

**Triennial Review Remand Order (“TRRO”) Amendment
to the Interconnection Agreement between
Qwest Corporation and
Time Warner Telecom of Oregon LLC
for the State of Oregon**

This is an Amendment (“Amendment”) to incorporate the Triennial Review Remand Order (“TRRO”) into the Interconnection Agreement between Qwest Corporation (“Qwest”), a Colorado corporation, and Time Warner Telecom of Oregon LLC (“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 Oregon which was approved by the Public Utility Commission of Oregon (“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, (effective October 2, 2003) (“TRO”); and

WHEREAS, on February 4, 2005, the FCC released the *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Order on Remand* (Triennial Review Remand Order)(FCC 04-290) (“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 FCC determined in its TRRO Decision, that certain Unbundled Network Elements no longer satisfy the FCC's impairment test and materially modifies Qwest’s obligations under the Act, and as a result, Qwest is no longer obligated to offer to CLEC those Network Elements on an unbundled basis pursuant to Section 251 of the Act.

WHEREAS, the Parties wish to amend the Agreement to comply with the TRRO Decision 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 TRRO Decision, 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 TRRO Decision or concerning whether the TRRO Decision 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.

Time Warner Telecom of Oregon LLC
By: Time Warner Telecom Holdings Inc.
Its sole member

Tina Davis
Signature

Tina Davis
Name Printed/Typed Vice President and
Deputy General Counsel

Title

0001 0005
Date

Qwest Corporation

L.T. Christensen
Signature

L.T. Christensen
Name Printed/Typed

Director- Interconnection Agreements
Title

10/31/05
Date

1.0 Definitions

The Parties agree that the definitions in the TRO Amendment for “Non-Qualifying Service” and “Qualifying Service” shall be deleted.

“Business Line” means a Qwest-owned switched access line used to serve a business customer, whether by Qwest itself or by CLEC that leases the line from Qwest. The number of Business Lines in a Wire Center shall equal the sum of all Qwest business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, Business Line tallies (1) shall include only those access lines connecting End User Customers with Qwest end-offices for switched services; (2) shall not include non-switched special access lines; and (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to twenty-four (24) 64 kbps-equivalents, and therefore to twenty-four (24) Business Lines.

“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.

“Fiber-based Collocator” means any carrier, unaffiliated with Qwest, that maintains a Collocation arrangement in a Qwest Wire Center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a Collocation arrangement within the Wire Center; (2) leaves the Qwest Wire Center premises; and (3) is owned by a party other than Qwest or any affiliate of Qwest, except as set forth in this paragraph. Dark fiber obtained from Qwest on an indefeasible right of use basis shall be treated as non-Qwest fiber-optic cable. Two (2) or more affiliated Fiber-based Collocators in a single Wire Center shall collectively be counted as a single Fiber-based Collocator. For purposes of this paragraph, the term “affiliate” is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.

“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”).

“Long Distance Service” (see “Interexchange Service”).

“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 Wire Center” – A Non-impaired Wire Center is a Wire Center that meets the loop thresholds identified in CFR 47 §51.319(a)(4)(i) for DS1 Loops and §51.319(a)(5)(i) for DS3 Loops. Non-impaired Wire Centers also include Tier 1 and Tier 2 Wire Centers as defined in §51.319(e)(3) and subject to the limitations of §51.319(e)(2)(ii)(A) for DS1 Dedicated Transport, §51.319(e)(2)(iii)(A) for DS3 Dedicated Transport and §51.319(e)(2)(iv)(A) for Dark Fiber Transport.

“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.

“Triennial Review Remand Order” The Triennial Review Remand Order is the Commission’s Order on Remand in CC Docket Nos. 01-338 and 04-313 (released February 4, 2005).

“Wire center” A wire center is the location of a Qwest local Switching facility containing one or more central offices, as defined in the Appendix to part 36 of this chapter. The wire center boundaries define the area in which all customers served by a given wire center are located.

“Tier 1 Wire Centers” means those Qwest Wire Centers that contain at least four Fiber-based Collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those Qwest tandem Switching locations that have no line-side Switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLEC. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

“Tier 2 Wire Centers” means those Qwest Wire Centers that are not Tier 1 Wire Centers, but contain at least 3 Fiber-based Collocators, at least 24,000 Business Lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

“Tier 3 Wire Centers” means those Qwest Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

2.0 Unbundled Network Elements (UNE) General

The Parties understand and agree that the United States Court of Appeals for the District of Columbia Circuit, among other things, remanded and vacated the FCC’s delegation of impairment to the state Commissions resulting in the FCC promulgating criteria for impairment in the TRRO, the implementation of which is contained herein. All sections of the Agreement implementing the TRO that reflect state Commission determination of whether carriers are not impaired without a specific UNE are thereby deleted.

