

**Triennial Review Remand Order ("TRRO") Wire Center Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Covad Communications Company
for the State of Washington**

This is an Amendment ("Amendment") to reflect the results of certain Wire Center Dockets in the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Covad Communications Company ("CLEC"), a California corporation. Qwest and CLEC shall be known jointly as the ("Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement (such Interconnection Agreement, as amended to date, being referred to as the "Agreement"), for services in the State of Washington, that was approved by the Washington Utilities and Transportation Commission on June 6, 2005, as referenced in Docket No. UT-043045, Order No. 07; and

WHEREAS, the Federal Communications Commission ("FCC") issued 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, on February 4, 2005, the FCC released the *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Order on Remand* (effective March 11, 2005) (Triennial Review Remand Order) (FCC 04-290) ("TRRO"); and

WHEREAS the Parties executed an amendment to the Agreement incorporating terms of the TRRO on May 10, 2006 ("TRRO Amendment"); and

WHEREAS, on or about February 15, 2006, certain CLECs (collectively referred to as "Joint CLECs"), including in some states CLEC, filed requests with the state commissions in Arizona, Colorado, Minnesota, Oregon, and Utah asking that the state commissions, in accordance with the TRRO, develop and approve a list of non-impaired wire centers and a process for future updates of the wire center list; and

WHEREAS, the aforementioned state Commissions opened the following dockets in response to these filings: Arizona (Docket Nos. T-03632A-06-0091; T-03267A-06-0091; T-04302A-06-0091; T-03406A-06-0091; T-03432A-06-0091; and T-01051B-06-0091), Colorado (Docket No. 06M-080T), Minnesota (Docket Nos. P-5692, 5340, 5643, 5323, 465, 6422/M-06-211), Oregon (Docket No. UM 1251), and Utah (Docket No. 06-049-40);

WHEREAS, the Washington Utilities and Transportation Commission (WUTC) investigated Qwest's initial non-impairment list in an existing docket (number UT-053025) established to review the impacts of the TRRO on local competition; and

WHEREAS, on March 3, 2006, Qwest also petitioned for a Commission investigation and expedited proceeding to verify Qwest wire center data, address the nonrecurring

conversion charge, establish a process for future updates of the wire center list, address related issues; and bind all CLECs; and

WHEREAS, the Parties wish to amend the Agreement to reflect certain terms resulting from the publicly filed settlement of issues in the Wire Center Dockets ("Settlement Agreement") and agree to do so under the terms and conditions contained in this Amendment.

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

I.0 DEFINITIONS

The Agreement, including specifically Section 1.0 (Definitions) of the TRRO Amendment to the Agreement, is amended to add the following definitions:

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

"Non-Impaired Facilities" are those network elements identified in an applicable FCC order as no longer available as unbundled network elements ("UNEs") under 47 U.S.C. § 251(c)(3) as reflected in this Agreement based on non-impairment or tier designations and that have been reviewed and approved by the Commission using the process and methodology ordered in a Wire Center Docket.

"Non-Impaired Wire Center" is a Wire Center that the Commission finds meets the loop thresholds identified in CFR 47 §51.319(a)(4)(i) for DS1 Loops, or the loop thresholds identified in CFR 47 §51.319(a)(5)(i) for DS3 Loops, or the Tier 1 or Tier 2 Wire Centers designations as defined in §51.319(e)(3) and that is identified on a Commission-Approved Wire Center List.

"Wire Center Docket" means Commission Docket No. UT-053025 entitled "In the Matter of the Investigation Concerning the Status of Competition and Impact of the FCC's Triennial Review Remand Order on the Competitive Telecommunications Environment in Washington State," and any successor or separate Commission docket in which Qwest files a request(s) to add additional non-impaired wire center(s) to the Commission-Approved wire center list, and the Commission approves addition of wire center(s) to the list.

2.0 Unbundled Network Elements (UNE) General

The Agreement, including specifically Section 2.0 (Unbundled Network Elements General) of the TRRO Amendment to the Agreement, is amended as follows:

2.0.A Whether a high capacity loop or high capacity transport UNE is unavailable, and the date upon which it becomes unavailable, based on non-impairment wire center designations have been or will be determined by the Commission in a Wire Center Docket. The Parties will follow any procedures established by the Commission in the Wire Center Docket with respect to exchange of data and Confidential Information and updating the Commission-Approved Wire Center List. For Non-Impaired Facilities identified using the initial Commission-Approved Wire Center List, CLEC will not order an unbundled DS1 or DS3 Loop or an unbundled DS1, DS3 or Dark Fiber transport circuit when the order would be restricted based on the Wire Center designations identified on the applicable Commission-Approved Wire Center List. Regarding ordering after any additions to the initial Commission-Approved Wire Center List, see Section 2.0.F of this Amendment.

