

**Name Change Amendment
to the Interconnection Agreement between
Qwest Corporation and
Preferred Long Distance, Inc.
for the State of Washington**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Preferred Long Distance, Inc., a California corporation ("CLEC"). CLEC and Qwest shall be known jointly as the ("Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the State of Washington that was approved by the Washington Utilities and Transportation Commission ("Commission") on March 31, 2004 as referenced in Docket No. UT-043023, Order No. 01; and

WHEREAS, the Parties entered into an Amendment to the Agreement for Qwest DSL™ (with discount) provided with UNE-P ("First Amendment") that was executed by the Parties on May 13, 2004; and

WHEREAS, the Parties wish to amend the Agreement and the First Amendment to reflect the name change from Preferred Long Distance to Preferred Long Distance, Inc.

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:

Amendment Terms

The Parties agree to amend the Agreement and the First Amendment to reflect the name change from "Preferred Long Distance" to "Preferred Long Distance, Inc."

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. 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.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

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.

Preferred Long Distance, Inc.

Qwest Corporation

Signature

Signature

Jerry Nussbaum
Name Printed/Typed

L. T. Christensen
Name Printed/Typed

President
Title

Director – Interconnection Agreements
Title

Date

Date