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 of the Act.

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 of the Act:

2.2.1 Unbundled Loops

- a) Certain DS1 Loops subject to the requirements of Section 3.0 following

- b) Certain DS3 Loops subject to the requirements of Section 3.0 following
- c) Dark Fiber Loops subject to the requirements of Section 3.1.5 following

2.2.2 Transport

- a) Certain DS1 Transport (UDIT) subject to the requirements of Section 4.0 following
- b) Certain DS3 Transport (UDIT) subject to the requirements of Section 4.0 following
- c) Certain Dark Fiber Transport (UDF-IOF) subject to the requirements of Section 4.1.6 following
- d) Multiplexing associated with UDIT and Loop/Mux Combo

2.2.3 Unbundled Switching

- a) Tandem Switching
- b) Mass Market Switching, including UNE-P and related services as identified in Section 2.2.3.1
- c) Enterprise Local Switching, including UNE-P and related services as identified in Section 2.2.3.1
- d) Signaling Networks (stand alone)

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 embedded Network Elements identified in the above lists are identified in the following sections.

2.3 After execution of this Amendment, Qwest shall back bill the FCC ordered rate increases to March 11, 2005, for existing Non-Impaired DS1 Loop and Transport, DS3 Loop and Transport, Dark Fiber Loop and Transport and Mass Market Switching Services pursuant to Transition rate increases identified in Sections 3.1.1.2, 3.1.2.2, 3.1.5.1, 4.1.1.2, 4.1.2.2, 4.1.6.1.2 and 5.1.1.3. Such back billing shall not be subject to billing measurements and penalties.

2.4 UNEs shall be obtained solely for the provision of Telecommunications Services and only to the extent allowed by law.

2.5 UNEs shall only be obtained for the provision of Telecommunications Services, which do not include telecommunications 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 2.4, 2.5 and 2.6, CLEC may provide any Telecommunications Services over the same UNE.

2.8 To submit an order to obtain a high-capacity loop or transport UNE, CLEC must undertake a reasonably diligent inquiry and, based on that inquiry, self-certify that, to the best of its knowledge, its request is consistent with the requirements discussed in parts IV, V, and VI of the Triennial Review Remand Order and that it is therefore entitled to unbundled access to the particular network elements sought pursuant to section 251(c)(3). As part of such reasonably diligent inquiry, CLEC shall ensure that a requested unbundled DS1 or DS3 loop is not in a Wire Center identified on the list provided by Qwest of Wire Centers that meet the applicable non-impairment thresholds specified in Sections 3.1.1 and 3.1.2, and that a requested unbundled DS1, DS3 or dark fiber transport circuit is not between Wire Centers identified on the list of Wire Centers that meet the applicable non-impairment threshold specified in Sections 4.1.1, 4.1.2 and 4.1.6.1.1. CLEC shall provide a letter or other mutually agreed upon form to document its compliance. CLEC will maintain appropriate records that document what CLEC relied upon to support its certification.

2.8.1 Upon receiving a request for access to a dedicated transport or high-capacity loop UNE that indicates that the UNE meets the relevant factual criteria discussed in sections V and VI of the Triennial Review Remand Order, Qwest must immediately process the request, if the UNE is in a location that does not meet the applicable non-impairment thresholds referred to in Section 2.8. To the extent that Qwest seeks to challenge any other such UNEs, it subsequently can raise that issue through the dispute resolution procedures provided for in CLEC's Interconnection Agreement.

2.8.2 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 arrangements. CLEC is also responsible for all non-recurring charges associated with such conversions.

2.8.3 When CLEC submits an order to convert a special access circuit to a UNE and that circuit has previously been exempt from the special access surcharge pursuant to 47 CFR 69.115, CLEC shall document in its certification when and how the circuit was modified to permit interconnection of the circuit with a local exchange subscriber line.

