

**DC Power Reduction Procedure Amendment
to the
Interconnection Agreement
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"), 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 Order No. UT-990384 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement by adding 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:

1. Amendment Terms

This Amendment is made in order to add to the Agreement the terms and conditions for DC Power Reduction Procedure, as set forth in Attachment 1 and 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. Such system updates shall be completed within 30 to 45 days from Qwest's receipt of CLEC's Customer Questionnaire and execution of this Amendment by both Parties. 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.

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

ATTACHMENT 1

DC POWER REDUCTION PROCEDURE

1.0 Description

1.1 Qwest's Power Reduction Procedure offers CLEC the option to reserve a fuse or breaker position on the power board or Battery Distribution Fuse Bay (BDFB) when reducing a multiple feed to zero. CLEC's payment of the Monthly Power Maintenance charge will provide an option to hold the existing power cabling and fuse position for the CLEC's future power augment requests as described in section 2.6 below.

2.0 Terms and Conditions

2.1 If a CLEC wishes to reduce its amount of power and will not require it for future use, Qwest will process the request as a standard augment order and not as a DC Power Reduction request.

2.2 Applications for DC Power Reduction may be submitted only for collocation sites that have been previously accepted by the CLEC. Power reductions to sites under construction or for sites not previously accepted by the CLEC, will follow standard change or augment procedures and rates.

2.3 Before submitting a power reduction application, CLEC's financial obligations with respect to the collocation site must be current, with the exception of formally disputed charges. CLEC's financial obligations include payment of one hundred percent (100%) of all non-recurring quoted charges for the collocation site and all applicable monthly recurring charges that are more than 30 days past due.

2.4 Collocation applications for new, change and augment requests must be submitted to the Collocation Project Management Center (CPMC) on the form provided by Qwest at www.qwest.co/wholesale/pcat/collocation.html.apform. The CPMC will notify the CLEC of any deficiencies in the application within ten (10) days of receipt. A nonrefundable Quote Preparation Fee (QPF) in the amount reflected in CLEC's Interconnection Agreement must be submitted with the application.

2.5 A walk through will be performed prior to quote preparation to determine the amount of work required to perform the power reduction.

2.6 When eliminating a secondary feed, CLEC may purchase the option to have the power cable and fuse position held for its future use. CLEC will be required to pay a monthly Power Maintenance Charge until such time as CLEC notifies Qwest that it wishes either to reenergize the feed or to discontinue the option. In instances where a shortage of fuse position is imminent, Qwest reserves the right to notify CLEC of the need to exercise its option or relinquish the fuse position to Qwest. Upon receipt of such notification, CLEC will have the option of energizing the secondary feed to at least 20 amps or returning the fuse position to Qwest within thirty (30) days of receipt of the notification.

2.7 CLEC assumes all responsibility for outages and/or impacts to CLEC-provided service and equipment due to the reduction in DC Power.

2.8 Restoration of the desired power is contingent upon desired power and fuse position availability.

3.0 Rate Structure

3.1 Collocation charges will be based upon the information provided to Qwest by CLEC on the Collocation Application Form. Below is an example of additional charges that are unique to a Power Reduction Request and will be provided to CLEC via a quote:

3.1.2 Based on this evaluation of work provided in the quote, the rates provided in Exhibit A to this Amendment will apply. One QPF per application/per collocation site will be charged. When multiple feeds at the same collocation space are reduced or eliminated, CLEC will pay one QPF. Other nonrecurring and recurring charges may apply as reflected in CLEC's Interconnection Agreement.

3.1.3 Qwest will provide CLEC a quote for additional nonrecurring charges associated with the Power Reduction Procedure based upon the rates provided in Exhibit A. All quoted nonrecurring charges must be paid within thirty (30) Days from the quote. Such payment constitutes CLEC's quote acceptance and authorizes Qwest to perform the work to effect the requested power reduction.

3.1.4 Billing to CLEC for initial power value at the collocation site will be modified to reflect the reduced amount upon receipt of payment of the quoted charges and will be made effective back to the date of acceptance of the Power Reduction Application by the CPMC.

3.1.5 Recurring billing for the Power Maintenance Charge will terminate on the day CLEC energizes the feed or returns the fuse position to Qwest.

3.2 Nonrecurring Charges

3.2.1 QPF: Includes the cost of performing a feasibility study and producing the quote for fulfilling the Power Reduction request. It covers the project, order and support management associated with the administrative functions of processing the request.

3.2.2 Power Reduction Charge: Includes costs associated with reducing the fuse/breaker size. Rates are categorized in this manner based upon the work involved and power distribution point (e.g., BDFB or power board) and are set forth in Exhibit A of CLEC's Interconnection Agreement. Where additional work is needed, such as rewiring the power lead at the power source (or some cases may require relocation of the feed), rates will be calculated on an Individual Case Basis (ICB) basis. These rates will be provided to CLEC on the quote prior to work beginning.

3.2.3 Power Restoration Charge (assessed if power is restored): ICB Charge associated with restoring the power cable to the power source and is contingent upon whether the desired power and fuse position is available. Qwest will evaluate work required to perform the Power Restoration request and provide CLEC a quote utilizing standard power element charges (for example, DC power usage, labor, and cabling charges) included in Exhibit A of CLEC's Interconnection Agreement.

3.3 Recurring Charge

3.3.1 Power Maintenance Charge: Monthly recurring charge associated with option to hold the power infrastructure from a secondary feed in place for potential CLEC requests.

4.0 Ordering

4.1 CLEC should submit the "Collocation Application for New, Augment or Change" and indicate specific power feeds to be reduced (e.g., eliminate or reduce multiple feeds from 60 to zero amps or reduce main feed from 60 to 20 amps). Under the "type of request" category CLEC should indicate that this is an Augment.

EXHIBIT A

Power Feed Type	Initial Voltage Value	Work Performed	Applicable Charges
Reduce Primary or secondary feed value	Initial amount less than 60 amps Note: Must maintain 20 amp minimum primary feed.	Changing fuse value at BDFB- No cabling work required.	QPF-\$441.00 (approximate) Power reduction charge \$346.00 Total Charge: \$787.00
	Initial feed at power board and with reduction cable stays at power board.	Changing breaker at Power plant	QPF-\$441.00 (approximate) Power reduction charge \$587.00 Total Charge: \$1028.00
	Reduction of power requires a change in location from power board to BDFB.	Requires power cabling changes and detailed engineering work performed.	Walk through will detail work and elements needed to perform reduction. Quote will be provided on an ICB utilizing standard power element charges (DC power usage, cabling etc.) as defined in CLEC's Interconnection Agreement.
Secondary Feed	May be reduced to zero and held in place for future augment requests.	Power restored to Qwest inventory. Fuse position and cabling held for future use.	\$68.92 is added to above nonrecurring power reduction based on initial value of secondary feed. QPF-\$441.00 Monthly recurring charges of \$37.00 to hold fuse position.

Category	Description	Rates/Charges
Power Restoration	Qwest will evaluate work required to perform Power Restoration of the power cable to the power source contingent on whether the desired power and fuse position is available.	ICB Charge with standard power element charges (e.g., DC power usage, labor, and cabling charges) as defined in Exhibit A of CLEC's Interconnection Agreement.