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Qwest
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Via Overnight delivery

June 20, 2006

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074

Re: Case No. USW-T-00-5
Application for Approval of Amendment to the Interconnection Agreement
Integra Telecom of Idaho, Inc.

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation is an original and three (3) copies of the Application for Approval of Amendment to the Interconnection Agreement. Qwest respectfully requests that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please contact me if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

Maura E. Peterson

mep
Enclosure
cc: Service list

Adam L. Sherr (WSBA# 25291)
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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

APPLICATION OF QWEST CORPORATION FOR APPROVAL OF AN INTERCONNECTION AGREEMENT PURSUANT TO 47 U.S.C. §252(e)	**CASE NO.: USW-T-00-5** **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT**

Qwest Corporation ("Qwest") hereby files this Application for Approval of Amendment to the Interconnection Agreement ("Amendment"), which was approved by the Idaho Public Utilities Commission on April 26, 2000 (the "Agreement"). The Amendment with Integra Telecom of Idaho, Inc. ("Integra") is submitted herewith.

This Amendment was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act").

Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an amendment (or portion) is not consistent with the public interest, convenience and necessity.

Qwest respectfully submits this Amendment provides no basis for either of these findings, and, therefore requests that the Commission approve this Amendment expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Amendment will enable Integra to

interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

Qwest further requests that the Commission approve this Amendment without a hearing. Because this Amendment was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this 20th day of June, 2006.

Qwest Corporation

Adam L. Sherr
Attorney for Qwest

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of June, 2006, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary Idaho Public Utilities Commission 472 West Washington Street P.O. Box 83720 Boise, Idaho 83720-0074 jjewell@puc.state.id.us	____ ____ _X_ ____ ____	Hand Delivery U. S. Mail Overnight Delivery Facsimile Email
Carol Wirsbinski Sr. Vice President, Government Affairs 1200 Minnesota Center, 7760 France Avenue Bloomington, Minnesota 55435	____ _X_ ____ ____ ____	Hand Delivery U. S. Mail Overnight Delivery Facsimile Email

Maura Peterson
Paralegal, Qwest Corporation

Triennial Review Order and Triennial Review Remand Order ("TRO/TRRO") Amendment to the Interconnection Agreement between Qwest Corporation and Integra Telecom of Idaho, Inc. for the State of Idaho

2006 JUN 31 PM 2:41
UTILITIES COMMISSION

This is an Amendment ("Amendment") to incorporate 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 Integra Telecom of Idaho, 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 Idaho which was approved by the Idaho Public Utilities Commission ("Commission") on April 26, 2000; 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, based on the TRO and TRRO Decisions, individually and together ("Decisions"), Qwest has invoked the change of law provisions of the Agreement and proposed amendments to the Agreement; and

WHEREAS, based on good faith negotiations, the Parties have agreed to amend the Agreement as reflected in 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.

Integra Telecom of Idaho, Inc.

Carolee Wirsbinski
Signature

Carol Wirsbinski
Name Printed/Typed

SVP-Government Affairs
Title

05/19/06
Date

Qwest Corporation

Signature

L.T. Christensen
Name Printed/Typed

Director- Interconnection Agreements
Title

5/22/06
Date

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1.0 Definitions

"Building", for the purposes of identifying the limited number of DS1 or DS3 loops a CLEC may request to that building, shall mean an area under one or more roofs, occupied by one or more customers, served by Qwest regulated cable facilities through a single terminal owned or controlled by Qwest. A building with a single terminal would be considered one building, while a building with multiple terminals would be considered multiple buildings. In multi tenant environments (MTE), a campus with multiple buildings and one terminal would be considered one building.

"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.

"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.

"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.

"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 Title 47.

"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 any mobile wireless telecommunications service, including commercial mobile radio service (CMRS), as set forth in 47 CFR 51.5.

"Network Element" means a facility or equipment used in the provision of a telecommunications service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.

"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.

"Unbundled Network Element" (UNE) is a Network Element that has been defined by the FCC as a Network Element to which Qwest is obligated under 47 U.S.C. Section 251(c)(3) to provide unbundled access or for which unbundled access is provided under CLEC's Agreement and under this Amendment. Nothing in this Amendment is intended to address, implement or affect any obligations Qwest may have under 47 U.S.C. Section 271.