2.8.4 Additional Non-Impaired Wire Centers. If additional Qwest Wire Centers are found to meet the relevant factual criteria discussed in Sections V and VI of the FCC's Triennial Review Remand Order under which Qwest is no longer is required to offer Unbundled DS1 or DS3 Loops, and/or if additional Qwest Wire Centers are reclassified

as Tiers 1 or 2, thus impacting the availability of Unbundled DS1, DS3, or Dark Fiber transport, Qwest shall provide notice to CLEC. Thirty (30) Days after notification from Qwest, CLEC will no longer order impacted high capacity or Dark Fiber UNEs in or between those additional Wire Centers. CLEC will have ninety (90) Days to transition exiting DS1 and DS3 UNEs to an alternative service. CLEC will have one hundred eighty (180) Days to transition Dark Fiber transport to an alternative service. Qwest and CLEC will work together to identify those circuits impacted by such change. Absent CLEC transition of impacted UNEs within the transition period above, Qwest will convert facilities to month-to-month service arrangements in Qwest's Special Access Tariff or begin the disconnect process of Dark Fiber facilities. CLEC is subject to back billing for the difference between the UNE and Tariff rates beginning on the ninety-first (91st) Day as well as for all applicable nonrecurring charges associated with such conversions.

3.0 Unbundled Loop

3.1 Unbundled Loops are available pursuant to 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 Wire Center with at least 60,000 Business Lines and at least four (4) Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 loop unbundling will be required in that 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.

3.1.1.2 Transition period for DS1 loop circuits. For a twelve (12) month period beginning on the effective date of the Triennial Review Remand Order, any DS1 loop UNEs that a CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle pursuant to Sections 3.1.1 or 3.1.1.1, shall be available for lease from Qwest at a rate equal to the higher of (1) one hundred and fifteen percent (115 %) of the rate the requesting carrier paid for the loop element on June 15, 2004, or (2) one hundred and fifteen percent (115 %) of the rate the state commission has established or establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that Loop element. Where Qwest is not required to provide unbundled DS1 loops pursuant to Sections 3.1.1 or 3.1.1.1, CLEC may not obtain new DS1 loops as unbundled network elements. Qwest and CLEC will work together to identify those circuits impacted in Non-Impaired Wire Centers.

3.1.1.3 Billing. The fifteen percent (15%) transitional rate increment will be applied to CLECs bill as a manual adjustment on the following bill cycle. The first bill adjustment will be applied to each account based on the Billing Telephone Number (BTN) and/or Circuit (CKT) per Billing Account Number (BAN) with an effective bill date of March 11, 2005 on the first or second bill cycle following the contract execution date.

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 Wire Center with at least 38,000 Business Lines and at least four (4) Fiber-based Collocators. If a Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling is required in that 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.

3.1.2.2 Transition period for DS3 loop circuits. For a twelve (12) month period beginning on the effective date of the Triennial Review Remand Order, any DS3 loop UNEs that a CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle pursuant to Sections 3.1.2 or 3.1.2.1, shall be available for lease from Qwest at a rate equal to the higher of (1) one hundred and fifteen percent (115%) of the rate the requesting carrier paid for the loop element on June 15, 2004, or (2) one hundred and fifteen percent (115%) of the rate the state commission has established or establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that loop element. Where Qwest is not required to provide unbundled DS3 loops pursuant to Sections 3.1.2 or 3.1.2.1, CLEC may not obtain new DS3 loops as unbundled network elements. Qwest and CLEC will work together to identify those circuits impacted in Non-Impaired Wire Centers.

3.1.2.3 Billing. The fifteen percent (15%) transitional rate increment will be applied to CLECs bill as a manual adjustment on the following bill cycle. The first bill adjustment will be applied to each account based on the BTN and/or CKT per BAN with an effective bill date of March 11, 2005 on the first or second bill cycle following the contract execution date.

3.1.3 Failure To Convert Non-Impaired Services – DS1 and DS3 Loops. Absent CLEC Transition of DS1 and DS3 Loops by March 10, 2006, Qwest will convert facilities to month to month service arrangements in Qwest's Special Access Tariff. CLEC is subject to back billing for the difference between the rates for the UNEs and rates for the Qwest alternative service arrangements to March 11, 2006. CLEC is also responsible for all non-recurring charges associated with such conversions.

3.1.4 Qwest shall make available to CLEC a list of those Non-Impaired Wire Centers that satisfy the above criteria and update that list as additional Wire Centers meet these criteria.

3.1.5 Dark Fiber Loops Including Fiber Sub-loop. Qwest is not required to provide CLEC with access to a Dark Fiber Loop on an unbundled basis except for UDF-MTE Subloop below.

3.1.5.1 Transition period for Dark Fiber Loop circuits. For an 18-month period beginning on the effective date of the Triennial Review Remand Order, any Dark Fiber Loop UNEs that a CLEC leases from Qwest as of that date shall be available for lease from Qwest at a rate equal to the higher of (1) one hundred and fifteen percent (115%) of the rate the requesting carrier paid for the

loop element on June 15, 2004, or (2) one hundred and fifteen percent (115%) of the rate the state commission has established or establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that Loop element. CLEC may not obtain new Dark Fiber Loops as Unbundled Network Elements. Qwest and CLEC will work together to identify those circuits impacted.