2.0.A.1 Section 2.3 of the TRRO Amendment is hereby replaced with the following language in Sections 2.3 and 2.3.1:

2.3 After execution of this Amendment, Qwest shall back bill the FCC ordered rate increases to March 11, 2005 (except as provided in Section 2.3.1 below), for the time period for which the facilities were in place 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, 4.1.10.1.2 and 5.1.1.3. Such back billing shall not be subject to billing measurements and penalties.

2.3.1 July 8, 2005: The Effective Date of Non-Impairment Designations filed in 2005 after Qwest's initial February 18, 2005 filing and identified in the final column of Attachment A shall be July 8, 2005.

2.0.B Upon receiving a request for access to a high capacity loop or high capacity transport UNE pursuant to Section 2.0 of the TRRO Amendment, Qwest must immediately process the request. Qwest shall not prevent order submission and/or order processing (such as via a system edit, or by requiring affirmation of the self-certification letter information through remarks in the service request, or through other means) for any such facility, unless the Parties agree otherwise in an amendment to the Agreement. Regarding ordering with respect to the initial Commission-Approved Wire Center List, see Section 2.0.A, and regarding ordering after any additions are made to the initial Commission-Approved Wire Center List, see Section 2.0.F. For changes of law, the Parties agree that the change of law provisions contained in the interconnection agreement between the Parties will apply.

2.0.C Intentionally Left Blank.

2.0.D For high capacity loops and high capacity transport UNEs, Qwest will for a period of at least three (3) years from the effective date of a Commission order approving the Settlement Agreement in a Wire Center Docket, assess an effective net non-recurring charge of \$25 for each facility converted from a UNE to an alternative service arrangement, as shown in Exhibit A to this Amendment. Qwest may assess a non-recurring conversion charge in excess of \$25 so long as Qwest provides a clearly identified lump sum credit within three (3) billing cycles that results in an effective net non-recurring charge of \$25. No additional non-recurring charges apply, other than OSS non-recurring charges if applicable. Qwest shall not impose any recurring or nonrecurring OSS charges unless and until the Commission authorizes Qwest to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.

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

2.0.E For high capacity loops and high capacity transport UNEs, Qwest will also provide a clearly identified lump sum credit of \$25 per converted facility to CLEC, if CLEC has converted Non-Impaired Facilities pursuant to the TRRO before the effective date of a Commission order approving the Settlement Agreement in the Wire Center Docket and paid a \$50 non-recurring conversion charge. Qwest will include that disconnected circuit in the lump-sum credit described above if the CLEC provides: (1) the circuit ID of the disconnected circuit; (2) the BAN number on which the disconnected circuit was billed; and (3) the BAN number to which the CLEC would like the credit applied. Once the CLEC has provided this information, Qwest will provide the reimbursement credit as set forth herein. A CLEC will not be required to provide a copy of the disconnection order as a condition of including the disconnected circuit in the lump sum credit provided under this Paragraph.

2.0.F Additional Non-Impaired Wire Centers. When Qwest files a request(s) to add additional Wire Center(s) to the Commission-Approved Wire Center List, Qwest will follow the procedures for making such requests approved by the Commission in the Wire Center Docket. When additional Qwest Wire Center(s) meet the relevant factual criteria discussed in Sections V and VI of the FCC's Triennial Review Remand Order as reflected in the Agreement and the Commission adds the Wire Center(s) to the Commission-Approved Wire Center List, the terms of this Section will apply to facilities subject to the transition based on the addition(s) to the Commission-Approved Wire Center List. Fifteen (15) Days after Commission-approval of addition(s) to that list, CLEC will no longer order impacted High Capacity Loops, high capacity transport UNEs, or Dark Fiber Loop and Dark Fiber Dedicated Transport UNEs in (for loops) or between

(for transport) those additional Wire Centers. Qwest and CLEC will work together to identify those circuits impacted by such change.

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

2.0.F.1.1 When the Commission approves additional DS1 and DS3 loop or high capacity transport UNE non-impairment designations as described in Section 2.0.F, CLEC will have ninety (90) days from the effective date of the order in which the Commission approves the addition to the Commission-Approved Wire Center List to transition the applicable Non-Impaired Facilities to an alternative service.

2.0.F.1.2 When the Commission approves additional Dark Fiber transport non-impairment Designations as described in Section 2.0.F, CLEC will have one-hundred and eighty (180) days from the effective date of the order in which the Commission approves the addition to the Commission-Approved Wire Center List to transition to an alternative arrangement. Qwest and CLEC will work together to identify those circuits impacted by such a change.

