

**Enhanced Extended Loop (“EEL”) Rates Amendment
to the
UNE Combinations Amendment
between
Qwest Corporation
and
Allegiance Telecom of Washington, Inc.**

This Amendment (“Amendment”) is to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) (“Qwest”), a Colorado corporation, and Allegiance Telecom of Washington, Inc. (“CLEC”).

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-990384. (“Agreement”); and

WHEREAS, the Parties previously entered into an Amendment Number 2 for Unbundled Network Elements Combinations (“UNE Combinations”); and

WHEREAS, the UNE-C-PL offering described in the aforementioned Amendment is now known as Enhanced Extended Loop (“EEL”); and

WHEREAS, the Parties wish to amend the aforementioned Amendment by adding the appropriate EEL rate elements 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

This Amendment is made in order to add to the UNE Combinations Amendment the Enhanced Extended Loop (“EEL”) rate elements, as set forth in Exhibit A, attached hereto and incorporated herein.

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. Amendments; Waivers

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.

4. 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, amendments, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

5. Reservation of Rights

Allegiance does not agree that it is obligated to certify that a new EEL will carry a significant amount of local exchange traffic. Allegiance's entry into this Amendment is made without prejudice to its right to assert that there is no certification requirement for a new EEL.

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.

Allegiance Telecom of Washington, Inc.

Qwest Corporation

Authorized Signature

Authorized Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director – Business Policy

Title

Date

Date