

**Bill and Keep Amendment
to the
Interconnection Agreement
between
Qwest Corporation
and
McLeodUSA Telecommunications Services, Inc.
for the State of Washington**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and McLeodUSA Telecommunications Services, Inc. ("CLEC").

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 August 30, 2000 ("Agreement"); and

WHEREAS, the Parties entered into an Amendment No. 1 that was approved by the Commission on December 13, 2000 in which the Parties agreed not to bill each other for any rate element necessary for transporting or terminating local and Internet-related calls which originate and terminate in the same local calling area; and

WHEREAS, the bill and keep provisions of Amendment No. 1, as described above, terminated on December 31, 2002;

WHEREAS, the Parties have continued to treat reciprocal compensation as bill and keep on a month-to-month basis since December 31, 2002; and

WHEREAS, the Parties wish to amend the Agreement by extending the terms and conditions contained in Amendment No. 1.

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

Section 7.3.4.1.3.1, which was added to Section 7.3.4, Exchange Service (EAS/Local) Traffic, of the Agreement via Amendment No. 1, is hereby replaced in its entirety with the following:

7.3.4.1.3.1 Other provisions of this Agreement to the contrary notwithstanding, and based upon the fact that the voice traffic exchanged between the Parties historically has been roughly balanced, neither Party shall charge the other for any rate element necessary for transporting or terminating local and ISP-bound traffic that originates

and terminates in the same local calling area. This provision shall continue on a month-to-month basis so long as the Parties continue to operate under this Agreement.

2. Effective Date

This Amendment shall be deemed effective upon Commission approval. 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. 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.

McLeodUSA Telecommunications Services, Inc.

Qwest Corporation

Authorized Signature

Authorized Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed
Director – Business Policy

Title

Title

Date

Date