"Wire center." A wire center is the location of a Qwest local Switching facility containing one or more central offices, as the term "central office" is defined in the Appendix to part 36 of Chapter I to Title 47 of the Code of Federal Regulations. The wire center boundaries define the area in which all customers served by a given wire center are located.

"Tier 1 Wire Centers" are 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 competitive LECs. 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" are 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" are 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

2.1 CLEC's Interconnection Agreement may include terms and conditions for certain Network Elements that, under the TRO/TRRO, Qwest is no longer required to offer or is required to offer only in specific circumstances pursuant to Section 251(c)(3) of the Act.

2.2 As of the execution date of and subject to this Amendment, CLEC shall not intentionally order, and Qwest will not be obligated to 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 Section 3.0 following

b) Certain DS3 Loops subject to the requirements of Section 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 except as identified in Section 3.1.7 following

g) Line Sharing

h) Feeder-Sub-Loop

i) Shared Distribution Loops

2.2.2 Transport

a) E-UDIT (Extended Unbundled Dedicated Interoffice Transport); Transport from a CLEC's Premises to a Qwest Wire Center;

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

c) OCn UDIT; including Remote Node/Remote Port and SONET add/drop multiplexing

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

e) Certain DS1 Transport (UDIT) subject to the requirements of Section 4.0 following

f) Certain DS3 Transport (UDIT) subject to the requirements of Section 4.0 following

g) Certain Dark Fiber Transport (UDF-IOF) subject to the requirements of Section 4.1.7 following

2.2.3 Unbundled Switching

a) Packet Switching

b) Mass Market Switching, including UNE-P and related services (Tandem Switching, Signaling Networks) as identified in Section 2.2.3.1

c) Enterprise Local Switching, including UNE-P and related services (Tandem Switching, Signaling Networks) as identified in Section 2.2.3.1

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, 4.1.7.1.2 and 5.1.1.3. Such back billing shall not be subject to billing measurements and penalties.

2.4 So long as CLEC is offering an eligible Telecommunications Service - i.e., not exclusively long distance or mobile wireless services – over the high capacity loop or dedicated transport it may obtain that element as a UNE. If CLEC accesses and uses a UNE consistently with this section, CLEC may provide any Telecommunications Services over that UNE.

2.5 Intentionally Left Blank.

2.6 Intentionally Left Blank.

2.7 Intentionally Left Blank.

2.8 **Non-Impaired Wire Center criteria and requirements** - 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 4.1.7.1.1. CLEC shall provide a blanket letter (certification) or other mutually agreed upon form to document its self-certification.

2.8.1 CLEC and Qwest shall make reasonable and cooperative efforts to (a) transition the embedded Network Elements identified in Sections 2.2.1(a), 2.2.1(b), 2.2.2(a), 2.2.2(b) and 2.2.3 above to CLEC's own facilities or other wholesale facilities or services within (90) ninety days of execution of this Amendment, and (b) transition the embedded Network Elements identified in Sections 2.2.1(c) and 2.2.2(c) above to CLEC's own facilities or other wholesale facilities or services by September 11, 2006.

2.8.2 Qwest shall make available to CLEC a list of Tier 1 and Tier 2 Wire Centers and Non-Impaired Wire Centers (see: http://www.qwest.com/wholesale/clecs/sgatswireline.html#nonimp) that satisfy the criteria in Section 2.2 above and update that list as additional Wire Centers meet these criteria.

2.8.3 Qwest has designated certain Wire Centers as Tier 1 Wire Centers, Tier 2 Wire Centers, and/or as Wire Centers in which DS1 and/or DS3 Loops are no longer available. Upon request, Qwest shall provide CLEC the methodology Qwest has used in making the determination that Wire Centers meet the applicable non-impairment thresholds specified in Section 2.9.1. CLEC's request for, and Qwest's provision of, the methodology will not 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. Nor will it preclude or estop Qwest or CLEC from taking any position in any forum concerning what information may be exchanged between Qwest and CLEC. In addition, CLEC reserves the right to dispute a determination by Qwest that any Wire Center meets the applicable non-impairment thresholds specified in Section 2.9.1 through the dispute resolution provisions of the Agreement or in any appropriate Commission or FCC proceeding. Pursuant to the definition of Fiber-based Collocator, carriers that have entered into merger and/or other consolidation agreements will be treated as affiliates provided that the merged and/or

consolidated entities have provided appropriate notice to Qwest of their merging and/or consolidation.

