Triennial Review Order and Triennial Review Remand Order
("TRO/TRRO") Amendment
to the Interconnection Agreement between
Qwest Corporation and
McLeodUSA Telecommunications Services, Inc.
for the State of
Nebraska

This is an Amendment ("Amendment") to incorporate certain terms of the Triennial Review Order ("TRO") and the Triennial Review Remand Order ("TRRO") into the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and McLeodUSA Telecommunications Services, Inc. ("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") promulgated new rules and regulations pertaining to, among other things, the availability of unbundled network elements ("UNEs") pursuant to Section 251(c)(3) of the Telecommunications Act of 1996 (the "Act") in its Report and Order_*In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, Report and Order and Order on Remand, FCC 03-36 (effective October 2, 2003) ("Triennial Review Order" or "TRO"); and

WHEREAS, on February 4, 2005, the FCC released the *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Doc.04-313, CC Doc. 01-338, Order on Remand, FCC 04-290 ("Triennial Review Remand Order" or "TRRO") (effective March 11, 2005), which further modified the rules governing Qwest's obligation to make certain UNEs available under Section 251(c)(3) of the Act; and

WHEREAS, the TRO and TRRO Decision, individually and together ("Decisions") materially modify Qwest's obligations under the Act with respect to, among other things, Qwest's requirement to offer certain UNEs; and

WHEREAS, the Parties wish to amend the Agreement to comply with the Decisions 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 deleting certain UNEs or by changing or adding terms and conditions for certain UNEs as set forth in Attachment 1 and Exhibit A 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 Decisions, 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 Decisions or concerning whether the Decisions 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 and Section II 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 the change of law provision in CLEC's Interconnection Agreement 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.

McLeodUSA Telecommunications Services , Inc.	**Qwest Corporation**
Signature	Signature
Sean Pflaging Name Printed/Typed	L.T. Christensen Name Printed/Typed
Sr. VP Network Services Title	Director- Interconnection Agreements Title
Date	Date

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1.0 Definitions

"Commingling" means the connecting, attaching, or otherwise linking of an Unbundled Network Element, or a Combination of Unbundled Network Elements, to one or more facilities or services that a requesting Telecommunications Carrier has obtained at wholesale from Qwest, or the combination of an Unbundled Network Element, or a Combination of Unbundled Network Elements, with one or more such facilities or services.

"Commingle" means the act of Commingling.

“Commission-Approved Wire Center List” means a list approved by the Commission in a Wire Center Docket(s) that identifies DS1 and DS3 Unbundled Loop facilities that are non-impaired and, regarding DS1, DS3, and Dark Fiber unbundled transport facilities, identifies non-impairment designations based on Wire Center Tier Designation(s).

“Dark Fiber” is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications services.

"Dedicated Transport" is Qwest transmission facilities between wire centers or switches owned by Qwest, or between wire centers or switches owned by Qwest and switches owned by requesting telecommunications carriers, including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.

“Interexchange Service” means telecommunications service between stations in different exchange areas. *Cf.* Modification of Final Judgment, § IV(K), *reprinted in United States v. Am. Tel. & Tel. Co.*, 552 F. Supp. 131, 229 (D.D.C. 1982) (defining “interexchange telecommunications” as “telecommunications between a point or points located in one exchange telecommunications area and a point or points located in one or more other exchange areas or a point outside an exchange area”).

“Mobile Wireless Service” means all mobile wireless telecommunications services, including commercial mobile radio service (CMRS). CMRS includes paging, air-ground radio, telephone service and offshore radiotelephone services, as well as mobile telephony services, such as the vice offerings of carriers using cellular radiotelephone, broadband PCS and SMR licenses.

“Non-Impaired Facilities” are those network elements identified in an applicable FCC order as no longer available as unbundled network elements (“UNEs”) under 47 U.S.C. § 251(c)(3) as reflected in this Agreement based on non-impairment or tier designations and that (a) have been reviewed and approved by the Commission using the process and methodology ordered in a Wire Center Docket or, (b) are non-impaired for high capacity transport based on tier designations in the following wire center: Omaha 84th St – Tier 2.

“Non-Impaired Wire Center” is a Wire Center that the Commission finds meets the loop thresholds identified in CFR 47 §51.319(a)(4)(i) for DS1 Loops, or the loop thresholds identified in CFR 47 §51.319(a)(5)(i) for DS3 Loops, or the Tier 1 or Tier 2 Wire Centers designations as defined in §51.319(e)(3) and that is identified (a) on a Commission-Approved Wire Center List or (b) in the definition of Non-Impaired Facilities in this Amendment as being non-impaired for a particular UNE or having a Tier 1 or 2 Wire Center designation.

"Route" is a transmission path between one of Qwest's Wire Centers or switches and another of Qwest's Wire Centers or switches. A Route between two (2) points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") may pass through one (1) or more intermediate Wire Centers or switches (e.g., Wire Center or switch "X"). Transmission paths between identical end points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate Wire Centers or switches, if any.

"Wire Center Docket" means a Commission docket in which Qwest files a request(s) to place Non-Impaired Wire Center(s) on a Commission-Approved Wire Center List and the Commission approves addition of wire center(s) to the list.

2.0 Unbundled Network Elements (UNE) General

2.1 CLEC's Interconnection Agreement may include terms and conditions for certain Network Elements that Qwest is no longer required to offer on an unbundled basis pursuant to Section 251(c)(3) of the Act. The FCC determined in Triennial Review Order and Triennial Review Remand Order, that certain Unbundled Network Elements no longer satisfy the FCC's impairment test, and as a result, Qwest is no longer obligated to offer to CLEC those Network Elements on an unbundled basis pursuant to Section 251(c)(3) of the Act. The FCC also modified certain Terms and Conditions for other Unbundled Network Elements and imposed certain obligations on Qwest.