3.1.5.2 Failure To Convert Non-Impaired Network Elements - Dark Fiber Loops including Fiber Sub-loop. Absent CLEC transition of Dark Fiber Loops as of September 10, 2006, Qwest will, or maintains the right to, begin the disconnection process of CLEC Dark Fiber Loops.

3.1.5.3 UDF MTE Subloop begins at or near an MTE to provide access to MTE premises wiring.

3.1.5.3.1 Access to Dark Fiber MTE Subloops at or near an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. Collocation is not required to access Subloops used to access the network infrastructure within an MTE, unless CLEC requires the placement of equipment in a Qwest Premises. The termination and placement of CLEC fiber facilities at an MTE is solely the responsibility of CLEC. CLEC is responsible for all negotiations with the End User Customer and or premises owner for such placement of CLEC facilities.

3.1.5.3.2 Termination at an MTE. CLEC shall access the UDF MTE Subloop on the MTE premises at a technically feasible point if possible. If access is not technically feasible on the MTE premises, then CLEC may request access to UDF MTE Subloop at a technically feasible point near the MTE premises. Qwest will prepare and submit to CLEC a quote along with the original Field Verification Quote Preparation form (FVQP) within the interval set forth in Exhibit C. Quotes are on an Individual Case Basis (ICB) and will include costs and an interval in accordance within the interval set forth in the Agreement.

3.1.5.3.3 A complex IRI is used to determine if a UDF MTE Subloop is available to gain access to network infrastructure within an MTE. Quotes are on an Individual Case Basis (ICB) and may include costs in addition to any installation charges specified in Exhibit A. of your Agreement.

3.1.6 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 month to month service arrangements in Qwest's Special Access Tariff. 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 all non-recurring charges associated with such conversions.

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 transport services, when combined with high capacity Loops, are subject to the Service Eligibility Criteria as outlined in Section 2.9 of this Amendment.

4.1 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 except where, through application of "Tier" classifications, as defined in Section 1.0 of this Amendment, both Wire Centers defining the Route are Tier 1 Wire Centers. As such, Qwest must unbundle DS1 transport if a Wire Center at either end of a requested Route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center.

4.1.1.1 CLEC may obtain a maximum of ten (10) unbundled DS1 dedicated transport circuits on each Route where DS1 dedicated transport is available on an unbundled basis.

4.1.1.2 **Transition period for DS1 transport circuits.** For a twelve (12) month period beginning on the effective date of the Triennial Review Remand Order, any DS1 dedicated transport UNE that a CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle pursuant to Sections 4.1.1 or 4.1.1.1, shall be available for lease from Qwest at a rate equal to the higher of (1) one hundred and fifteen percent (115%) of the rate the requesting carrier paid for the dedicated transport element on June 15, 2004, or (2) one hundred and fifteen percent (115%) of the rate the state commission has established or establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that dedicated transport element. Where Qwest is not required to provide unbundled DS1 transport pursuant to Sections 4.1.1 or 4.1.1.1, CLEC may not obtain new DS1 transport as unbundled network elements. Qwest and CLEC will work together to identify those circuits impacted between Non-Impaired Wire Centers.

4.1.1.3 **Billing.** The fifteen percent (15%) transitional rate increment will be applied to CLECs bill as a manual adjustment on the following bill cycle. The first bill adjustment will be applied to each account based on the BTN and/or CKT per BAN with an effective bill date of March 11, 2005 on the first or second bill cycle following the contract execution date.

4.1.2 DS3 UDIT - Qwest shall unbundle DS3 transport between any pair of Qwest Wire Centers except where, through application of "Tier" classifications, as defined in Section 1.0 of this Amendment, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, Qwest must unbundle DS3 transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.

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.

4.1.2.2 Transition period for DS3 transport circuits. For a twelve (12) month period beginning on the effective date of the Triennial Review Remand Order, any DS3 dedicated transport UNE that a CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle pursuant to Sections 4.1.2 or 4.1.2.1, shall be available for lease from Qwest at a rate equal to the higher of (1) one hundred and fifteen percent (115%) of the rate the requesting carrier paid for the dedicated transport element on June 15, 2004, or (2) one hundred and fifteen percent (115%) of the rate the state commission has established or establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that dedicated transport element. Where Qwest is not required to provide unbundled DS3 transport pursuant to Sections 4.1.2 or 4.1.2.1, CLEC may not obtain new DS3 transport as unbundled network elements. Qwest and CLEC will work together to identify those circuits impacted between Non-Impaired Wire Centers.