2.8.4 Additional Non-Impaired Wire Centers. If Qwest determines after the effective date of this Amendment that additional Qwest Wire Centers 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, or that additional Qwest Wire Centers should be reclassified as Tiers 1 or 2, thus impacting the availability of Unbundled DS1, DS3, or Dark Fiber transport, Qwest shall provide notice of its determination to CLEC and to the relevant state commission or the FCC. 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 existing 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. If CLEC makes a commercially reasonable best effort to transition such services and if extraordinary circumstances arise the Parties agree to discuss an alternate time frame. Qwest and CLEC will work together to identify those circuits impacted by such change. Absent CLEC transition of impacted UNEs within the transition periods 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 change charges in the applicable Qwest tariff associated with such conversions.

2.8.5. In the event that (1) Qwest designates a wire center as non-impaired, (2) CLEC converts existing UNEs to other services or orders new services as services other than UNEs, (3) CLEC otherwise would have been entitled to UNEs in such wire center at the time alternative services were provisioned, and (4) Qwest acknowledges or a state or federal regulatory body with authority determines that, at the time Qwest designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then within ninety (90) days of such acknowledgement or determination Qwest and CLEC will work cooperatively to transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances, on the next billing cycle following the transition, Qwest shall credit CLEC the difference between the monthly recurring and non-recurring rate paid by CLEC for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services.

2.9 Service Eligibility Criteria

2.9.1 Except as otherwise provided in this Section 2.9, Qwest shall provide access to Unbundled Network Elements and Combinations of Unbundled Network Elements without regard to whether CLEC seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements. The following Service Eligibility Criteria apply to combinations and/or Commingling of high capacity (DS1 and DS3) Loops and interoffice transport (high capacity EELs). This includes new UNE EELs, EEL conversions (including commingled

EEL conversions), or new commingled EELs (e.g., high capacity loops attached to special access transport).

2.9.1.1 Qwest need not provide access to (1) 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 the requesting telecommunications carrier certifies that all of the following conditions are met.

2.9.1.2 CLEC must certify that the following Service Eligibility Criteria are satisfied to: (1) convert a Special Access Circuit to a high capacity EEL, (2) to obtain a new high capacity EEL; or (3) to obtain at UNE pricing any portion of a Commingled circuit that includes a high capacity Loop and transport facility or service. Such certification shall be in accordance with all of the following Sections.

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 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-equivalent circuit must have at least one (1) local telephone number and each DS3 circuit must have at least twenty-eight (28) local voice numbers assigned to it. 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 within (30) thirty days of provisioning services.

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. CLEC will provide evidence that each circuit terminates in a Collocation arrangement by providing the associated CFA.

In addition:

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 location. CLEC can satisfy this prong through reverse collocation.

2.9.1.2.5.2 Each circuit to be provided to each End User 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 DS1 loops are multiplexed onto DS3 transport facilities the transport facility must be terminated in a Collocation arrangement subject to section 2.9.1.2.5.1 and 2.9.1.2.5.2.

2.9.1.2.6 Interconnection Trunk and Calling Party Number. Each circuit to be provided to each Customer will be served by an Interconnection trunk over which CLEC will transmit the Calling Party's Number in connection with calls exchanged over the trunk. CLEC must arrange for the meaningful exchange of traffic which must include hand-offs of local voice calls that flow in both directions. These arrangements that do not include trunking going in both directions cannot be attributed towards satisfaction of this criterion. At a minimum, each DS1 EEL circuit must be served by a DS0 equivalent LIS trunk in the same LATA as the Customer served by the circuit. For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one (1) active DS1 LIS 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. CLEC will provide the Switch type in the LERG and the CLLI code for the Switch satisfying this criterion.