2.2 As of the execution date of this Amendment, CLEC shall not order, and Qwest will not provide, the following Network Elements on an unbundled basis pursuant to Section 251(c)(3) of the Act:

2.2.1 Unbundled Loops

a) Certain DS1 Loops subject to the requirements of Sections 2.8 and 3.0 following;

b) Certain DS3 Loops subject to the requirements of Sections 2.8 and 3.0 following;

c) OCn Loops;

d) FTTH & FTTC Loops subject to the requirements of Section 3.1.6 following;

e) Dark Fiber Loops subject to the requirements of Section 3.1.5 following;

f) Hybrid Loops (non-copper distribution Loops) except as identified in Section 3.1.7 following;

g) Line Sharing, except as grandfathered as provided in the TRO and 47 C.F.R. 51.319(a)(1)(i); and

h) The feeder portion of a loop as a stand alone UNE (Sub-Loop)

2.2.2 Transport

a) Entrance Facilities, as defined in 47 C.F.R. 51.319(e)(2)(i); E-UDIT (Extended Unbundled Dedicated Interoffice Transport)

b) E-UDF (Extended Unbundled Dark Fiber); Transport from a CLEC's Premises to a Qwest Wire Center;

c) OCn Unbundled Dedicated Transport (UDIT); including Remote Node/Remote Port and SONET add/drop multiplexing associated with OCn UDIT;

d) UDIT and UDF as a part of a Meet Point arrangement;

e) Certain DS1 Unbundled Dedicated Interoffice Transport (UDIT) subject to the requirements of Sections 2.8 and 4.0 following;

f) Certain DS3 Unbundled Dedicated Interoffice Transport (UDIT) subject to the requirements of Sections 2.8 and 4.0 following;

g) Certain Unbundled Dark Fiber Interoffice Facility (UDF-IOF) Transport subject to the requirements of Sections 2.8 and 4.1.7 following;

2.2.3 Unbundled Switching

a) Packet Switching

b) Tandem Switching, unless Qwest is required by FCC Rule 51.319(d) to provide such switching.

c) Mass Market Switching, including UNE-P and related services as identified in Section 2.2.3.1

d) Enterprise Local Switching, including UNE-P and related services as identified in Section 2.2.3.1

e) Signaling Networks (stand alone), as defined by FCC Rule 51.319(d)(4)(i)(A).

2.2.3.1 Related services

a) Customized Routing
b) Signaling
c) AIN Database Services
d) Line Information Database (LIDB)
e) 8XX Database Services
f) InterNetwork Calling Name (ICNAM)
g) Local Number Portability (LNP) Database
h) Shared Transport

2.2.4 Transition

2.2.4.1 Transition plans for certain embedded Network Elements identified in the above lists are identified in the following sections.

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2.4 Intentionally Left Blank.

2.4.A CLEC will not order a high capacity transport UNE if it is a Non-Impaired Facility because of its tier designation specified in the definition of Non-Impaired Facilities in this Amendment. Whether additional high capacity loops or high capacity transport UNEs are unavailable, and the date upon which they become unavailable, based on Non-Impairment Wire Center designations will be determined by the Commission in a Wire Center Docket. The Parties agree to propose to the Commission in a Wire Center Docket to use the methodology and procedures for determining Non-Impaired Facilities and Wire Center tier designations the methodology and procedures in Sections V and VI of the Multi-State Settlement Agreement Regarding Wire Center Designations and Related Issues between the Parties. The Parties will follow any procedures established by the Commission in a Wire Center Docket with respect to exchange of data and Confidential Information and updating the Commission-Approved Wire Center List. For purposes of clarity, the Non-Impaired Facilities and Tier 1 and 2 Wire Center designations specified in the definition of Non-Impaired Facilities in this Amendment will not need to be reviewed or approved in a Wire Center Docket. Regarding ordering after any additions to a Commission-Approved Wire Center List, see Section 2.4.F of this Amendment.

2.4.B Upon receiving a request for access to a high capacity loop or high capacity transport UNE, Qwest must immediately process the request. Qwest shall not prevent order submission and/or order processing (such as via a system edit, or by requiring affirmation of the self-certification letter information through remarks in the service request, or through other means) for any such facility, unless the Parties agree otherwise in an amendment to the Agreement. Regarding ordering with respect to Qwest's Non-Impaired Wire Center list in effect on the execution date of this Amendment, see Section 2.4.A, and regarding ordering after any additions are made to a Commission-Approved Wire Center List, see Section 2.4.F. For changes of law, the Parties agree that the change of law provisions contained in the Agreement will apply.

2.4.C Intentionally Left Blank.

2.4.D For high capacity loops and high capacity transport UNEs, Qwest will through July 31, 2010, assess an effective net non-recurring charge of $25 for each facility converted from a UNE to an alternative service arrangement. Qwest may assess a non-recurring conversion charge in excess of $25 so long as Qwest provides a clearly identified lump sum credit within three (3) billing cycles that results in an effective net non-recurring charge of $25. No additional non-recurring charges apply, other than OSS non-recurring charges if applicable. Qwest shall not impose any recurring or nonrecurring OSS charges unless and until the Commission authorizes Qwest to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.

2.4.D.1 The Parties may disagree as to the amount of the applicable non-recurring charge after July 31, 2010, and each Party reserves all of its rights with respect to the amount of charges after that date. Nothing in this Amendment precludes a Party from addressing charges after July 31, 2010. A different non-recurring charge will apply, however, only to the extent authorized by an applicable regulatory authority, or agreed upon by the Parties and reflected in an amendment to the Agreement.

2.4.E Intentionally Left Blank.

2.4.F Additional Non-Impaired Wire Centers. When Qwest files a request(s) to add additional Wire Center(s) to a Commission-Approved Wire Center List, Qwest will follow the procedures for making such requests approved by the Commission in the Wire Center Docket. If the Commission adds the Wire Center(s) to the Commission-Approved Wire Center List, fifteen (15) Days after Commission-approval of addition(s) to that list, CLEC will no longer order impacted High Capacity Loops, high capacity transport UNEs, or Dark Fiber Loop and Dark Fiber Dedicated Transport UNEs in (for loops) or between (for transport) those additional Wire Centers. Qwest and CLEC will work together to identify those circuits impacted by such change.

2.4.F.1 Length of Transition Period for Additional Non-Impairment Designations.

2.4.F.1.1 When the Commission approves additional DS1 and DS3 loop or high capacity transport UNE non-impairment designations as described in Section 2.4.F, CLEC will have ninety (90) days from the effective date of the order in which the Commission approves the addition to the Commission-Approved Wire Center List to transition the applicable Non-Impaired Facilities to an alternative service.

2.4.F.1.2 When the Commission approves additional Dark Fiber transport non-impairment Designations as described in Section 2.4.F, CLEC will have one-hundred and eighty (180) days from the effective date of the order in which the Commission approves the addition to the Commission-Approved Wire Center List to transition to an alternative arrangement. Qwest and CLEC will work together to identify those circuits impacted by such a change.

2.4.F.2 Rate During Transition Period for Additional Non-Impairment Designations.

2.4.F.2.1 For a ninety (90) day period beginning on the effective date on which the Commission approves an addition to the Commission-Approved Wire Center List, any DS1 Loop UNEs, DS3 Loop UNEs, DS1 Dedicated Transport UNEs, and DS3 Dedicated Transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest at a rate equal to 115% of the UNE rates applicable as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.

2.4.F.2.2 For a one-hundred and eighty (180) day period beginning on the effective date on which the Commission approves an addition to the Commission-Approved Wire Center List, any Dark Fiber Dedicated Transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be

available for lease from Qwest at a rate equal to 115% of the UNE rates applicable as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.

