

**Omaha Forbearance Order
Amendment Number 3
to the Interconnection Agreement between
Qwest Corporation and
SBC Long Distance, Inc. fka Southwestern Bell Communications, Services
Nebraska**

This is an Amendment (“Amendment”) to incorporate the determinations of the FCC Omaha Forbearance Order into the Interconnection Agreement between Qwest Corporation (“Qwest”), a Colorado corporation, and SBC Long Distance, Inc. fka Southwestern Bell Communications, Services (“CLEC”). CLEC and Qwest shall be known jointly as the “Parties”.

RECITALS.

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement (such Interconnection Agreement, as amended to date, being referred to herein as the “Agreement”) for services in the state of Nebraska which was approved by the Nebraska Commission (“Commission”) ; and

WHEREAS, the Federal Communications Commission (“FCC”) made certain determinations pertaining to, among other things, the availability of unbundled network elements (“UNEs”) in the Omaha MSA pursuant to Section 251(c)(3) of the Telecommunications Act of 1996 (the “Act”) in its *Memorandum Opinion and Order on the Petition of Qwest Corporation for Forbearance Pursuant to 47 U.S.C. § 160(c) in the Omaha Metropolitan Statistical Area*, FCC 05-170, WC Docket No. 04-223, (effective September 16, 2005) (“OFO”); and

WHEREAS, the OFO, materially modifies Qwest’s obligations under the Act with respect to, among other things, Qwest’s requirement to offer unbundled access to loops and dedicated transport network elements pursuant to Section 251(c)(3) of the Act in certain wire centers in Omaha, Nebraska; and

WHEREAS, the Parties wish to amend the Agreement to comply with the OFO and hereby agree to do so 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:

I. Amendment Terms.

To the extent applicable, the Agreement is hereby amended by changing or adding terms and conditions for certain UNEs as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

II. Limitations.

Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the OFO, nor rules, regulations, interpretations, and appeals thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of OFO or concerning whether the OFO should be changed, vacated, dismissed, stayed or modified.

III. Conflicts.

In the event of a conflict between this Amendment and the terms and conditions of the Agreement, this Amendment shall control, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement shall not be interpreted as, or deemed a grounds for finding, a conflict for purposes of this Section III.

IV. Scope.

This Amendment shall amend, modify and revise the Agreement only to the extent the UNEs listed in Attachment 1 are included in the Agreement and, except to the extent set forth in Section I of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the execution date.

V. Effective Date.

This Amendment shall be deemed effective upon approval by the Commission, except where Attachment 1 to this Amendment specifies a different effective date. The Parties agree to implement the provisions of this Amendment upon execution ("execution date").

VI. Further Amendments.

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.

VII. 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.

**SBC Long Distance, Inc. fka Southwestern
Bell Communications, Services**

Qwest Corporation

Signature

Signature

Name Printed/Typed

L.T. Christensen

Name Printed/Typed

Title

Director- Interconnection Agreements

Title

Date

Date

1.0 Unbundled Network Element (UNE) Forbearance

1.1 Pursuant to the Omaha Forbearance Order (OFO), Qwest is no longer required to, and will not provide unbundled access to loops and transport pursuant to section 251(c)(3) of the Telecommunications Act of 1996 in the nine Wire Centers located in Omaha, Nebraska as set forth in Section 1.2 below. The following UNEs are impacted: DS0 loops including FTTH-FTTC, DS1 and DS3 loops, including Sub-loops and Network Interface Devices, and dedicated transport network elements, including dark fiber.

1.2 As of the Execution Date of this Amendment CLEC shall not order, and Qwest will not provide, access to UNEs identified in Section 1.1 pursuant to Section 251(c)(3) of the Act in the following Wire Centers: Omaha Douglas, Omaha Iazard Street, Omaha 90th Street, Omaha Fort Street, Omaha Fowler Street, Omaha O Street, Omaha 78th Street, Omaha 135th Street, and Omaha 156th Street (“Forbearance Wire Centers”). Qwest shall provide unbundled DS1 transport if a Wire Center at either end of a requested Route is not a Tier 1 or Forbearance Wire Center, or if neither Wire Center is a Tier 1 or Forbearance Wire Center. Qwest shall provide unbundled DS3 dedicated transport or dark fiber transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center that is not a Forbearance Wire Center. Tier 1, 2 and 3 Wire Centers are defined in 47 CFR Section 51.319(e)(3) and Route is defined in 47 CFR Section 51.319(e).

1.3 Conversion

1.3.1 Conversion period for embedded base of DS0, DS1 and DS3 Unbundled Loops. CLEC will convert its DS0, DS1, and DS3 Unbundled Loops (embedded customer base) where the loop is provided in the Forbearance Wire Centers, to an alternative arrangement within ninety (90) calendar days after the execution date of this Amendment. CLEC will pay all applicable nonrecurring charges associated with each conversion.

1.3.2 Conversion period for DS0, DS1 and DS3 UDITs. CLEC will convert to an alternative arrangement any UDIT facilities, where those facilities are not in compliance with Section 1.2, within ninety (90) calendar days after the execution date of this Amendment. CLEC will pay all applicable nonrecurring charges associated with each conversion.

1.3.3 Conversion period for Enhanced Extended Loop (EEL) -- The terms and conditions of Section 1.3.1 and 1.3.2 shall apply.

1.3.4 Conversion period for unbundled dark fiber (UDF). CLEC will convert its UDF, where the UDF is not in compliance with Section 1.2, to an alternate arrangement within one hundred eighty (180) calendar days after the execution date of this Amendment. CLEC will pay all applicable nonrecurring charges associated with any alternative arrangement. Qwest account representatives will work with CLEC on a plan to identify impacted UDF and to convert any existing UDF facilities to other alternative Qwest products or services, if CLEC so desires.

1.4 Failure to Convert

1.4.1 DS0 Unbundled Loop If CLEC does not convert any or all of its impacted DS0 Unbundled Loops within the prescribed conversion period, all remaining DS0 Unbundled Loops will be billed at a just, reasonable and nondiscriminatory rate equal to the rate of the Commercial DS0 Loop Facility. The billing will be based on the number of working circuits on the last working day of each month and the rate difference will appear as a separate element on the CLEC bill at the summary level.

1.4.2 DS1 and DS3 Unbundled Loop and UDIT If CLEC does not convert any or all of its impacted DS1 and DS3 loop and/or transport circuits within the prescribed conversion period, Qwest will convert the impacted facilities to month to month service arrangements in Qwest's Special Access Tariff.

1.4.3 Dark fiber If CLEC does not convert any or all non-compliant dark fiber to alternative service arrangements within the prescribed conversion period, Qwest will, or maintains the right to, begin the disconnection process of non-compliant CLEC dark fiber.

1.5 Effective Bill Date - Regardless of the effective date of this Amendment, the effective billing date for rate changes associated with the embedded base of forborne UNEs described in this Amendment is March 17, 2006, the effective date as ordered by the FCC in the Omaha Forbearance Order.