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

2.9.1.4 CLEC's Service Eligibility for new high capacity combination or Commigled facilities subject to this section 2.9.1 shall remain valid only so long as CLEC continues to meet the Service Eligibility Criteria set forth above. 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 service within thirty (30) Days.

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. Service Eligibility Audits shall be performed in accordance with the following guidelines:

2.9.1.5.1 On an annual basis, Qwest may, upon thirty (30) Days written notice to CLEC that has purchased high capacity combination and Commingled facilities described in section 2.9.1.1, 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 as set forth in section 2.9.

2.9.1.5.3 An independent auditor hired and paid for by Qwest shall perform any Service Eligibility Audits. If a Service Eligibility Audit report concludes that CLEC failed to comply in all material respects with the service eligibility criteria set forth above, then CLEC shall reimburse Qwest for the cost of the audit. To the extent the independent auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Criteria set forth above, Qwest shall 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.

2.9.1.5.5 Qwest may only exercise its Service Eligibility Audit rights with respect to CLEC on an annual basis, unless an audit finds non-compliance.

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.

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 report concludes that high capacity combination and Commingled facilities do not meet the Service Eligibility Criteria above, the CLEC must convert all non-compliant circuits to Private Line/Special Access or alternative service and CLEC must true-up any difference in payments within the first or second billing cycle.

2.9.1.5.11 CLEC may request a copy of the independent auditor's report.

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 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) 115% of the rate the requesting carrier paid for the loop element on June 15, 2004, or (2) 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 15% transitional rate increment will be applied to CLEC's 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 Amendment 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. Once a Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling will be 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 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) 115% of the rate the requesting carrier paid for the loop element on June 15, 2004, or (2) 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 15% transitional rate increment will be applied to CLEC's 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 Amendment execution date.

3.1.3 Failure To Convert Non-Impaired Services – DS1 and DS3 Loops. Absent CLEC Transition of non-impaired DS1 and DS3 Loops within (90) ninety days of execution of this Amendment, Qwest will convert facilities to analogous 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 the non-recurring change charge in the applicable Qwest tariff associated with such conversions.

3.1.4 Intentionally Left Blank.

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. 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.

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 CLEC leases from Qwest as of that date shall be available for lease from Qwest at a rate equal to the higher of (1) 115% of the rate the requesting carrier paid for the loop element on June 15, 2004, or (2) 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 responsibly 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 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, serving an 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 consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a FTTC must connect to a copper distribution plant 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.

3.1.6.1 FTTH/FTTC New Builds. Qwest is not required to provide nondiscriminatory access to a FTTH or a FTTC loop on an unbundled basis where Qwest deploys such a loop to an End User Customer's Premises that has not previously been served by any loop facility.

3.1.6.2 FTTH/FTTC Overbuilds. Qwest is not required to provide access to a FTTH or FTTC loop on an unbundled basis where Qwest deploys such a loop parallel to, or in replacement of, an existing copper loop facility. Notwithstanding the foregoing, where Qwest deploys a FTTH or FTTC loop parallel to, or in replacement of, an existing copper loop facility:

3.1.6.2.1 Qwest shall: (i) leave the existing copper loop connected to the customer's premises after deploying the FTTH or FTTC loop to such premises, and (ii) upon request provide nondiscriminatory access to such copper loop as an Unbundled Network Element. Notwithstanding the foregoing, Qwest shall not be required to incur any expense to ensure that any such existing copper loop remains capable of transmitting signals prior to receiving a request from CLEC for access, as set forth above, in which case Qwest shall restore such copper loop to serviceable condition upon request; provided however, once such requested copper loop has been restored to serviceable condition, it will then be subject to the Performance Indicator Definition, other performance service measurement or intervals, if applicable. Qwest and CLEC will work together to identify or establish time frames associated with such restoration of copper loop. Qwest's obligations under this subsection 3.1.6.2.1 shall terminate when Qwest retires such copper Loop in accordance with the provisions of Section 3.1.6.3 below.