2.4.F.2.3 The 115% rate described in Sections 2.4.F.2.1 and 2.4.F.2.2 will be applied to CLEC bills on the following bill cycle, and may be applied as a manual adjustment. Any manual bill adjustment for the time period for which the facilities were in place will be applied to each account based on the Billing Telephone Number (BTN) and/or Circuit (CKT) identification number per Billing Account Number (BAN) with an effective bill date as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.

2.4.F.2.4 The non-recurring conversion charge is addressed in Section 2.4.D of this Amendment.

2.4.F.3 Data. Qwest will file supporting data with the Commission when filing a request to obtain additional non-impaired designations added to the Commission-Approved Wire Center List. Qwest will also provide a copy of the supporting data pursuant to the terms of the applicable protective agreement/order to CLEC if CLEC has signed the applicable protective agreement/order (or is subject to any applicable standing protective order put in place by the Commission).

2.4.F.3.1 If Qwest relies upon Fiber-Based Collocators for its proposed non-impairment designation, the supporting data provided to CLEC will include at least the information required by the Commission in a Wire Center Docket.

2.4. F.3.2 If Qwest relies upon Switched Business Line Count data for its proposed Non-Impairment Designation, the supporting data provided to CLEC will include at least the information required by the Commission in a Wire Center Docket.

2.4.F.4 Methodology: The Parties agree to use the methodology for non-impairment or tier designations adopted by the Commission in the Wire Center Docket for additional Non-Impaired Wire Centers established in a Wire Center Docket after the execution date of this Amendment.

2.5 UNEs shall not be utilized by CLEC for its own administrative use.

2.6 CLEC may not access UNEs for the exclusive provision of Mobile Wireless Services or Interexchange Services.

2.7 If CLEC accesses and uses a UNE consistently with Sections 2.5 and 2.6, CLEC may provide any Telecommunications Services over the same UNE.

2.8 If it is determined by CLEC and Qwest that CLEC's access to or use of UNEs is inconsistent with Existing Rules, except due to change in law, CLEC has thirty (30) calendar Days to convert such UNEs to alternate service arrangements and CLEC is subject to back billing for the difference between rates for the UNEs and rates for the Qwest alternate service arrangement. CLEC is also responsible for just and reasonable non-recurring charges for the alternate service arrangement. CLEC is also responsible

for just and reasonable non-recurring charges for the work required to perform the disconnect of the UNE.

2.9 Service Eligibility Criteria and Requirement for EELs

2.9.1 Qwest agrees to make available to CLEC Enhanced Extended Links (**"**EELs**"**) in accordance with the terms and conditions set forth below. Qwest shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations other than those set out in this Agreement. Except as provided below in this Section 2.9, Qwest shall provide access to Section 251 UNEs and combinations of Section 251 UNEs without regard to whether CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs provided the rates, terms and conditions under which such Section 251 UNEs are to be provided are included within the CLEC's underlying Agreement.

2.9.1.1 An EEL that consists of a combination of voice grade to DS-0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the High-Cap EEL Service Eligibility Criteria set out below in Section 2.9.1.2.

2.9.1.2 Qwest need not provide access to an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 channel termination service unless CLEC certifies that all of the following Service Eligibility Criteria are met:

2.9.1.2.1 State Certification. CLEC has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.

2.9.1.2.2 Per EEL Circuit Criteria. The following criteria are satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL.

2.9.1.2.3 Telephone Number Assignment. Each circuit to be provided to each Customer will be assigned a local telephone number prior to the provision of service over that circuit. This requires that each DS1 circuit must have at least one (1) local telephone number and each DS3 circuit has at least twenty-eight (28) local telephone numbers. The origination and termination of local voice traffic on each local telephone number assigned to a circuit shall not include a toll charge and shall not require dialing special digits beyond those normally required for a local

voice call. CLEC will provide local telephone number assignments by circuit;

2.9.1.2.4 911 or E911. Each circuit to be provided to each Customer will have 911 or E911 capability prior to the provision of service over that circuit.

2.9.1.2.5 Collocation. Each circuit to be provided to each customer will terminate in a collocation, with the associated CFA, that meets the following requirements:

2.9.1.2.5.1 Each circuit to be provided to each Customer will terminate in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at Qwest's Premises within the same LATA as the Customer's premises, when Qwest is not the collocator, and cannot be at an Interexchange Carrier POP or ISP POP. However, a CLEC can satisfy this prong through reverse collocation, as specified in paragraph 605 of the TRO; or

2.9.1.2.5.2 Each circuit to be provided to each Customer will terminate in a Collocation arrangement that is located at the third party's premises within the same LATA as the Customer's premises, when Qwest is the collocator; and

2.9.1.2.5.3 When a DS1 or DS3 EEL Loop is connected to a multiplexed facility, the multiplexed facility must be terminated in a collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and must be within Qwest’s network and cannot be at an Interexchange Carrier POP or ISP POP. However, a CLEC can satisfy this prong through reverse collocation, as specified in paragraph 605 of the TRO.

2.9.1.2.6 Interconnection Trunking and Calling Party Number. Each circuit provided to each customer will be served by an interconnection trunk. An interconnection trunk meets the requirements of this paragraph if the requesting telecommunications carrier will transmit the calling party’s number in connection with the calls exchanged over the trunk. Where the CLEC does not arrange for a meaningful exchange of traffic, which must include hand-offs of local voice calls that flow in both directions, those arrangements cannot be attributed towards satisfaction of this criterion. Each DS1 EEL circuit must be served by a local interconnection trunk in the same LATA as the Customer served by the circuit. For each twenty-four (24) DS1 EEL circuits, CLEC must maintain at least one (1) active DS1 local interconnection trunk in the same LATA as the Customer served by the circuit.

2.9.1.2.7 End Office Switch. Each circuit to be provided to each Customer will be served by a switch capable of switching local voice

traffic. CLEC must certify that the Switching equipment is either registered in the LERG as a Class 5 Switch or that it can switch local voice traffic.

2.9.1.3 CLEC must provide a blanket certification letter, or other mutually agreed upon communication, that each individual high capacity loop in combination, or Commingled, with a Qwest-provided high capacity transport facility or service, meets the Service Eligibility Criteria set forth above before Qwest will provision or convert the high capacity facility in combination or Commingled.

2.9.1.4 CLEC's high capacity combination or Commingled facility Service Eligibility shall remain valid only so long as a circuit continues to meet the Service Eligibility Criteria set forth above or CLEC certifies compliance in accordance with Section 2.9.1.3. If CLEC's Service Eligibility on a given high capacity combination or Commingled facility is no longer valid, CLEC must submit a service order converting the facility to the appropriate Private Line, Special Access, or alternative wholesale service within thirty (30) Days after CLEC has knowledge of such invalidity.

