

C-3511



April 5, 2005

XO Communications Services, Inc.
11111 Sunset Hills Road
Reston, VA 20190

Re: CLEC Consolidation – Interim Period Agreement

Dear: Gegi Leeger

As you know, Qwest and XO Communications Services, Inc. ("Surviving Entity") and the former XO and Allegiance companies identified on Attachment A ("Merging Entities") (Surviving Entity and Merging Entities are referred collectively hereafter as "CLEC") have been working together to address certain contract, code and systems issues raised by CLEC's reorganization and/or consolidation activities. Since all system and ordering issues have yet to be resolved, Qwest and CLEC agree the following interim process and procedures to ensure minimal disruption in operations, including existing contracting, ordering, provisioning and billing operations, until such time as a final resolution can be reached ("Interim Period").

1. Within fifteen (15) days after the date of this letter, CLEC will provide a matrix listing each legal entity involved in its reorganization/consolidation project and the following information: (1) the date when each Merging Entity will be, or has been, merged or consolidated with the Surviving Entity, (2) documentation from the Secretary of State and/or State public service commission (PUC) office for each state in which it is doing business showing merger or consolidation notice and/or approval, (3) the date the Merging Entity will be, or has been, legally dissolved and/or withdrawn it's CLEC certification, (4) documentation from the Secretary of State and/or PUC office showing Merging Entity dissolution and/or CLEC withdrawal, (5) documentation from the Secretary of State and/or PUC office showing any legal entity name changes, (6) a list of the each of each Merging Entity and Surviving Entity and the historic codes respectively applicable to the same, and (7) documentation from Telcordia or other applicable entity showing official assignment of codes from each Merging Entity to the Surviving Entity. Qwest acknowledges that as of the date of this letter, CLEC has provided documentation sufficient to satisfy the requirements set forth in this paragraph 1.
2. CLEC agrees that one interconnection agreement per state as identified on Exhibit B as Surviving Interconnection Agreements will apply to the Surviving Entity and all Merging Entities as of the date of this Agreement. CLEC also agrees that it will work cooperatively with Qwest to terminate all other interconnection agreements previously used by the Merging and/or Surviving Entities as identified on Exhibit B as Terminated Interconnection Agreements.
3. CLEC and Qwest agree that any required amendments shall be made to the single interconnection agreement per state referenced in paragraph 2 above and shall be effective and applicable to the Surviving Entity and all Merging Entities upon execution by Qwest and surviving entity.

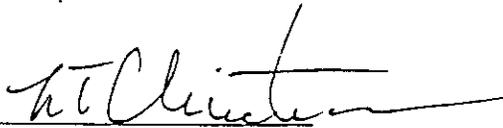
4. Notwithstanding 2 and 3 above, based on existing processes and system designs, Qwest and CLEC agree to process and bill CLEC's orders in the following manner during the Interim Period.
 - A. Except for a name change, CLEC shall continue to separately place all orders for assets formerly owned by each Merging Entity in the same manner as prior to CLEC's consolidation or reorganization. For example, Surviving Entity shall place orders relating to assets (e.g. circuits and collocations) formerly owned by XO Arizona, Inc. under the name XO Communications Services, Inc. f/k/a XO Arizona, Inc. but shall utilize the codes formerly assigned to XO Arizona, Inc. CLEC agrees that all orders related to former XO entity assets shall continue to utilize the TQW ACNA and all orders related to former Allegiance entity assets shall utilize the AFY ACNA. CLEC further agrees that it shall be solely responsible to ensure that the correct codes as stated above are utilized when placing orders for assets formerly owned by the Merging Entities and for any delays or errors caused by CLEC's failure to comply with this process.
 - B. Qwest shall continue processing CLEC's orders using the separate Merging Entity codes as described in A above and continue to issue separate bills to each Merging Entity address in the same manner as prior to CLEC's consolidation or reorganization. CLEC agrees that the Surviving Entity is the only legal entity for purposes of contractual, billing and all other matters in connection with the services being ordered, provided and billed, regardless of the Merging Entity codes being utilized.
 - C. The procedures set forth in A and B above are applicable to orders relating to existing assets only. CLEC agrees that for new orders, i.e. orders not related to assets formerly owned by Merging Entity assets, CLEC shall use the ACNAs AFY or TQW and related BANS, representing the location and equipment where the service is being provisioned. When placing orders to establish a new collocation site, CLEC shall use one of the above ACNAs for that site and for all subsequent service and circuit orders related to such site.
 - D. To the extent that CLEC requires a billing address change, CLEC shall submit an updated questionnaire consistent with Qwest's existing policies and procedures.
5. For purposes of any performance measures, reporting or penalties, including but not limited to PID/PAP, Qwest and CLEC agree that Qwest may, at its option, treat all entities that CLEC identifies in 1 above as a single company during the Interim Period.
6. This Interim Agreement shall become effective upon execution by both parties and remain in effect until terminated by either party upon 30 day's prior written notice or until such time as a regulatory or other authoritative body with competent jurisdiction orders otherwise.
7. This Interim Agreement is intended to operate in place of any existing provisions of CLEC's interconnection agreement with Qwest only to the extent necessary to facilitate utilization of codes formerly assigned to the Merging Entities during the Interim Period. All other terms of the interconnection agreement shall remain in full force and effect during and after the term of this Interim Agreement.
8. This Interim Agreement may be subject to approval by the applicable state public service commissions ("Commission"), and either party or both parties may submit this Interim Agreement to the applicable Commission for approval. Notwithstanding, the Parties shall operate under this Interim Agreement immediately upon execution, without waiting for Commission approval.

