

**Amendment No. 3
to the Interconnection Agreement between
Qwest Corporation and
Sprint Communications
for the States of Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, Oregon,
South Dakota, Utah and Wyoming**

This is Amendment No. 3 ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Sprint Communications Company ("Sprint"), a Delaware Limited Partnership. Sprint and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, Sprint and Qwest entered into an Interconnection Agreement for service in the states of Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah and Wyoming that was executed by Sprint on July 8, 1997 and U S WEST Communications, Inc. on July 17, 1997 (the "Interconnection 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

The Agreement is hereby amended by adding terms and conditions for Complex Firm Order Confirmation ("FOC"), as set forth in Attachment 1, to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the appropriate state Commissions; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, Sprint must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. Sprint will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written

instrument executed by an authorized representative of both Parties.

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

Qwest Corporation

Signature

Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date

ATTACHMENT 1**Complex Firm Order Confirmation**

Qwest will provide confirmation, via a Complex Firm Order Confirmation ("FOC") that Sprint's LSR has been received and successfully processed. The FOC will confirm the schedule of dates assigned by Qwest for the provisioning of service requested. The Complex FOC will be issued no later than seventy-two (72) hours after receipt of a complete and accurate LSR for the requested non-loaded, xDSL-I, ISDN, ADSL and DS1 unbundled Loops. If the results of the verification process show the loop to be fully functional, Qwest will provide the FOC to Sprint upon such verification. If a facility issue is identified, the standard held order process will be initiated, or a new installation interval will be provided, based on the type of work needed to provision the service; e.g., conditioning.