2.9.1.5 Service Eligibility Audits. In order to confirm reasonable compliance with these requirements, Qwest may perform Service Eligibility Audits of CLEC's records as described in this section. Service Eligibility Audits shall be performed in accordance with the following guidelines:

2.9.1.5.1 Qwest may, upon thirty (30) Days written notice to CLEC that has purchased high capacity combination and Commingled facilities, conduct a Service Eligibility Audit to ascertain whether those high capacity facilities were eligible for UNE treatment at the time of Provisioning or conversion and on an ongoing basis thereafter.

2.9.1.5.2 CLEC shall make reasonable efforts to cooperate with any Service Eligibility Audit by Qwest and shall maintain and provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's high capacity combination and Commingled facilities meet the Service Eligibility Criteria.

2.9.1.5.3 An independent auditor hired and paid for by Qwest shall perform any Service Eligibility Audit, provided, however, to the extent the independent auditor’s report concludes that the CLEC failed to comply in all material respects with the service eligibility criteria, the CLEC must reimburse Qwest for the cost of the independent auditor. To the extent the independent auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Criteria, Qwest must reimburse CLEC for its costs associated with the Service Eligibility Audit.

2.9.1.5.4 An independent auditor must perform its evaluation in accordance with the standards established by the American Institute for

Certified Public Accountants (AICPA) and during normal business hours, unless there is a mutual agreement otherwise. This will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding CLEC's compliance with the qualifying High-Cap EEL Service Eligibility criteria. The independent auditor's report will conclude whether CLEC complied in all material respects with this Section. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

2.9.1.5.4.1 Qwest shall provide CLEC with a copy of the report upon request from CLEC. If the parties disagree as to the findings or conclusions of the auditor's report, the parties should resolve such disputes in accordance with the Dispute Resolution process set forth in the Agreement.

2.9.1.5.5 Qwest shall not exercise its Service Eligibility Audit rights with respect to CLEC (excluding Affiliates), more than once in a 12-month period unless an audit finds non-compliance If a Service Eligibility Audit does find non-compliance, Qwest shall not exercise its Service Eligibility Audit rights for sixty (60) Days following that audit, and if any subsequent Service Eligibility Audit does not find non-compliance, then Qwest shall not exercise its Service Eligibility Audit rights for the remainder of the 12-month period.

2.9.1.5.6 At the same time that Qwest provides notice of a Service Eligibility Audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.

2.9.1.5.7 Service Eligibility Audits conducted by Qwest for the purpose of determining compliance with Service Eligibility Criteria shall not effect or in any way limit any audit or Dispute Resolution rights that Qwest may have pursuant to other provisions of this Agreement.

2.9.1.5.8 Qwest shall not use any other audit rights it may have under this Agreement to audit for compliance with the Service Eligibility Criteria of this Section. Qwest shall not require a Service Eligibility Audit as a prior prerequisite to provisioning combination and Commingled facilities.

2.9.1.5.9 CLEC shall maintain appropriate records to support its Service Eligibility Criteria. However, CLEC has no obligation to keep any records that it does not keep in the ordinary course of its business.

2.9.1.5.10 If a Service Eligibility Audit demonstrates that a high capacity combination and Commingled facilities do not meet the Service Eligibility Criteria above, the CLEC must convert all non-compliant circuits to an alternative arrangement and if applicable, CLEC must true-up any

difference in payments within thirty (30) days of billing date.

3.0 <u>Unbundled Loop</u>

3.1 Unbundled Loops pursuant to Section 251(c)(3) are available in accordance with CLEC's Agreement and the following terms and conditions.

3.1.1 DS1 Unbundled Loops. Subject to the cap described in Section 3.1.1.1, Qwest shall provide CLEC with non-discriminatory access to a DS1 loop on an unbundled basis to any building not served by a Non-Impaired Wire Center.

3.1.1.1 Cap on Unbundled DS1 Loop Circuits. CLEC may obtain a maximum of ten (10) unbundled DS1 Loops to any single building in which DS1 Loops are available as Unbundled Loops.

3.1.2 DS3 Unbundled Loops. Subject to the cap described in Section 3.1.2.1, Qwest shall provide CLEC with non-discriminatory access to a DS3 loop on an unbundled basis to any building not served by a Non-Impaired Wire Center.

3.1.2.1 Cap on Unbundled DS3 Loop Circuits. CLEC may obtain a maximum of a single unbundled DS3 Loop to any single building in which DS3 Loops are available as unbundled loops.

3.1.3 Intentionally Left Blank.

3.1.4 Intentionally Left Blank.

3.1.5 Dark Fiber Loops Including Fiber Sub-loop CLEC represents that as of the effective date of this Amendment, CLEC has not purchased any Dark Fiber Sub-loop facilities from Qwest as a Section 251(C)(3) UNE. The parties agree that Dark Fiber Sub-loops will no longer be available under the Agreement as a Section 251(C)(3) UNE.

3.1.6 FTTH and FTTC Loops. For purposes of this Section, a Fiber-to-the-Home (FTTH) loop is a local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving a mass market End User Customer's Premises, or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU's minimum point of entry (MPOE). For purposes of this Section, a Fiber-to-the-Curb (FTTC) loop is a local loop serving a mass market Customer consisting of fiber optic cable connecting to a copper distribution plant loop that is not more than 500 feet from the Customer's Premises or, in the case of predominantly residential MDU, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a FTTC must connect to a copper distribution plant loop at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective Customer's Premises. For the purposes of the definition of FTTC and FTTH Loops, examples of a "Predominantly Residential" MDU is an apartment building, condominium building, cooperative or planned unit development.

3.1.6.1 FTTH/FTTC New Builds. Qwest is not required to provide nondiscriminatory access to FTTH or FTTC Loop on an unbundled basis when Qwest deploys such a loop to an end user's customer premises that previously has not been

served by any loop facility.

3.1.6.2 FTTH/FTTC Overbuilds. Qwest is not required to provide nondiscriminatory access to a FTTH or FTTC loop on an unbundled basis when Qwest has deployed such a loop parallel to, or in replacement of, an existing copper loop facility, except that:

3.1.6.2.1 Qwest shall maintain the existing copper loop connected to the particular customer premises after deploying the fiber-to-the-home loop or the fiber-to-the-curb loop and provide nondiscriminatory access to that copper loop on an unbundled basis unless Qwest retires the copper loop pursuant to the terms of Section 3.1.6.3, below. If Qwest maintains the existing copper loops pursuant to this Section, Qwest need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request from CLEC for access, as set forth above. Qwest shall restore such copper loop to serviceable condition upon request on an Individual Case Basis. Unless the Commission orders otherwise, any such restoration shall not be subject to Performance Indicator Definition or other performance service measurement or intervals.