4.1.2.3 Billing. The fifteen percent (15%) transitional rate increment will be applied to CLECs bill as a manual adjustment on the following bill cycle. The first bill adjustment will be applied to each account based on the BTN and/or CKT per BAN with an effective bill date of March 11, 2005 on the first or second bill cycle following the contract execution date.

4.1.3 Qwest shall make available to CLEC a list of those Non-Impaired Wire Centers that satisfy the above criteria and update that list as additional Wire Centers meet these criteria.

4.1.4 Failure To Convert Non-Impaired Services – DS1 and DS3 UDIT. Absent CLEC transition of DS1 and DS3 Transport by March 10, 2006, 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 March 11, 2006. CLEC is also responsible for all non-recurring charges associated with such conversions.

4.1.5 Failure To Convert Non-Impaired Services – DS1 and DS3 E-UDIT and M-UDIT. Absent CLEC transition of DS1 and DS3 E-UDIT and M-UDIT 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 Qwest alternative service arrangements to the 91st day. CLEC is also responsible for all non-recurring charges associated with such conversions.

4.1.6 Unbundled Dark Fiber (UDF) IOF

4.1.6.1 Dedicated dark fiber transport shall be made available to CLEC on an unbundled basis as set forth in the Interconnection Agreement and as set forth below. Dark fiber transport consists of unactivated optical interoffice transmission facilities

4.1.6.1.1 Qwest shall unbundle dark fiber transport between any pair of Qwest Wire Centers except where, through application of "Tier" classifications defined in Section 1.0 of this Amendment, both Wire

Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, Qwest must unbundle dark fiber transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.

4.1.6.1.2 Transition period for dark fiber transport circuits. For an 18-month period beginning on the effective date of the Triennial Review Remand Order, any dark fiber dedicated transport UNE that a CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle pursuant to Section 4.1.6.1.1, shall be available for lease from Qwest at a rate equal to the higher of (1) one hundred and fifteen percent (115%) of the rate the requesting carrier paid for the dedicated transport element on June 15, 2004, or (2) one hundred and fifteen percent (115%) of the rate the state commission has established or establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that dedicated transport element. Where Qwest is not required to provide unbundled dark fiber transport pursuant to Section 4.1.6.1.1, CLEC may not obtain new dark fiber transport as unbundled network elements. Qwest and CLEC will work together to identify those circuits impacted in Non-Impaired Wire Centers.

4.1.6.1.3 Billing. The fifteen percent (15%) transitional rate increment will be applied to CLECs bill as a manual adjustment on the following bill cycle. The first bill adjustment will be applied to each account based on the BTN and/or CKT per BAN with an effective bill date of March 11, 2005 on the first or second bill cycle following the contract execution date.

4.1.6.1.4 Qwest shall make available to CLEC a list of those Non-Impaired Wire Centers that satisfy the above criteria and update that list as additional Wire Centers meet these criteria.

4.1.6.1.5 Failure To Convert Non-Impaired Services – UDF-IOF. Absent CLEC Transition of UDF, as of September 10, 2006, Qwest will, or maintains the right to, begin the disconnection process of CLEC Dark Fiber Facilities.

5.0 Unbundled Local Switching

5.1 Transition of Unbundled Local circuit Switching, including UNE-P Services

5.1.1 DS0 Capacity (Mass Market)

5.1.1.1 Qwest is not required to provide access to local circuit Switching on an unbundled basis to requesting telecommunications carriers for the purpose of serving end-user customers using DS0 capacity loops.

5.1.1.2 Each requesting telecommunications carrier shall migrate its embedded base of end-user customers off of the unbundled local circuit

Switching element to an alternative arrangement within twelve (12) months of the effective date of the Triennial Review Remand Order.

5.1.1.3 Notwithstanding Section 5.1.1.2, for a twelve (12) month period from the effective date of the Triennial Review Remand Order, Qwest shall provide access to local circuit Switching on an unbundled basis for a requesting carrier to serve its embedded base of end-user customers. The price for unbundled local circuit Switching in combination with unbundled DS0 capacity loops and shared transport obtained pursuant to this paragraph shall be the higher of: (A) the rate at which the requesting carrier obtained that combination of network elements on June 15, 2004 plus one dollar, or (B) the rate the state public utility commission establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that combination of network elements, plus one dollar. CLEC may not obtain new local Switching as an unbundled network element. Qwest and CLEC will work together to identify those impacted accounts.