3.1.6.2.2 In the event Qwest, in accordance with the provisions of Section 3.1.6.3 below, retires the existing copper loop connected to the customer's premises, Qwest shall provide nondiscriminatory access, as an Unbundled Network Element, over the FTTH or FTTC loop to a 64 kbps transmission path capable of voice grade service.

3.1.6.3 Retirement of Copper Loops or Copper Subloops and Replacement with FTTH/FTTC Loops. In the event Qwest decides to retire any copper loop or copper Subloop that has been replaced with a FTTH or FTTC

Loop, Qwest will: (i) provide notice of such planned retirement 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 Commission or Board notification that may be required and shall comply with the network disclosure requirements set forth in Section 251(C)5 of the Act and Sections 51.325 thru Section 51.335. Any such notice provided to the FCC shall be deemed approved on the ninetieth (90th) Day after the FCC's release of its public notice of the filing, unless an objection is filed pursuant to the FCC's rules. In accordance with the FCC's rules: (i) a CLEC objection to a Qwest notice that it plans to replace any copper Loop or copper subloop with a FTTH/ FTTC Loop shall be filed with the FCC and served upon Qwest no later than the ninth (9th) business day following the release of the FCC's public notice of the filing and (ii) any such objection shall be deemed denied ninety (90) Days after the date on which the FCC releases public notice of the filing, unless the FCC rules otherwise within that period.

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

3.1.7 Hybrid Loops. A "Hybrid Loop" is a local 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 for the provision of broadband services, Qwest shall provide CLEC with non-discriminatory access on an unbundled basis to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (where impairment has been found to exist) to establish a complete transmission path between Qwest's Central Office and an End User's Customer 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 customer on an unbundled basis.

3.1.8 Subloop Unbundling. A copper Subloop is defined as the distribution 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 at terminals in Qwest's

outside plant (originating outside of the Central Office), including inside wire owned or controlled by Qwest, and terminates at 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. 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, pedestal, Network Interface Device, minimum point of entry, single point of Interconnection, any 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 §§ 51.501 through 51.515. Access to the copper subloop is subject to the FCC's collocation rules. 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.

3.1.8.1 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 Access to Distribution Loops or Intrabuilding Cable Loops at 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. Cross-Connect Collocation, refers to creation of a cross connect field and does not constitute Collocation. The terms and conditions of Collocation do not apply to Cross-Connect Collocation if required at or near an MTE.

3.1.8.3 Retention of Embedded Services – Feeder Subloops. All embedded unbundled Feeder Subloops in place prior to the signature of this Amendment will be grandfathered subject to re-classification upon any modification to or disconnection of the service. Recurring Charge rates effective prior to the signature of this amendment will remain in place. No new requests will be accepted for Feeder SubLoop as a stand alone UNE subsequent to signature of this Amendment.

3.1.9 Line Sharing. Subject to the transitional line sharing conditions in 47 CFR § 51.319(a)(1)(i)(A) and 51.319(a)(1)(i)(B), Qwest shall not be required to provide Line Sharing as a UNE.

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 or Switches.

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 the 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 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.

4.1.1.2 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 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) 115 percent of the rate the requesting carrier paid for the dedicated transport element on June 15, 2004, or (2) 115 percent 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 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) 115 percent of the rate the requesting carrier paid for the dedicated transport element on June 15, 2004, or (2) 115 percent 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 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 Intentionally Left Blank.

4.1.4 Failure To Convert Non-Impaired Services – DS1 and DS3 UDIT. Absent CLEC transition of DS1 and DS3 Transport within (90) ninety days of execution of this Amendment, Qwest will convert facilities to analogous 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 the non-recurring change charge in the applicable Qwest tariff associated with such conversions.

4.1.5 Failure To Convert Non-Impaired Services – OCn UDIT. Absent CLEC transition of OCn Transport within ninety (90) days of Execution of this Amendment, Qwest will convert facilities to month to analogous 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 91st day. CLEC is also responsible for the non-recurring change charge in the applicable Qwest tariff associated with such conversions.

4.1.6 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 analogous 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 91st day. CLEC is also responsible for the non-recurring change charge in the applicable Qwest tariff associated with such conversions.