3.1.6.2.2 For each copper loop retired pursuant to Section 3.1.6.3 below, Qwest shall provide nondiscriminatory access to a 64 kilobits per second transmission paths capable of voice grade service over the FTTH/FTTC Loop on an unbundled basis at the same rates applied to such services under the Agreement.

3.1.6.3 Retirement of Copper Loops or Copper Subloops and Replacement with FTTH/FTTC Loops. Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH/FTTC Loop, Qwest must comply with the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Rules 51.325 through 51.335 and any applicable state requirements. In complying with requirements, Qwest shall, among other things: (i) provide notice of such planned replacement on its web site (www.qwest.com/disclosures); (ii) provide e-mail notice of such planned retirement to CLECs; and (iii) provide public notice of such planned replacement to the FCC. Such notices shall be in addition to any applicable state Board or state Commission notification that may be required.

3.1.6.4 Handling of embedded FTTH/FTTC Loops. All embedded CLEC services over FTTH/FTTC Loops in place prior to the signature on this Amendment will be ‘grandfathered’ subject to re-classification upon change of service.

3.1.7 Hybrid Loops. A “Hybrid Loop” is a local Unbundled Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable usually in the distribution plant.

3.1.7.1 Broadband Services. When CLEC seeks access to a Hybrid Loop, typically used to serve mass market customers, for the provision of broadband services, Qwest shall provide CLEC with non-discriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid

Loop, including DS1 and DS3 capacity (where impairment has been found to exist), on an unbundled basis to establish a complete transmission path between Qwest's Central Office and an End User Customer's premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

3.1.7.2 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision of narrowband services, Qwest may either:

3.1.7.2.1 Provide non-discriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or

3.1.7.2.2 Provide nondiscriminatory access to a spare home-run copper loop serving that End User Customer on an unbundled basis.

3.1.8 Subloop Unbundling. Qwest shall provide CLEC with nondiscriminatory access to subloops on an unbundled basis in accordance with section 251(c)(3) of the Act, 47 C.F.R. 51.315(b), the Triennial Review Order, and as set forth below.

3.1.8.1 Copper subloops. Qwest shall provide a CLEC with nondiscriminatory access to a copper subloop on an unbundled basis. A copper subloop is a portion of a copper loop, or hybrid loop, comprised entirely of copper wire or copper cable that acts as a transmission facility between any point of technically feasible access in Qwest's outside plant, including inside wire owned or controlled by Qwest, and the end-user customer premises. A copper subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of technically feasible access and the demarcation point at the end-user customer premises, and includes the features, functions, and capabilities of the copper loop. Copper subloops include two-wire and four-wire analog voice-grade subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the subloops are in service or held as spares.

3.1.8.1.1 Point of technically feasible access. A point of technically feasible access is any point in Qwest's outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface. Qwest shall, upon a site-specific request, provide access to a copper subloop at a splice near a remote terminal. Such points may include, but are not limited to, the pole, pedestal, Network Interface Device, minimum point of entry, single point of Interconnection, Remote Terminal, Feeder Distribution Interface (FDI), or Serving Area Interface (SAI). Qwest shall, upon a site-specific request, provide access to a copper subloop at a splice near a remote terminal. Qwest shall be compensated for providing

this access in accordance with FCC rule 47 C.F.R. §§ 51.501 through 51.515.

3.1.8.1.2 Rules for collocation. Access to the copper subloop is subject to the FCC's collocation rules at §§ 51.321 and 51.323. CLEC shall not have access on an unbundled basis to a feeder subloop defined as facilities extending from the Central Office to a terminal that is not at the End User Customer's premises or multiple tenant environment (MTE). CLEC shall have access to the feeder facilities only to the extent it is part of a complete transmission path, not a subloop, between the Central Office and the End User Customer's premises or MTE. This section does not address Unbundled Dark Fiber MTE Subloop which is addressed in Section 3.1.5.3.

3.1.8.2 Subloops for access to multiunit premises wiring. Qwest shall provide a CLEC with nondiscriminatory access to the subloop for access to multiunit premises wiring on an unbundled basis regardless of the capacity level or type of loop that the CLEC seeks to provision for its customer. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in Qwest's outside plant at or near a multiunit premises. One category of this subloop is inside wire, which is defined for purposes of this section as all loop plant owned or controlled by Qwest at a multiunit customer premises between the minimum point of entry as defined in 47 C.F.R. § 68.105 and the point of demarcation of Qwest's network as defined in 47 C.F.R. § 68.3.

3.1.8.2.1 Point of technically feasible access. A point of technically feasible access is any point in Qwest's outside plant at or near a multiunit premises where a technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.

3.1.8.2.2 Single point of interconnection. Upon notification by a CLEC that it requests interconnection at a multiunit premises where Qwest owns, controls, or leases wiring, Qwest shall provide a single point of interconnection that is suitable for use by multiple carriers. This obligation is in addition to Qwest's obligations, under 3.1.8.2 of this section, to provide nondiscriminatory access to a subloop for access to multiunit premises wiring, including any inside wire, at any technically feasible point. If the parties are unable to negotiate rates, terms, and conditions under which Qwest will provide this single point of interconnection, then any issues in dispute regarding this obligation shall be resolved in state proceedings under section 252 of the Act.

3.1.8.2.2.1 Qwest's obligation to construct a Single Point of Interface (SPOI) is limited to those MTEs where Qwest has distribution facilities to that MTE and owns, controls, or leases the inside wire at the MTE. In

addition, Qwest shall have an obligation to construct a SPOI only when CLEC indicates that it intends to place an order for access to an unbundled Subloop Network Element via a SPOI.

3.1.8.2.3 No collocation. Qwest shall provide subloops to access multiunit premises without collocation.

3.1.8.3. Best practices. Once one state commission has determined that it is technically feasible to unbundle subloops at a designated point, Qwest in any state shall have the burden of demonstrating to the Commission, in state proceedings under section 252 of the Act, that it is not technically feasible, or that sufficient space is not available, to unbundle its own loops at such a point.

3.1.8.4 Qwest shall not be required to provide unbundled access to Qwest feeder loop plant as standalone UNEs.

3.1.8.5 Failure To Convert Non-Impaired Services – Feeder Subloops. Absent CLEC Transition of Feeder SubLoop, within ninety (90) Days of Execution of this Amendment, Qwest will convert facilities to alternative wholesale service arrangements. CLEC is subject to back billing for the difference between the rates for the UNEs and rates for the Qwest alternative service arrangements to the ninety-first (91st) day. CLEC is only responsible for the nonrecurring design change charge in the applicable Qwest tariff associated with such conversion. Qwest will make all reasonable efforts to ensure that conversions shall be implemented in a seamless manner without any customer impacts or adverse effects to service quality.