2.0.F.1.2.1 In addition to the changes required by Paragraph 2.0.F above, the last sentence of the paragraph entitled "Additional Non-Impaired Wire Centers" of the TRRO Amendment is hereby modified to refer to back billing to the ninety-first (91st) Day "for additional DS1 and DS3 loop or high capacity transport UNE non-impairment designations" and to add "and the one-hundred and eighty first (181st) Day for additional Dark Fiber transport non-impairment designations".

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

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

2.0.F.2.2 For a one-hundred and eighty (180) day period beginning on the effective date on which the Commission approves an addition to the Commission-Approved Wire Center List, any Dark Fiber Dedicated Transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest at a rate equal to 115% of the UNE rates applicable as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.

2.0.F.2.3 The 115% rate described in Sections 2.0.F.2.1 and 2.0.F.2.2 will be applied to CLEC bills on the following bill cycle, and may be applied as a manual adjustment. Any manual bill adjustment for the time period for which the facilities were in place will be applied to each account based on the Billing Telephone Number (BTN) and/or Circuit (CKT) identification number per Billing Account Number (BAN) with an effective bill date as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.

2.0.F.2.4 The non-recurring conversion charge is addressed in Section 2.0.D of this Amendment.

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

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

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

2.0.F.4 Methodology. The Parties agree to use the methodology for non-impairment or tier designations adopted by the Commission in the Wire Center Docket.

2.0.G Section 2.6 is modified to add the following subpart:

2.6.1 For any refunds that are due and owing pursuant to Section 2.6, Qwest will refund the applicable qualifying Joint CLEC no later than sixty (60) days after the Effective Date of the Settlement Agreement in the Wire Center Docket.

II. Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution.

III. Further Amendments

The provisions of this Amendment apply notwithstanding anything in the TRRO Amendment that may be to the contrary. Except as modified herein, the provisions of the Agreement, including the TRRO Amendment, shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

IV. Entire Agreement

Other than the publicly filed Agreement, its Amendments, and the publicly filed Settlement Agreement in the Wire Center Docket, Qwest and CLEC have no agreement or understanding, written or oral, relating to the subject of this Amendment. The publicly filed Settlement Agreement in the Wire Center Docket is not intended to alter or amend the Agreement.

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.

Covad Communications Company



Signature

Douglas Carlen

Name Printed/Typed

Senior VP and General Counsel

Title

4/28/08

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

5/2/08

Date

TRRO - Non-impaired Wire Centers

State	Wire center	CLLI Code	Non-impairment Classification	Non-impaired Elements	Date
AZ	McClintock	TEMPAZMC	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Mesa	MESAAZMA	Tier 2	DS3 Transport	11-Mar-05
	Phoenix East	PHNXAZE	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Phoenix Main	PHNXAZMA	Tier 1, DS3	DS1 and DS3 Transport; DS3 Loops	11-Mar-05
	Phoenix North	PHNXAZNO	Tier 1, DS3	DS1 and DS3 Transport; DS3 Loops	11-Mar-05
	Phoenix Northeast	PHNXAZNE	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Scottsdale Main	SCDLAZMA	Tier 2	DS3 Transport	11-Mar-05
	Tempe	TEMPAZMA	Tier 1, DS3	DS1 and DS3 Transport; DS3 Loops	11-Mar-05
	Thunderbird	SCDLAZTH	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Tucson Main	TCSNAZMA	Tier 2	DS3 Transport	11-Mar-05
	Aberdeen	ENWDCOAB	Tier 2	DS3 Transport	11-Mar-05
	Arvada	ARVDCOMA	Tier 2	DS3 Transport	11-Mar-05
	Aurora	AURRCOMA	Tier 2	DS3 Transport	11-Mar-05
	Boulder	BLDRCOMA	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Capitol Hill	DNVRCOCH	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Colo. Springs Main	CLSPCOMA	Tier 1, DS3	DS1 and DS3 Transport; DS3 Loops	Tier 2 - 11-Mar-05, Tier 1 - 8-Jul-05
	Curtis Park	DNVRCOCP	Tier 1	DS1 and DS3 Transport	Tier 2 - 11-Mar-05, Tier 1 - 8-Jul-05, DS3-L 30+ED
	Denver East	DNVRCOEA	Tier 1, DS3	DS1 and DS3 Transport; DS3 Loops	11-Mar-05
	Denver Main	DNVRCOMA	Tier 1, DS3	DS1 and DS3 Transport; DS3 Loops	Tier 1 - 11-Mar-05, DS3-L 30+ED
	Denver South	DNVRCOSO	Tier 2	DS3 Transport	11-Mar-05
Denver Southeast	DNVRCOSE	Tier 2	DS3 Transport	8-Jul-05	
Dry Creek	DNVRCODC	Tier 1, DS3	DS1 and DS3 Transport; DS3 Loops	11-Mar-05	
Lakewood	LKWDCOMA	Tier 2	DS3 Transport	8-Jul-05	
Northglenn	NGLNCOMA	Tier 2	DS3 Transport	8-Jul-05	
Pikeview	CLSPCOPV	Tier 1	DS1 and DS3 Transport	Tier 2 - 11-Mar-05, Tier 1 - 8-Jul-05	
Sullivan	DNVRCOSL	Tier 1	DS1 and DS3 Transport	Tier 2 - 11-Mar-05, Tier 1 - 8-Jul-05	
MN	Crystal	CRYSMNCR	Tier 2	DS3 Transport	11-Mar-05
	Eagan-Lexington	EAGNMNLB	Tier 2	DS3 Transport	11-Mar-05
	Eden Prairie	EDPRMNEP	Tier 2	DS3 Transport	8-Jul-05
	Maplewood	MPWDMNMA	Tier 2	DS3 Transport	11-Mar-05
	St. Paul Market	STPLMNMK	Tier 1, DS3	DS1 and DS3 Transport; DS3 Loops	11-Mar-05
	Mpls 7th Av.	MPLSMN07	Tier 2	DS3 Transport	11-Mar-05
	Mpls Downtown	MPLSMNDT	Tier 1, DS3, DS1	DS1 and DS3 Transport; DS3 and DS1 Loops	11-Mar-05
	Normandale	BLTNMNN0	Tier 1	DS1 and DS3 Transport	Tier 2 - 11-Mar-05, Tier 1 - 8-Jul-05
	Orchard	GLVYMNOR	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Rochester	ROCHMNRO	Tier 2	DS3 Transport	11-Mar-05
	St. Cloud	STCDMNTO	Tier 2	DS3 Transport	11-Mar-05
	Fargo/Moorhead (ND & Minn)	FARGNDBC	Tier 2	DS3 Transport	11-Mar-05