5.1.1.4 Qwest shall provide a requesting telecommunications carrier with nondiscriminatory access to signaling, call-related databases, and shared transport facilities on an unbundled basis, in accordance with section 251(c)(3) of the Act and this part, to the extent that local circuit Switching is required to be made available pursuant to Section 5.1.1.3. These elements are defined as follows:

5.1.1.4.1 Signaling networks. Signaling networks include, but are not limited to, signaling links and signaling transfer points.

5.1.1.4.2 Call-related databases.

(1) Call-related databases include, but are not limited to, the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and downstream number portability databases by means of physical access at the signaling transfer point linked to the unbundled databases.

(2) Service management systems

5.1.1.4.3 Shared transport.

5.1.1.5 Failure to Convert Non-Impaired Networks Elements – Mass Market Switching

5.1.1.5.1 Mass Market Unbundled Switching – Stand Alone: Absent CLEC Transition by March 10, 2006, Qwest will disconnect any remaining services on or after this date.

5.1.1.5.2 UNE-P POTS & UNE-P Centrex 21: Absent CLEC Transition by March 10, 2006, Qwest will convert services to the

equivalent Qwest Local Exchange Business Measured Resale services, e.g. Class of Service (COS) LMB. In the event Measured Services are unavailable, services will be converted to the equivalent Qwest Local Exchange Business Resale services, e.g. COS 1FB. CLEC is subject to back billing for the difference between the rates for the UNE-P and rates for the Qwest Resale Service to March 11, 2006. CLEC is also responsible for all non-recurring charges associated with such conversions.

5.1.1.5.3 All other Mass Market UNE-P services, including UNE-P Centrex Plus/Centron, UNE-P ISDN BRI, UNE-P PAL, UNE-P PBX: Absent CLEC Transition by March 10, 2006, Qwest will convert services to the equivalent Qwest Local Exchange Resale services. CLEC is subject to back billing for the difference between the rates for the UNEs and rates for the Qwest alternative service arrangements to March 11, 2006. CLEC is also responsible for all non-recurring charges associated with such conversions.

5.1.1.5.4 Any UNE-P services with Line Splitting: Absent CLEC Transition by March 10, 2006, Qwest will convert services as described above. Line Splitting will be removed from any UNE-P services with Line Splitting.

5.1.2 Signaling Networks

5.1.2.1 **Transition for Signaling Networks** - Upon the Execution Date of this Amendment, CLEC will not place, and Qwest will not accept, ASRs for Unbundled Signaling Network Elements. Qwest account representatives will work with CLEC on a plan to convert any existing Unbundled Signaling Network Elements to other available Qwest products or services. CLEC will submit complete, error-free ASRs to convert or disconnect any existing Unbundled Signaling Network Elements with Due Dates that are within ninety (90) Days of the Execution Date of this Amendment. Qwest and CLEC will work together to identify those network elements.

5.1.2.2 **Failure to Convert Non-Impaired Network Elements – Signaling Networks.** Absent CLEC Transition of Signaling Networks 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 all non-recurring charges associated with such conversions.

6.0 Loop-Mux Combination (LMC)

6.1. Description

6.1.1 Loop-mux combination (LMC) is an unbundled Loop, as defined by CLEC's Agreement as amended, (referred to in this Section as an LMC Loop) Commingled with a private line (PLT), or with a special access (SA), Tariffed DS1

or DS3 multiplexed facility with no interoffice transport. The PLT/SA multiplexed facility is provided as either an Interconnection Tie Pair (ITP) or Expanded Interconnection Termination (EICT) from the high side of the multiplexer to CLEC's Collocation. The multiplexer and the Collocation must be located in the same Qwest Wire Center.

6.1.2 LMC provides CLEC with the ability to access End User Customers and aggregate DS1 or DS0 unbundled Loops to a higher bandwidth via a PLT/SA DS1 or DS3 multiplexer. There is no interoffice transport between the multiplexer and CLEC's Collocation.

6.1.3 Qwest offers the LMC Loop as a billing conversion or as new provisioning.

6.2 Terms and conditions

6.2.1 An Extended Enhanced Loop (EEL) may be commingled with the PLT/SA multiplexed facility.

6.2.2 LMC Loops will be provisioned where existing facilities are available.

6.2.3 The PLT/SA DS1 or DS3 multiplexed facility must terminate in a Collocation.

6.2.4 The multiplexed facility is subject to all terms and conditions (ordering, provisioning, and billing) of the appropriate Tariff.