4.1.7 Unbundled Dark Fiber (UDF) IOF

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

4.1.7.1.1 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.

4.1.7.1.2 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 4.1.7.1.1, shall be available for lease from Qwest at a rate equal to the higher of (1) 115 percent of the rate the requesting carrier paid for the dedicated transport element on June 15, 2004, or (2) 115 percent 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 4.1.7.1.1, 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.

4.1.7.1.3 Billing. The 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.

4.1.7.1.4 Intentionally Left Blank.

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

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.

4.1.8.1 Transition period for dark fiber transport circuits. For an 18-month period beginning on the effective date of the Triennial Review Remand Order, any E-UDF and M-UDF that a CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle pursuant to Section 4.1.8, shall be available for lease from Qwest at a rate equal to the higher of (1) 115 percent of the rate the requesting carrier paid for the E-UDF and M-UDF element on June 15, 2004, or (2) 115 percent 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 element. Where Qwest is not required to provide unbundled dark fiber E-UDF and M-UDF pursuant to Section 4.1.8, CLEC may not obtain E-UDF and M-UDF as unbundled network elements. Qwest and CLEC will work together to identify those circuits impacted.

4.1.8.2 Billing. The 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.

4.1.8.3 Failure To Convert Non-Impaired Networks Elements – E-UDF and M-UDF. Absent CLEC Transition E-UDF and M-UDF as of September 10, 2006, Qwest will begin or maintain the right to begin, disconnect process of 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 CLEC for the purpose of serving end-user customers using DS0 capacity loops.

5.1.1.2 CLEC shall migrate its embedded base of end-user customers off 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 CLEC 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 47 CFR § 51.319, 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 are defined as databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. Where CLEC purchases unbundled local circuit switching from Qwest, Qwest shall allow CLEC to use Qwest's service control point element in the same manner, and via the same signaling links, as Qwest itself. 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, as that term is defined in 47 CFR § 51.319(d)(4)(i)(B)(2).

5.1.1.4.3 Shared transport, as that term is defined in 47 CFR § 51.319(d)(4)(i)(C).

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

5.1.1.5.1 Mass Market Unbundled Switching – Stand Alone: Absent CLEC Transition within (90) ninety days of execution of this Amendment, 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 change charges in the applicable Qwest tariff 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 change charges in the applicable Qwest tariff associated with such conversions.

5.1.1.5.4 Any UNE-P services with Line Splitting: Absent CLEC Transition within (90) ninety days of execution of this Amendment, Qwest will convert services as described above. Line Splitting will be removed from any UNE-P services with Line Splitting.

5.1.2 Enterprise Switching. DS1 Capacity and above (i.e., enterprise market) 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 DS1 capacity and above loops.

5.1.2.1 Transition for DS1 Capacity Unbundled Switching; including UNE-P. Upon the Execution Date of this Amendment, CLEC will not place, and Qwest will not accept, LSRs for Unbundled Local Switching at the DS1 or above capacity. Qwest account representatives will work with CLEC on a plan to convert any existing Unbundled Local Switching at the DS1 or above capacity to other available Qwest products or services, if CLEC so desires. CLEC will submit LSRs to convert or disconnect any existing Unbundled Local Switching at the DS1 or above capacity with Due Dates within ninety (90) Days of the Execution Date of this Amendment.

5.1.2.2 Failure to Convert DS1 Capacity Unbundled Switching: including UNE-P.

5.1.2.2.1 Enterprise Unbundled Switching – Stand Alone: Absent CLEC Transition within (90) ninety days of execution of this Amendment, Qwest will disconnect any remaining services on or after this date.

5.1.2.2.2 Absent CLEC Transition pursuant to the timeline above in 5.1.2.1, Qwest will convert services to the equivalent month to month Resale arrangements. CLEC is subject to back billing for the difference between the rates for the UNEs and rates for the Resale arrangement to the ninety-first (91st) day. CLEC is also responsible for all non-recurring change charges in the applicable Qwest tariff associated with such conversions.

5.1.3 Signaling Networks

5.1.3.1 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 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.

5.1.3.2 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 change charges in the applicable Qwest tariff associated with such conversions.

