

**Rate Amendment
Amendment Number 1
to the Interconnection Agreement
between
AT&T Communications of the Pacific Northwest, Inc. and
Qwest Corporation
for the State of Washington**

This Amendment ("Amendment") is made and entered into by and between AT&T Communications of the Pacific Northwest, Inc. ("CLEC") and Qwest Corporation ("Qwest"). Qwest and CLEC shall be known jointly as the "Parties."

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement (the "Agreement") that was approved by the Commission; and

WHEREAS, the Parties desire to amend the Agreement further by adding the terms, conditions and rates 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:

Amendment Terms

Pursuant to Section 2.2 of the Agreement, this Amendment is made in order to amend Exhibit A. In accordance with the Washington Utilities and Transportation Commission's Twenty-Second Supplemental Order in Docket UT-23003 (wholesale cost docket) approving and adopting a settlement agreement establishing a new deaveraged unbundled loop rate zone structure and new unbundled loop rates, effective on June 24, 2004.

Due to the complexity of re-assigning wire centers to new zones to accommodate the new zone structure, there are multiple Qwest systems that require a coordinated development effort. Under the current schedule, Qwest anticipates completing updates to CLEC's Agreement rate sheets by the end of December. CLEC should begin to see the revised rates on monthly bills by the end of January, including credits for most applicable billing elements back to the effective date. Further adjustments as a result of any applicable billing true-up will be calculated and reflected on a subsequent bill without any action required on CLEC's part. Qwest will provide CLEC with regular updates as the implementation process progresses.

Exhibit A of the Agreement is revised in the manner attached hereto and incorporated herein.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission. However, pursuant to the Commission order, the rates are effective as of June 24, 2004.

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.

AT&T Communications of the Pacific Northwest, Inc.

Qwest Corporation

Authorized Signature

Authorized Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director – Interconnection Agreements

Title

Date

Date