binding Agreement.** The terms and conditions contained in this Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective successors, affiliates and assigns.

10. **Severability.** If any provision of this Agreement should be declared to be unenforceable by any administrative agency, court of law, or other tribunal of competent jurisdiction the remainder of the Agreement shall remain in full force and effect, and shall be binding upon the Parties hereto as if the invalidated provision were not part of this Agreement.

11. **Waiver.** The waiver of any right on one or more occasions by either Party shall not constitute a waiver of any such right in any other instance.

12. **Counterparts.** This Agreement may be executed by facsimile signature (provided it is immediately followed by the original by mail) and in any number of counterparts, each of which would be deemed to be original and all of which taken together shall constitute one and the same agreement.

13. **Rules of Construction.** The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the Parties or objects referred to may require. Unless expressly defined herein, words having well known technical or trade meanings shall be so construed. All listing of items shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably requires.

IN WITNESS THERE OF, the Parties have caused this Facility Decommissioning Agreement to be executed as of this 27 day of December, 2001.

MCI WORLDCOM NETWORK
SERVICES, INC.

QWEST CORPORATION

By: [Signature]

By: [Signature]

Michael A. Beach

Name of Signatory

Name of Signatory

Title: Vice President

Title: SUP - Wholesale Mkt [Signature]
aby 1-10-02

Approved as to Form
[Signature]
MCI WorldCom
Law & Public Policy

EXHIBIT A

AN	RELATED BAN'S	CILLI	Decom. Submit Date (Validation Date)	Decom. Completion Date (Actual Date MRCs Ceased)	CO Name (State)	Decom. NRCs Paid	MRC Ban #	Estimated MRC to be Credited	Total of NRCs to be Credited	ESTIMATED TOTAL CREDIT FOR MRC & NRC
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REDACTED