CLEC and Qwest shall continue to work cooperatively in good faith to reach expeditious resolution on the pending CLEC consolidation request to the extent consistent with applicable laws, rules, regulations, contractual obligations and industry guidelines and practices. Either party may petition the appropriate Commission or any other authoritative body with competent jurisdiction to resolve the request and each party is free to advocate any network, systems, financial or other argument to support its position, but neither party shall use the contents of this Interim Agreement as evidence to determine the appropriate final arrangements between the parties. By entering into this Interim Agreement, Qwest does not waive and specifically reserves its rights to require CLEC to undergo a Transfer of Responsibility process and seek appropriate compensation therefore to the extent CLEC requests a consolidation of all of its assets under a single code.

The parties intending to be legally bound have executed this Interim Agreement 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.

Qwest Corporation

XO Communications Services, Inc.

By: 

By: 

Date: 4/14/05

Date: April 5, 2005



April 5, 2005

Exhibit A

Merging Entities (former XO Communications and Allegiance Telecom Entities)

XO Arizona, Inc.
XO Idaho, Inc.
XO Network Services, Inc (Iowa)
XO Minnesota LLC
XO Network Services, Inc (Montana)
XO Network Services, Inc (Nebraska)
XO New Mexico, Inc.
XO Network Services, Inc (North Dakota)
XO Oregon, Inc.
XO Network Services, Inc (South Dakota)
XO Utah, Inc.
XO Washington, Inc.
XO Network Services, Inc (Wyoming)

Allegiance Telecom of Arizona, Inc.
Allegiance Telecom of Minnesota, Inc.
Allegiance Telecom of Oregon, Inc.
Allegiance Telecom of Washington, Inc.

Surviving Entity

XO Communications Services, Inc.

¹ The parties agree to file an amendment changing the name to XO Communications Services, Inc.



April 5, 2005

Exhibit B

State Surviving Interconnection Agreement

Arizona	XO Arizona, Inc. ¹
Idaho	XO Idaho, Inc.
Iowa	XO Network Services, Inc
Minnesota	XO Minnesota LLC
Montana	XO Network Services, Inc
Nebraska	XO Network Services, Inc
New Mexico	XO New Mexico, Inc.
North Dakota	XO Network Services, Inc
Oregon	XO Oregon, Inc.
South Dakota	XO Network Services, Inc
Utah	XO Utah, Inc.
Washington	XO Washington, Inc.
Wyoming	XO Network Services, Inc

State Terminated Interconnection Agreement

Arizona	Allegiance Telecom of Arizona, Inc.
Minnesota	Allegiance Telecom of Minnesota, Inc.
Oregon	Allegiance Telecom of Oregon, Inc.
Washington	Allegiance Telecom of Washington, Inc.

¹ The parties agree to file an amendment changing the name to XO Communications Services, Inc.