3.1.9 Line Sharing. Qwest shall not be required to provide Line Sharing unless the Agreement has been amended with a Qwest Commercial Line Sharing Amendment.

3.1.10 Qwest shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which CLEC may obtain or has obtained access pursuant to 47 C.F.R. 51.319(a) under the Agreement.

4.0 Unbundled Dedicated Interoffice Transport (UDIT)

4.0.1 Qwest is not obligated to provide CLEC with unbundled access to dedicated transport that does not connect a pair of Qwest Wire Centers.

4.0.2 All DS1 and above high capacity transport services, when combined with high capacity 251(c)(3) Loops, are subject to the Service Eligibility Criteria as outlined in Section 2.9 of this Amendment.

4.1 Section 251(c)(3) UDIT is available pursuant to CLEC's Agreement and the following terms and conditions.

4.1.1 **DS1 UDIT.** Qwest shall unbundle DS1 transport between any pair of Qwest Wire Centers when not restricted based on the Wire Center designations identified on the applicable Commission-Approved Wire Center List or specifically referenced in the definition of Non-Impaired Facilities in this Amendment.

4.1.1.1 On Routes for which no unbundling obligation for DS3 Dedicated Transport circuits exists but for which DS1 Dedicated Transport is available on an unbundled basis, CLEC may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits.

4.1.2 **DS3 UDIT** - Qwest shall unbundle DS3 transport between any pair of Qwest Wire Centers when not restricted based on the Wire Center designations identified on the applicable Commission-Approved Wire Center List or specifically referenced in the definition of Non-Impaired Facilities in this Amendment.

4.1.2.1 CLEC may obtain a maximum of twelve (12) unbundled DS3 dedicated transport circuits on each Route where DS3 dedicated transport is available on an unbundled basis.

4.1.3 Intentionally Left Blank.

4.1.4 Intentionally Left Blank.

4.1.5 **OCn UDIT**. CLEC represents that as of the effective date of this Amendment, CLEC has not purchased any OCn UDIT facilities from Qwest as a Section 251(C)(3) UNEs. The parties agree that OCn UDIT will no longer be available under the Agreement as a Section 251(C)(3) UNEs.

4.1.6 **Failure To Convert Non-Impaired Services – DS1 and DS3 E-UDIT and M-UDIT**. E-UDIT provided CLEC with a bandwidth specific transmission path between a Qwest Serving Wire Center and CLEC's wire center or an IXC POP within the same Qwest Serving Wire Center area. M-UDIT provided CLEC with a network element of a single transmission path between a Qwest Wire Center and a mutually agreed upon meet point with an Independent Telco located outside of the Qwest territory. Absent CLEC transition of DS1 and DS3 E-UDIT and M-UDIT Transport within ninety (90) days of execution of this Amendment, Qwest will convert facilities to month to month service arrangements in Qwest's Special Access Tariff and CLEC is subject to back billing for the difference between the rates for the UNEs and rates for the Qwest alternative service arrangements to the ninety-first (91st) day. The conversion rate is in accordance with and limited to the $25.00 conversion charge found in section 2.4.D of this Amendment. Qwest will make all reasonable efforts to ensure that conversions shall be implemented in a seamless manner without any customer impacts or adverse effects to service quality.

4.1.7 **Unbundled Dark Fiber (UDF) IOF** CLEC represents that as of the effective date of this Amendment, CLEC has not purchased any Unbundled Dark Fiber (UDF) IOF facilities from Qwest as a Section 251(C)(3) UNEs. The parties agree that Unbundled Dark Fiber (UDF) IOF will no longer be available under the Agreement as a Section 251(C)(3) UNEs.

4.1.8 **E-UDF and M-UDF (Meet Point Billed-UDF) Transition Language.** Upon the Execution Date of this Amendment, CLEC will not place, and Qwest will not accept, any ASRs for Extended Unbundled Dark Fiber (E-UDF) or M-UDF (Meet Point UDF). Qwest account representatives will work with CLECs on a plan to convert any existing E-UDF or M-UDF to other alternative Qwest products or services, if CLEC so desires. CLEC must convert these services by December 10, 2005. Qwest and CLEC will work together to identify those circuits impacted.

4.1.8.1 **Failure To Convert Non-Impaired Networks Elements – E-UDF and M-UDF.** Absent CLEC Transition E-UDF and M-UDF as of December 10, 2005, Qwest will begin or maintain the right to begin, disconnect process of Dark Fiber Facilities.

5.0 <u>Interconnection Facilities.</u>

The FCC's finding of non-impairment with respect to 251(c)(3) entrance facilities and certain other dedicated transport does not alter the right of CLEC to obtain interconnection facilities (which includes entrance facilities and other dedicated transport) pursuant to section 251(c)(2) for the transmission and routing of telephone exchange service and exchange access service. CLEC will have access to these interconnection facilities at the TELRIC-based rates set forth in the Agreement to the extent that the CLEC requires them to interconnect with Qwest's network.

6.0 Unbundled Network Element Combinations

6.1 Enhanced Extended Loop (EEL)

6.1.1 High Capacity EELs are available pursuant to CLEC's Agreement, the relevant loop and transport terms and conditions of this amendment and the following terms and conditions.

6.1.1.1 The "Significant Amount of Local Exchange Traffic" eligibility criteria for High Capacity EELs is replaced by the Service Eligibility Criteria Described in Section 2.9

6.1.1.2 Transition for High capacity EELs – CLEC must verify that all embedded High Capacity EELs meet the new Service Eligibility Criteria. Qwest account representatives will work with CLEC on a plan to convert any non-compliant EEL to other service arrangements.

6.1.1.3 For any embedded High Capacity EELs that included non-impaired DS1/DS3 loops or DS1/DS3 UDIT and were leased by CLEC from Qwest after March 10, 2006, CLEC is subject to back billing in accordance with the back billing and transition terms for non-impaired DS1 and DS3 loops and UDIT, as applicable, set forth in Sections 3.1.3 and 4.1.4.

6.1.1.4 Failure to Convert Non-Compliant EEL. Absent CLEC Transition of embedded High Capacity EELs that include impaired DS1/DS3 loops or DS1/DS3 UDIT but do not meet the Service Eligibility Criteria in Section 2.9, within ninety (90) days of the Execution Date of this Amendment, Qwest will convert services to alternate arrangements. CLEC is subject to back billing for the difference between the rates for the UNEs and rates for the Qwest alternative service arrangements to the 91st day. CLEC is also responsible for just and reasonable non-

recurring charges for the alternate service arrangement. CLEC is also responsible for just and reasonable non-recurring charges for the work required to perform the disconnect of the UNE.