OR	Bend	BENDOR24	Tier 2	DS3 Transport	11-Mar-05
	Eugene 10th Av.	EUGNOR53	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Medford	MDFDOR33	Tier 2	DS3 Transport	11-Mar-05
	Portland Alpine	PTLDOR11	Tier 2	DS3 Transport	11-Mar-05
	Portland Belmont	PTLDOR13	Tier 2	DS3 Transport	11-Mar-05
	Portland Capitol	PTLDOR69	Tier 1, DS3, DS1	DS1 and DS3 Transport; DS3 and DS1 Loops	11-Mar-05
	Salem Main	SALMOR58	Tier 1	DS1 and DS3 Transport	11-Mar-05
UT	Murray	MRRYUTMA	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Ogden Main	OGDNUTMA	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Provo	PROVUTMA	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Salt Lake City Main	SLKCLUTMA	Tier 1, DS3	DS1 and DS3 Transport; DS3 Loops	11-Mar-05
	Salt Lake City South	SLKCLUTSO	Tier 1	DS1 and DS3 Transport	Tier 1 - 8-Jul-05
	Salt Lake City West	SLKCLUTWE	Tier 1	DS1 and DS3 Transport	Tier 2 - 11-Mar-05, Tier 1 8-Jul-05
WA	Bellevue Glencourt	BLLVWAGL	Tier 2	DS1 and DS3 Transport	11-Mar-05
	Bellevue Sherwood	BLLVWASH	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Kent O'Brien	KENTWAOB	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Olympia Whitehall	OLYMWA02	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Seattle Atwater	STTLWA05	Tier 1	DS1 and DS3 Transport	8-Jul-05
	Seattle Campus	STTLWACA	Tier 1	DS1 and DS3 Transport	8-Jul-05
	Seattle Cherry	STTLWACH	Tier 2	DS3 Transport	11-Mar-05
	Seattle Dumwamish	STTLWADU	Tier 2	DS3 Transport	8-Jul-05
	Seattle East	STTLWA03	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Seattle Elliott	STTLWAEI	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Seattle Main	STTLWA06	Tier 1, DS3, DS1	DS1 and DS3 Transport; DS3 and DS1 Loops	11-Mar-05
	Spokane Riverside	SPKNWA01	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Tacoma Fawcett	TACMWAFa	Tier 2	DS3 Transport	11-Mar-05

NOTES:

DS1 Transport circuits provided by Qwest that originate in a "Tier 1" wire center and terminate in a "Tier 1" wire center are considered non-impaired.

DS3 Transport circuits provided by Qwest that originate in a "Tier 1" or "Tier 2" wire center and terminate in a "Tier 1" or "Tier 2" wire center are considered non-impaired.

DS1 loops provided by Qwest that reside in a wire center classified as "DS1 Loops" are considered to be non-impaired.

DS3 loops provided by Qwest that reside in a wire center classified as "DS3 Loops" are considered to be non-impaired.

30 days + ED = 30 days after Commission Order approving Settlement Agreement with Attachment A