6.2.5 The multiplexer and the Collocation must be located in the same Qwest Wire Center.

6.2.6 A rearrangement nonrecurring charge may be assessed on some requests for work to be performed by Qwest on an existing LMC Loop; or on some Private Line/Special Access circuits when coupled with a Conversion as Specified Request to convert to LMC Loop.

6.3 Rate Elements

6.3.1 The LMC Loop is the Loop connection between the End User Customer Premises and the multiplexer in the serving Wire Center where CLEC is Collocated. LMC Loop is available in DS0 and DS1. Recurring and non-recurring charges apply

6.3.2 DS0 Mux Low Side Channelization. LMC DS0 channel cards are required for each DS0 LMC Loop connected to a 1/0 LMC multiplexer. Channel cards are available for analog loop start, ground start, reverse battery, and no signaling. See channel performance for recurring charges as set forth in Exhibit A.

6.3.3 Nonrecurring charges for billing conversions to LMC Loops and Rearrangement of existing LMC Loops are set forth in Exhibit A.

6.4 Ordering Process

6.4.1 Ordering processes for LMC Loop(s) are contained in this Agreement and in Qwest's Product Catalog (PCAT). The following is a high-level description of the ordering process:

6.4.1.1 Step 1: Complete product questionnaire for LMC Loop(s) with account team representative.

6.4.1.2 Step 2: Obtain billing account number (BAN) through account team representative.

6.4.1.3 Step 3: Allow two (2) to three (3) weeks from Qwest's receipt of a completed questionnaire for accurate loading of LMC rates to the Qwest billing system.

6.4.1.4 Step 4: After account team notification, place LMC Loop orders via an LSR.

6.4.2 Prior to placing an order on behalf of each End User Customer, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization (POA) as set forth in this Agreement.

6.4.3 Standard service intervals for LMC Loops are in the Service Interval Guide (SIG) available at www.qwest.com/wholesale.

6.4.4 Due date intervals are established when Qwest receives a complete and accurate LSR made through the IMA or EDI interfaces or through facsimile. For LMC Loops, the date the LSR is received is considered the start of the service interval if the order is received on a business Day prior to 3:00 p.m. For LMC Loops, the service interval will begin on the next business Day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business Days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

6.5 Billing

6.5.1 Qwest shall provide CLEC, on a monthly basis, within seven to ten (7 to 10) calendar Days of the last day of the most recent billing period, in an agreed upon standard electronic billing format, billing information including (1) a summary bill, and (2) individual End User Customer sub-account information.

6.6 Maintenance and Repair

6.6.1 Qwest will maintain facilities and equipment for LMC Loops provided under this Agreement. Qwest will maintain the multiplexed facility pursuant to the Tariff. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the End User Customer, without the prior written consent of Qwest.

**TRO and TRRO Exhibit A
Transition Rates
Oregon***

Select the appropriate type of contract below. For cost docket changes, leave blank:		EAS / Local Traffic Reciprocal Compensation Election					
New	Select Traffic Type	Options			Notes		
		Recurring	Recurring, per Mile	Non-Recurring	Rec	NRC, per Mile	NRC
9.0 Unbundled Network Elements (UNEs)							
9.2 Unbundled Loops							
9.2.3	Digital Capable Loops						
9.2.3.3.1	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)	\$13.11			*		
9.2.3.4.1	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)	\$54.51			*		
9.2.8	Private Line / Special Access to Unbundled Loop Conversion (as is)			\$38.18			12
9.6 Unbundled Dedicated Interoffice Transport (UDIT)							
9.6.2.7	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)						
9.6.2.7.1	Over 0 to 8 Miles	\$5.69	\$0.07		*	*	
9.6.2.7.2	Over 8 to 25 Miles	\$5.69	\$0.13		*	*	
9.6.2.7.3	Over 25 to 50 Miles	\$5.69	\$0.17		*	*	
9.6.2.7.4	Over 50 Miles	\$5.24	\$0.18		*	*	
9.6.3.7	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)						
9.6.3.7.1	Over 0 to 8 Miles	\$37.97	\$1.49		*	*	
9.6.3.7.2	Over 8 to 25 Miles	\$37.97	\$1.53		*	*	
9.6.3.7.3	Over 25 to 50 Miles	\$37.97	\$2.14		*	*	
9.6.3.7.4	Over 50 Miles	\$37.97	\$3.17		*	*	
9.6.12	Private Line / Special Access to UDIT Conversion (as is)			\$123.96			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	\$7.89			*		
9.7.4.1.6.2	Termination, Fixed per Strand / Office	\$0.74			*		
9.7.4.1.6.3	Fiber Cross-Connect, per Strand / Office	\$0.39			*		
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	\$146.66			**		
9.7.4.2.4	Termination, Fixed, per Strand / Office	\$5.64			**		
9.7.4.2.5	Termination, Fixed, per Strand / Premise	\$4.37			**		
9.7.4.2.6	Fiber Cross-Connect per Strand / Office	\$3.02			**		
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	\$10.26			*		
9.7.5.1.6.2	Termination, Fixed per Pair / Office	\$1.28			*		
9.7.5.1.6.3	Fiber Cross-Connect, per Pair / Office	\$0.79			*		
9.7.5.2	UDF - Loop - Single Strand Transitional Rate for all wire centers (Effective 3/11/05 thru 9/10/06)						
9.7.5.2.3	Fiber Loop, per Pair / Route	\$173.85			**		

