

**Line-Sharing Exit Amendment
to the
Interconnection Agreement
Between
Qwest Corporation
and
Sprint Communications Company L.P.
For the State of Washington**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Sprint Communications Company L.P., a Delaware Limited Partnership ("Sprint").

RECITALS

WHEREAS, the Federal Communications Commission promulgated new rules and regulations pertaining to, among other things, the availability of Line Sharing as an unbundled network elements pursuant to Section 251(c)(3) of the Telecommunications Act of 1996 (the "Act") and its Report and Order *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, released on August 21, 2003 (the "TRO"); and

WHEREAS, the TRO and the above rules and regulations, effective October 2, 2003, materially modified Qwest's obligations under the Act with respect to, among other things, the requirement to offer certain network elements on an unbundled basis; and

WHEREAS, the Parties wish to amend the Agreement to comply with the TRO in regards to Line Sharing and hereby agree to do so under 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, delete and/or modify the terms, conditions and rates for Line-Sharing, as set forth in Attachments 1 and Exhibit A, attached hereto and incorporated herein.

2. Effective Date

This Amendment shall be deemed effective upon Commission approval; however, the Parties agree to implement the provisions of this Amendment effective October 2, 2004.

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. Reservation of Rights

Nothing in this Amendment shall be deemed an admission by Qwest or Sprint concerning the interpretation or effect of the rates, terms or conditions for the subject matter contained in this Amendment or an admission by Qwest or Sprint that the rates, terms or conditions should not be changed, vacated, dismissed, stayed or modified. Nothing in this Amendment shall preclude or estop Qwest or Sprint from taking any position in any forum concerning the proper rates, terms or conditions or concerning whether the rates, terms or conditions should be changed, vacated, dismissed, stayed or modified.

5. 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.

Sprint Communications Company L.P.

Qwest Corporation

Authorized Signature

Authorized Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director-Interconnection Agreements

Title

Date

Date

ATTACHMENT 1

1.1 LINE SHARING

1.1.1 Description

Line Sharing provides Sprint with the opportunity to offer advanced data services simultaneously with an existing End User Customer's analog voice-grade (POTS) service on a single copper Loop referred to herein as "Shared Loop" or "Line Sharing," by using the frequency range above the voice band on the copper Loop. This frequency range will be referred to herein as the high frequency spectrum Network Element (HUNE). A Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous data transmission and POTS service. The POTS service must be provided to the End User Customer by Qwest.

1.1.1.1 Intentionally Left Blank.

1.1.1.2 Qwest shall not be required to provide Line Sharing as an Unbundled Network Element except as set forth below.

1.1.1.2.1 Grandfathered Line Sharing Arrangements. Any Line Sharing arrangement that had a Due Date on or before October 1, 2003 and was still in operation as of such date shall be "grandfathered" in accordance with the provisions of this subsection ("Grandfathered Line Sharing Arrangement"). For any such Grandfathered Line Sharing Arrangement, the rate in effect as of October 2, 2003 shall remain in effect unless modified by order, ruling or decision of the FCC. A Grandfathered Line Sharing Arrangement shall automatically terminate on the earlier to occur of: (i) the date on which the End User Customer served by such Grandfathered Line Sharing Arrangement cancels or otherwise discontinues its subscription to the DSL service of Sprint or its successor or assign or (ii) the date as of which such Grandfathered Line Sharing Arrangement is terminated or discontinued by order, ruling or decision of the FCC. In addition, Sprint may disconnect, or may convert to another Qwest product as is Technically Feasible, any Grandfathered Line Sharing Arrangement at any time.

1.1.1.2.2 Three Year Transition Period. Sprint was able to order Line Sharing arrangements during the period beginning on October 2, 2003 and ending on October 1, 2004 ("New Line Sharing Arrangement"). Sprint will not order any Line Sharing Arrangement after October 1, 2004. Any New Line Sharing Arrangement shall automatically terminate if, at any time after October 1, 2004, the End User Customer served by such New Line Sharing Arrangement cancels or otherwise discontinues its subscription to the DSL service of Sprint or its successor or assign. The nonrecurring charge for the installation of Line Sharing arrangements shall apply to any New Line Sharing arrangements. The monthly recurring charge for any New Line Sharing Arrangement shall apply as set forth below.

(a) During the period beginning on October 2, 2003 and

ending on October 1, 2004, the monthly recurring charge for any such New Line Sharing Arrangement in all zones shall remain the same as the rate in effect as of October 2, 2003.

(b) During the period beginning on October 2, 2004 and ending on October 1, 2005, the monthly recurring charge for any such New Line Sharing Arrangement in all zones shall be fifty (50) percent of the monthly recurring charge for access to a stand-alone unbundled copper Loop for zone 1 that is in effect as of October 2, 2003, as provided in Exhibit A.

(c) During the period beginning on October 2, 2005 and ending on October 1, 2006, the monthly recurring charge for any such New Line Sharing Arrangement in all zones shall be seventy-five (75) percent of the monthly recurring charge for access to a stand-alone unbundled copper Loop for zone 1 that is in effect as of October 2, 2003, as provided in Exhibit A.

(d) Completion of Transition. New Line Sharing Arrangements will no longer be available as of October 2, 2006. No later than October 2, 2006, Sprint must convert all New Line Sharing arrangements to a Line Splitting arrangement, to a stand-alone Unbundled Loop, or to such other arrangement as Sprint may have negotiated with Qwest to replace such New Line Sharing arrangement.

1.1.1.2.3 Discontinuation of Voice Service. Notwithstanding anything herein to the contrary, if an End User Customer disconnects voice service provided by Qwest, the Line Sharing arrangement shall terminate. Sprint may arrange to provide DSL service to the End User Customer through purchase of an Unbundled Loop.

1.1.1.2.4 Successors and Assigns. Line Sharing arrangements may be transferred or assigned by Sprint to another Carrier as set forth below.

1.1.1.2.4.1 Grandfathered Line Sharing Arrangements. Any Grandfathered Line Sharing Arrangement shall be transferable or assignable by Sprint to another Carrier if the DSL service to Sprint's End User Customer is not canceled or discontinued in connection with such transfer or assignment. In such event, the monthly recurring rate in effect as of October 2, 2003 shall remain in effect with respect to such Grandfathered Line Sharing Arrangement until it is terminated or modified in accordance with the provisions of Section 1.1.1.2.1. Carrier will be billed the Transfer of Responsibility nonrecurring charge as provided in Exhibit A to transfer or assign Grandfathered Line Sharing Arrangements. Notwithstanding the foregoing, in the event the proposed transfer or assignment of any Grandfathered Line Sharing Arrangement involves: (i) cancellation or discontinuation of the DSL service to Sprint's End User Customer or (ii) re-termination of the End User Customer's DSL service, then such Line Sharing arrangement shall no longer be available.