6.2 Intentionally Left Blank.

6.3 Commingling

6.3.1 To the extent it is Technically Feasible, CLEC may Commingle Telecommunications Services purchased on a resale basis made available pursuant to section 251(b) 1 and 251(c) 4 of the Act with an Unbundled Network Element or combination of Unbundled Network Elements.

6.3.2 CLEC may Commingle UNEs and combinations of UNEs with wholesale services and facilities (e.g., "wholesale services" as used herein include but are not limited to, any facilities or elements that CLEC is entitled to obtain from Qwest pursuant to Section 271 of the Act, a Resale service pursuant to Section 251(b)(1) or 251(c)(4), or Switched and Special Access Services offered pursuant to Tariff) and request Qwest to perform the necessary functions to provision such Commingling. CLEC will be required to provide the CFA (Connecting Facility Assignment) of CLEC's network demarcation (e.g., Collocation or multiplexing facilities) for each UNE, UNE Combination, or wholesale service when requesting Qwest to perform the Commingling of such services. Qwest shall not deny access to a UNE on the grounds that the UNE or UNE Combination shares part of Qwest's network with Access Services.

6.3.3 When a UNE and service are commingled, the service interval for each facility being commingled will apply only as long as a unique provisioning process is not required for the UNE or service due to the commingling. A commingled arrangement involving only loops, multiplexing or dedicated transport with a Special Access or Private Line service will not require a unique provisioning process. Performance measurements and\or remedies are not applicable to the total commingled arrangement and do apply to each facility or service ordered within the commingled arrangement. Work performed by Qwest to provide Commingled services that are not subject to standard provisioning intervals will not be subject to performance measures and remedies, if any, contained in this Agreement or elsewhere, by virtue of that service's inclusion in a requested Commingled service arrangement. Provisioning intervals applicable to services included within a requested Commingled service arrangement will not begin to run until CLEC provides a complete and accurate service request, necessary CFAs to Qwest, and Qwest completes work required to perform the Commingling that is in addition to work required to provision the service as a stand-alone facility or service.

6.3.4 Intentionally Left Blank.

6.3.5 Services are available for Commingling only in the manner in which they are provided in Qwest's applicable product Tariffs, catalogs, price lists, or other Telecommunications Services offerings (e.g. ICA).

6.3.6 Any LIS Entrance Facility or Mid Span Meet POI obtained by CLEC pursuant to the Local Interconnection Service section of the Agreement may not be Commingled with 251(c)(3) transmission facilities including UDIT and Unbundled Loops.

6.3.7 CLEC may request Qwest to commingle DS1 or DS0 analog voice grade unbundled Loops with DS3 or DS1 multiplexed facilities ordered by CLEC from Qwest's special access or private line Tariffs. Terms and conditions for this Commingled arrangement are provided in Section 6.2 of this Amendment.

7.0 Ratcheting

7.1 To the extent that CLEC requests Qwest to commingle a UNE or a UNE Combination with one or more facilities or services that CLEC has obtained at wholesale from Qwest pursuant to a method other than unbundling under Section 251(c)(3) of the Act, Qwest will not be required to bill that wholesale circuit at multiple rates, otherwise known as ratcheting. Such commingling will not affect the prices of UNEs or UNE Combinations involved.

7.2 To the extent a multiplexed facility is included in a Commingled circuit, then the multiplexed facility will be ordered and billed at the UNE rate if and when all circuits entering the multiplexer are UNEs. If CLEC orders a non-UNE circuit to be commingled with other UNE-circuits, then the multiplexed facility will be ordered and billed pursuant to the appropriate Tariff. If a multiplexed facility is included in a Commingled EEL, all circuits entering the multiplexer are not UNEs and CLEC is being billed pursuant to the appropriate tariff and CLEC makes a modification by disconnecting the Commingled EEL and issuing a second order for a UNE EEL such that all circuits entering the multiplexer are UNEs, the multiplexed facility will be billed at the UNE rate.

8.0 Routine Network Modifications

8.1 Qwest shall make all routine network modifications to unbundled loop and transport facilities used by CLEC where the requested loop or transport facility has already been constructed. Qwest shall perform these routine network modifications to unbundled loop or transport facilities in a nondiscriminatory fashion, without regard to whether the loop or transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.2 A routine network modification is an activity that the Qwest regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that Qwest ordinarily attaches to a DS1 loop to activate such loop for its own customer. They also include activities needed to enable CLEC to light a dark fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for CLEC.

8.3 Qwest shall not assess any non-recurring charges to CLEC for undertaking routine network modifications Qwest regularly undertakes for its own customers.

9.0 Intentionally Left Blank.

10.0 Conversions

10.1 Conversion of Wholesale Services to UNEs

10.1.1 Upon request, Qwest shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or combination of UNEs, that is available to CLEC under terms and conditions set forth in this Attachment, so long as the CLEC and the wholesale service, or group of wholesale services, and the UNEs, or combination of UNEs, that would result from the conversion meet the eligibility criteria that may be applicable. (By way of example only, the statutory conditions would constitute one such eligibility criterion.) Where necessary or appropriate, Qwest and CLEC shall coordinate such conversions.

10.1.2 Intentionally Left Blank.

10.1.3 Except as agreed to by the Parties, Qwest shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs.

10.1.3.1 Intentionally Left Blank.

10.1.4 Qwest shall perform any conversion from a wholesale service or group of wholesale services to a UNE or combination of UNEs without adversely affecting the service quality perceived by CLEC's end-user customer.

10.1.5 In requesting a conversion of a Qwest service, CLEC must follow the standard guidelines and ordering requirements that are applicable to converting the particular Qwest service sought to be converted.

