

**Out of Hours Project Coordinated Installations Amendment
to the Interconnection Agreement between
Qwest Corporation and
XO Communications Services, Inc. (f.k.a. XO Network Services, Inc.)
for the State of North Dakota**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and XO Communications Services, Inc. (f.k.a. XO Network Services, Inc.) ("CLEC"). CLEC and Qwest shall be known jointly as the ("Parties").

RECITALS

WHEREAS, CLEC and Qwest entered into a Statement of Generally Available Terms and Conditions (SGAT) for Interconnection, Unbundled Network Elements, Ancillary Services, and Resale of Telecommunications Services (the "Agreement") for service in the state of North Dakota which became effective on December 31, 2003; 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

The Agreement is hereby amended by adding terms, conditions and rates for Out of Hours Project Coordinated Installations as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Rates in Exhibit A shall be updated to reflect legally binding decisions of the North Dakota Public Service Commission ("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.

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. 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. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

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.

XO Communications Services, Inc.


Signature

Heather B. Gold
Name Printed/Typed **SVP-Government Relations**
XO Communications, Inc.

Title

5/11/06
Date

Qwest Corporation


Signature

L. T. Christensen
Name Printed/Typed

Director – Interconnection Agreements
Title

5/16/06
Date

ATTACHMENT 1
OUT OF HOURS PROJECT COORDINATED INSTALLATIONS

Section 1. Ordering

1.1 Out of Hours Project Coordinated Installations: CLEC may request project coordinated installations outside of Qwest's standard installation hours. This permits CLEC to obtain a coordinated installation for Enhanced Extended Loop (EEL) or Loop Mux Combination (LMC) Loops where CLEC requests work to be performed outside of Qwest's standard installation hours. For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, excluding holidays. Installations commencing outside of these hours are considered to be out of hours project coordinated installations.

1.1.1 The date and time for the out of hours project coordinated installation requires up-front planning and shall be negotiated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as volumes, system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention) must be reviewed.

1.1.2 To request out of hours project coordinated installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an out of hours project coordinated Installation in the "remarks" section of the LSR.

Section 2. Rate Elements

2.1 Out of Hours Project Coordinated Installations. For coordinated project installations scheduled to commence out of hours, or rescheduled by CLEC to commence out of hours, in addition to standard nonrecurring charges set forth in Exhibit A of the Agreement, CLEC will incur additional nonrecurring charges for the out of hours coordinated installation set forth under Miscellaneous Charges in Exhibit A to this Amendment.