6.0 Unbundled Network Element Combinations

6.1 Enhanced Extended Loop (EEL)

6.1.1 EEL is available pursuant to the 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 EEL is replaced by the Service Eligibility Criteria described in Section 2.9.

6.1.1.2 CLEC EEL certification process is replaced by the Certification process described in Sections 2.9.1.3.

6.1.1.3 EEL Audit provisions are replaced by the Service Eligibility Audit process described in Sections 2.9.1.5.

6.1.1.4 Service Eligibility Criteria in Section 2.9 apply to combinations of high capacity (DS1 and DS3) loops and interoffice transport (high capacity EELs). This includes new UNE EELs, EEL conversions (including commingled EEL conversions) or new commingled EELs (e.g., high capacity loops attached to special access transport). CLEC cannot utilize combinations of Unbundled Network Elements that include DS1 or DS3 Unbundled Loops and DS1 or DS3 unbundled dedicated interoffice transport (UDIT) to create high capacity EELs unless CLEC certifies to Qwest that the EELs meet the Service Eligibility Criteria in Section 2.9.

6.1.1.5 **Transition for EEL** – CLEC represents that for any embedded EEL ordered subsequent to the Party's TRO/TRRO Amendment, CLEC has provided the appropriate verification of the Service Eligibility Criteria. CLEC will provide verification that all remaining embedded EELs meet the Service Eligibility Criteria in CLEC's Agreement. Qwest account representatives will work with CLEC on a plan to convert any non-compliant EEL to other service arrangements.

6.1.1.6 **Failure to Convert Non-Compliant EEL**. Absent CLEC Transition of non-compliant EEL 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 change charges in the applicable Qwest tariff associated with such conversions.

6.2 Intentionally Left Blank.

6.3 Commingling

6.3.1 Resale Commingling. Upon request, Qwest shall perform the necessary functions to provision Commingling of Telecommunications Services purchased on a resale basis under section 251(c)(4) of the Act with an Unbundled Network Element or combination of Unbundled Network Elements. Notwithstanding the foregoing, non-telecommunications services and Enhanced or Information Services are not available for resale Commingling.

6.3.2 Wholesale Commingling. Upon request, Qwest shall perform the necessary functions to provision Commingling of UNEs and combinations of UNEs with wholesale services and facilities (e.g., Switched and Special Access Services offered pursuant to Tariff). 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 or inputs for mobile wireless services and/or interexchange services, nor shall Qwest deny access on the ground that the UNE or UNE Combination is connected to, attached to, linked to, or combined with a facility or service obtained from Qwest.

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. Performance measurements and\or remedies are not applicable to the total commingled arrangement but 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 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 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.

6.3.5 Entrance Facilities and mid-span meet SPOI obtained pursuant to the Local Interconnection section of the Agreement are not available for Commingling.

6.3.6 Intentionally Left Blank.

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: (1) the multiplexed facility will be ordered and billed at the UNE rate if and only if all circuits entering the multiplexer are UNEs and (2) in all other situations the multiplexed facility will be ordered and billed pursuant to the appropriate Tariff.

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 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.