TRO and TRRO Exhibit A
Transition Rates
Nebraska*

Select the appropriate type of contract below. For cost docket changes, leave blank:			EAS / Local Traffic Reciprocal Compensation Election					
Amendment		Select Traffic Type	Options			Notes		
			Recurring	Recurring, per Mile	Non- Recurring	REC	REC per Mile	NRC
9.0 Unbundled Network Elements (UNEs)								
9.2 Unbundled Loops								
9.2.3 Digital Capable Loops								
9.2.3.3.4	DS1 Transitional Rate 15% Incremental adjustment applies in addition to Monthly Rate for non-impaired wire centers, (effective 3/11/05 thru 3/10/06)							
9.2.3.3.4.1	Zone 1					*		
9.2.3.3.4.2	Zone 2					*		
9.2.3.3.4.3	Zone 3					*		
9.2.3.4.4	DS3 Transitional Rate 15% Incremental adjustment applies in addition to Monthly Rate for non-impaired wire centers, (effective 3/11/05 thru 3/10/06)							
9.2.3.4.4.1	Zone 1					*		
9.2.3.4.4.2	Zone 2					*		
9.2.3.4.4.3	Zone 3					*		
9.2.8	Private Line / Special Access to Unbundled Loop Conversion (as is)				$30.87			1
9.6 Unbundled Dedicated Interoffice Transport (UDIT)								
9.6.2.5	DS1 UDIT Transitional Rate 15% Incremental adjustment between non-impaired wire centers, in addition to Monthly Rates. (Effective 3/11/05 thru 3/10/06)							
9.6.2.5.1	Over 0 to 8 Miles		$5.12	$0.49		*	*	
9.6.2.5.2	Over 8 to 25 Miles		$5.24	$0.49		*	*	
9.6.2.5.3	Over 25 to 50 Miles		$5.52	$0.28		*	*	
9.6.2.5.4	Over 50 Miles		$5.32	$0.12		*	*	
9.6.3.5	DS3 UDIT Transitional Rate 15% Incremental adjustment between non-impaired wire centers, in addition to Monthly Rates (Effective 3/11/05 thru 3/10/06)							
9.6.3.5.1	Over 0 to 8 Miles		$32.89	$8.22		*	*	
9.6.3.5.2	Over 8 to 25 Miles		$33.40	$2.60		*	*	
9.6.3.5.3	Over 25 to 50 Miles		$30.71	$3.22		*	*	
9.6.3.5.4	Over 50 Miles		$32.46	$2.23		*	*	
9.6.12	Private Line / Special Access to UDIT Conversion (as is)				$118.99			1
9.7 Unbundled Dark Fiber (UDF)								
9.7.4 UDF Single Strand								
9.7.4.1.6	UDF-IOF - Single Strand Transitional Rate 15% Incremental adjustment between non-impaired wire centers, in addition to Monthly Rates (Effective 3/11/05 thru 9/10/06)							
9.7.4.1.6.1	Fiber Transport, per Strand / Mile		$7.94			*		
9.7.4.1.6.2	Termination, Fixed, per Strand / Office		$0.59			*		
9.7.4.1.6.3	Fiber Cross-Connect, per Strand		$0.33			*		
9.7.4.2	UDF - Loop - Single Strand Transitional Rate for all wire centers (Effective 3/11/05 thru 9/10/06)							
9.7.4.2.3	Fiber Loop, per Strand / Route		$62.31			**		
9.7.4.2.4	Termination, Fixed, per Strand / Office		$4.73			**		
9.7.4.2.5	Termination, Fixed, per Strand / Premise		$3.83			**		
9.7.4.2.6	Fiber Cross-Connect, per Strand		$2.50			**		
9.7.5 UDF - per Pair								
9.7.5.1.6	UDF-IOF - Per Pair Transitional Rate 15% Incremental adjustment between non-impaired wire centers, in addition to Monthly Rates (Effective 3/11/05 thru 9/10/06)							
9.7.5.1.6.1	Fiber Transport, per Pair / Mile		$10.32			*		
9.7.5.1.6.2	Termination, Fixed per Pair / Office / Termination		$1.17			*		
9.7.5.1.6.3	Fiber Cross-Connect, per Pair / Office		$0.65			*		
9.7.5.2	UDF - Loop - Per Pair Transitional Rate for all wire centers (Effective 3/11/05 thru 9/10/06)							
9.7.5.2.3	Fiber Loop, per Pair / Route		$80.99			**		
9.7.5.2.4	Termination, Fixed, per Pair / Office		$9.45			**		
9.7.5.2.5	Termination, Fixed, per Pair / Premise		$7.65			**		
9.7.5.2.6	Fiber Cross-Connect, per Pair / Office		$4.98			**		

TRO and TRRO Exhibit A
Transition Rates
Nebraska*

	Recurring	Recurring, per Mile	Non- Recurring	REC	REC per Mile	NRC
9.7.7 UDF MTE Subloop	ICB		ICB	3		3
9.23 UNE Combinations						
9.23.7 9.23.7 Enhanced Extended Loop (EEL)						
9.23.7.3.6 DS1 Transitional Rate 15% Incremental adjustment applies in addition to Monthly Rate for non-impaired wire centers, (effective 3/11/05 thru 3/10/06)						
9.23.7.3.6.1 Zone 1	$11.23			*		
9.23.7.3.6.2 Zone 2	$11.79			*		
9.23.7.3.6.3 Zone 3	$12.54			*		
9.23.7.4.6 DS3 Transitional Rate 15% Incremental adjustment applies in addition to Monthly Rate for non-impaired wire centers, (effective 3/11/05 thru 3/10/06)						
9.23.7.4.6.1 Zone 1	$118.68			*		
9.23.7.4.6.2 Zone 2	$136.85			*		
9.23.7.4.6.3 Zone 3	$152.58			*		
9.23.7.6 Private Line / Special Access to EEL Conversion (as is)			$30.87			A
9.23.7.8 EEL Transport						
9.23.7.8.2.5 DS1Transitional Rate 15% Incremental adjustment between non-impaired wire centers, in addition to Monthly Rates. (Effective 3/11/05 thru 3/10/06)						
9.23.7.8.2.5.1 Over 0 to 8 Miles	$5.12	$0.49		*	*	
9.23.7.8.2.5.2 Over 8 to 25 Miles	$5.24	$0.49		*	*	
9.23.7.8.2.5.3 Over 25 to 50 Miles	$5.52	$0.28		*	*	
9.23.7.8.2.5.4 Over 50 Miles	$5.32	$0.12		*	*	
9.23.7.8.3.5 DS3 Transitional Rate 15% Incremental adjustment between non-impaired wire centers, in addition to Monthly Rates. (Effective 3/11/05 thru 3/10/06)						
9.23.7.8.3.5.1 Over 0 to 8 Miles	$32.89	$8.22		*	*	
9.23.7.8.3.5.2 Over 8 to 25 Miles	$33.40	$2.60		*	*	
9.23.7.8.3.5.3 Over 25 to 50 Miles	$30.71	$3.22		*	*	
9.23.7.8.3.5.4 Over 50 Miles	$32.46	$2.23		*	*	

NOTES:

A: Cost Docket C-2516 / PI-49 Effective 6/7/02

***** Transitional Rate Increment developed using 15% of the existing rate, per CC Docket Nos. 01-338 & 04-313 Order on Remand (released 2/4/05), effective 3/11/05

****** Rate includes 15% increase authorized in CC Docket Nos. 01-338 & 04-313 Order on Remand (released 2/4/05), effective 3/11/05

[1] Rates not addressed in Cost Docket (estimated TELRIC)
[3] ICB, Individualy Case Basis pricing