

Master Interconnection and Resale Agreement

This Master Network Interconnection and Resale Agreement ("Agreement") between XO Washington, Inc ("XO") and The United Telephone Company of the Northwest ("Sprint"), (herein collectively the "Parties"), dated this 10th day of December, 2003 for the State of Washington.

NOW THEREFORE, the Parties agree as follows:

The Parties agree that the Agreement between the Parties shall consist of the Master Interconnection and Resale Agreement for the State of Washington entered into by and between Sprint and ICG Telecom Group, Inc. dated May 1, 2002 (herein referred to as the "Adopted Agreement"), amended as follows:

TERM:

This Agreement shall be in force for the period commencing with the date set forth above, and will expire pursuant to the terms and conditions governing the term of the Adopted Agreement, including but not limited to, the provisions regarding post-expiration.

MODIFICATIONS:

PARTIES:

XO Washington, Inc. is hereby substituted in the Adopted Agreement for ICG Telecom Group, Inc.

REGULATORY APPROVALS:

Section 3.3.1 and 3.3.2 are hereby deleted in the Adopted Agreement and replaced by the following:

The Parties have not incorporated into this Agreement the provisions of the FCC's triennial review of unbundled network elements (*In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Docket No. CC 01-338, rel. August 21, 2003*). Either Party may request an amendment pursuant to the section 3.2 of this Agreement to incorporate such provisions of the FCC's triennial review.

NOTICES:

Section 19.1 is hereby amended to read:

If to XO:

Rex Knowles
111 East Broadway
Suite 100
Salt Lake City, UT 84111
Tel. 801.983.1504
Fax 801.983.1667
rex.knowles@xo.com

Karen Potkul
Vice President, Regulatory
& External Affairs
XO Communications, Inc.
1924 E. Deere Avenue
Santa Ana, CA 92705
Tel. 949.417.7766
Fax 949.417.7572
karen.potkul@xo.com

To Sprint:

Director – Local Carrier Services
Sprint
6480 Sprint Parkway
Mailstop: KSOPHM0316-3B925
Overland Park, KS 66251

RESERVATIONS:

The Parties agree that nothing in this Agreement shall constitute a precedent in any other proceeding and further neither Party will assert in any other any proceeding that this Agreement should be considered as precedent. Notwithstanding neither Party waives its' rights to participate and fully present its' respective positions in any proceeding dealing with the any issue addressed in this Agreement or the Adopted Agreement.

GENERAL:

The Parties agree that this Agreement may be amended to include collocation rates, terms and conditions.

Except as modified above, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

The United Telephone Company
of the Northwest

XO Washington, Inc.

By: 

By: 

Name: William E. Cheek

Name: Lee Weiner

Title: President Wholesale Markets

Title: Sr. Vice President & General Counsel

Date: 12/18/03

Date: 12/11/03