TRO and TRRO Exhibit A
Transition Rates
Idaho*

Amendment					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	$12.97			*		
9.2.3.3.4.2 Zone 2	$12.97			*		
9.2.3.3.4.3 Zone 3	$14.99			*		
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	$141.29			*		
9.2.3.4.4.2 Zone 2	$143.26			*		
9.2.3.4.4.3 Zone 3	$189.68			*		
9.2.8 Private Line / Special Access to Unbundled Loop Conversion (as is)			$34.50			B
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	$5.46	$0.48		*	*	
9.6.2.5.2 Over 8 to 25 Miles	$5.59	$0.48		*	*	
9.6.2.5.3 Over 25 to 50 Miles	$5.87	$0.27		*	*	
9.6.2.5.4 Over 50 Miles	$5.67	$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	$35.79	$8.11		*	*	
9.6.3.5.2 Over 8 to 25 Miles	$36.30	$2.52		*	*	
9.6.3.5.3 Over 25 to 50 Miles	$33.59	$3.20		*	*	
9.6.3.5.4 Over 50 Miles	$35.35	$2.22		*	*	
9.6.12 Private Line / Special Access to UDIT Conversion (as is)			$131.19			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	$7.63			*		
9.7.4.1.6.2 Termination, Fixed, per Strand / Office / Termination	$0.72			*		
9.7.4.1.6.3 Fiber Cross-Connect, per Strand / Office	$0.36			*		
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	$102.33			**		
9.7.4.2.4 Termination, Fixed, per Strand / Office	$5.55			**		
9.7.4.2.5 Termination, Fixed, per Strand / Premise	$4.53			**		
9.7.4.2.6 Fiber Cross-Connect, per Strand / Office	$3.12			**		
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	$9.92			*		
9.7.5.1.6.2 Termination, Fixed, per Pair / Office / Termination	$1.10			*		
9.7.5.1.6.3 Fiber Cross-Connect, per Pair / Office	$0.66			*		
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 Route / per Pair	$151.02			**		
9.7.5.2.4 Termination, Fixed, per Pair / Office	$8.50			**		

TRO and TRRO Exhibit A
Transition Rates
Idaho*

	Recurring	Recurring, per Mile	Non- recurring	REC	REC, per Mile	NRC
9.7.5.2.5 Termination, Fixed, per Pair / Premise	$7.23			**		
9.7.5.2.6 Fiber Cross-Connect, per Pair / Office	$4.51			**		
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	$2.34			***		
9.11.1.1.2 Each Additional Port	$2.34			***		
9.11.1.2 Digital Line Side Port Transitional Rate (Supporting BRI ISDN) (REC rates effective 3/11/05 thru 3/10/06)	$13.53			***		
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)	$3.43			***		
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	$15.56			***		
9.11.1.4.2 Each Additional Port	$15.56			***		
9.23 UNE Combinations						
9.23.6 UNE Combinations - Loop MUX Combinations (LMC)						
9.23.6.4 DS1 Capable Loop						
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)						
9.23.6.4.3.1 Zone 1	$12.97			*		
9.23.6.4.3.2 Zone 2	$12.97			*		
9.23.6.4.3.3 Zone 3	$14.99			*		
9.23.6.5 Private Line / Special Access to LMC Conversion (as is)			$34.50			B
9.23.7 Enhanced Extended Loop (EEL)						
9.23.7.3 EEL DS1						
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)						
9.23.7.3.3.1 Zone 1	$12.97			*		
9.23.7.3.3.2 Zone 2	$12.97			*		
9.23.7.3.3.3 Zone 3	$14.99			*		
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)						
9.23.7.4.3.1 Zone 1	$141.29			*		
9.23.7.4.3.2 Zone 2	$143.26			*		
9.23.7.4.3.3 Zone 3	$189.68			*		
9.23.7.6 Private Line / Special Access to EEL Conversion (as is)			$34.50			B
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	$5.46	$0.48		*	*	
9.23.7.8.2.5.2 Over 8 to 25 Miles	$5.59	$0.48		*	*	
9.23.7.8.2.5.3 Over 25 to 50 Miles	$5.87	$0.27		*	*	
9.23.7.8.2.5.4 Over 50 Miles	$5.67	$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	$35.79	$8.11		*	*	
9.23.7.8.3.5.2 Over 8 to 25 Miles	$36.30	$2.52		*	*	

TRO and TRRO Exhibit A
Transition Rates
Idaho*

		Recurring	Recurring, per Mile	Non- recurring	REC	REC, per Mile	NRC
9.23.7.8.3.5.3	Over 25 to 50 Miles	$33.59	$3.20		*	*	
9.23.7.8.3.5.4	Over 50 Miles	$35.35	$2.22		*	*	

NOTES:

B Cost Docket QWE-T-01-11, Order No. 29408 (January 5, 2004) rates effective January 5, 2004.

* Transitional Rate Increment calculated 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] TELRIC rates proposed in Cost Docket QWE-1-01-11 testimony filed on November 12, 2003. The case was bifurcated and the rates using this footnote are proposed in Phase 2 of the cost docket.

3 ICB, Individual Case Basis pricing.