

**Rate Amendment to the
Unbundled Network Elements Combinations (UNE Combinations) Amendment
to the Interconnection Agreement
between
Qwest Corporation and
New Access Communications LLC
for the
State of North Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation (fka U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and New Access Communications LLC ("CLEC"), a Minnesota corporation.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of North Dakota, that was approved by the North Dakota Public Service Commission on August 8, 2001, as referenced in CASE NO. PU 2445 01 303 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement further 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:

Amendment Terms

Exhibit A of the Agreement is hereby amended to incorporate additional UNE-P rate elements, as set forth in the attached Exhibit A, incorporated herein by this reference.

Rates in Exhibit A shall be updated to reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. Rates in Exhibit A that are "Under Development" shall be updated upon establishment of a rate.

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. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

Amendments; Waivers

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.

New Access Communications LLC

Gregory L. Wilmes
Authorized Signature

Gregory L. Wilmes
Name Printed/Typed

CSO
Title

7-6-04
Date

Qwest Corporation

L. T. Christensen
Authorized Signature

L. T. Christensen
Name Printed/Typed

Director - Interconnection Agreements
Title

7/16/04
Date