**TRO and TRRO Exhibit A
Transition Rates
Oregon***

			Recurring	Recurring, per Mile	Non-Recurring	Rec	NRC, per Mile	NRC
9.7.5.2.4	Termination, Fixed per Pair / Office		\$11.41			**		
9.7.5.2.5	Termination, Fixed, per Pair / Premise		\$8.86			**		
9.7.5.2.6	Fiber Cross-Connect per Pair / Office		\$6.05			**		
9.7.7	UDF MTE Subloop		ICB		ICB	3		3
9.11	Local Switching							
9.11.1	Ports							
9.11.1.1	Analog Line Side Port Transitional Rate (REC rates effective 3/11/05 thru 3/10/06)							
9.11.1.1.1	First Port		\$2.14			***		
9.11.1.1.2	Each Additional Port		\$2.14			***		
9.11.1.2	Digital Line Side Port Transitional Rate (Supporting BRI ISDN) (REC rates effective 3/11/05 thru 3/10/06)							
9.11.1.2.1	First Port		\$7.09			***		
9.11.1.2.2	Each Additional Port		\$7.09			***		
9.11.1.3	Digital Trunk Ports							
9.11.1.3.1	PBX / DID Trunk Port, per DS1 Transitional Rate (REC rate effective 3/11/05 thru 3/10/06)		\$3.66			***		
9.11.1.4	DS0 Analog Trunk Port Transitional Rate (REC rates effective 3/11/05 thru 3/10/06)							
9.11.1.4.1	First Port		\$13.33			***		
9.11.1.4.2	Each Additional Port		\$13.33			***		
9.23	UNE Combinations							
9.23.6	Loop Mux Combo (LMC)							
9.23.6.4.3	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)		\$13.11			*		
9.23.6.5	Private Line / Special Access to LMC Conversion (as is)				\$38.18			12
9.23.7	Enhanced Extended Loop (EEL)							
9.23.7.3.3	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)		\$13.11			*		
9.23.7.4	EEL, DS3							
9.23.7.4.3	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)		\$54.51			*		
9.23.7.6	Private Line / Special Access to EEL Conversion (as is)				\$38.18			12
9.23.7.8	EEL Transport							
9.23.7.8.5	DS1 Transitional Rate 15% Incremental adjustment between non-impaired wire centers, in addition to Monthly Rates. (Effective 3/11/05 thru 3/10/06)							
9.23.7.8.5.1	Over 0 to 8 Miles		\$5.69	\$0.07		*	*	
9.23.7.8.5.2	Over 8 to 25 Miles		\$5.69	\$0.13		*	*	
9.23.7.8.5.3	Over 25 to 50 Miles		\$5.69	\$0.17		*	*	
9.23.7.8.5.4	Over 50 Miles		\$5.24	\$0.18		*	*	
9.23.7.8.6	DS3 Transitional Rate 15% Incremental adjustment between non-impaired wire centers, in addition to Monthly Rates. (Effective 3/11/05 thru 3/10/06)							
9.23.7.8.6.1	Over 0 to 8 Miles		\$37.97	\$1.49		*	*	
9.23.7.8.6.2	Over 8 to 25 Miles		\$37.97	\$1.53		*	*	
9.23.7.8.6.3	Over 25 to 50 Miles		\$37.97	\$2.14		*	*	
9.23.7.8.6.4	Over 50 Miles		\$37.97	\$3.17		*	*	

**TRO and TRRO Exhibit A
Transition Rates
Oregon***

	Recurring	Recurring, per Mile	Non- Recurring	Rec	NRC, per Mile	NRC

NOTES:

- * 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
- *** Rate includes \$1.00 per Port 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 a Cost Docket (estimated TELRIC)
- [3] ICB, Individual Case Basis pricing.
- [12] Rates proposed in UM 1025