

Exhibit 1

Portions of the 2003 Interconnection Agreement and First Amendment¹

2003 Interconnection Agreement:

§ 4.24
§ 4.67
§ 7.3.4.3
§ 7.3.6.1

First Amendment:

§ 2.1

¹ *Agreement for Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services, and Resale of Telecommunication Services Provided by Qwest Corporation in the State of Washington with Level 3 Communications, LLC*, UT-023042 (filed Mar. 7, 2003) (“2003 Interconnection Agreement”); *Request for Approval of First Amendment to Interconnection Agreement Between Level 3 Communications, LLC, and Qwest Corporation*, UT-023042 (filed March 6, 2006) (“First Amendment”).

**AGREEMENT FOR TERMS AND CONDITIONS FOR INTERCONNECTION,
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,
AND RESALE OF TELECOMMUNICATION SERVICES
PROVIDED BY
QWEST CORPORATION
IN THE STATE OF WASHINGTON
WITH LEVEL 3 COMMUNICATIONS, LLC**

4.19 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing. There are 28 DS1s in a DS3.

4.20 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

4.21 "Enhanced Services" means any service offered over common carrier transmission facilities that employ computer processing applications that act on format, content, code, protocol or similar aspects of a subscriber's transmitted information; that provide the subscriber with different or restructured information; or involve end-user interaction with stored information.

4.22 "Exchange Access (IntraLATA Toll)" is defined in accordance with Qwest's current IntraLATA toll serving areas, as determined by Qwest's state and interstate Tariffs and excludes toll provided using Switched Access purchased by an IXC.

4.23 "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Telcordia document that defines industry standards for exchange message records.

4.24 "Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the local calling area determined by the Commission.

4.25 "Facility Complete Date" or "FCD" means the date all pre-service tests are performed, including stress tests.

4.26 "Finished Services" means complete end to end services offered by Qwest to wholesale or retail customers. Finished Services do not include Unbundled Network Elements or combinations of Unbundled Network Elements. Finished Services include voice messaging, Qwest provided DSL, Access Services, private lines, retail services and resold services.

4.27 "Firm Order Confirmation" or "FOC" means the notice Qwest provides to CLEC to confirm that the CLEC Local Service Order (LSR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by Qwest for the provisioning of the service requested.

4.28 Individual Case Basis - (ICB) - Each UNE or resale product marked as ICB will be handled individually on a pricing and/or interval commitment basis. Where ICB appears, CLEC should contact their account team for pricing, ordering, provisioning or maintenance information.

4.29 Intentionally left blank for numbering consistency.

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4.31 "Integrated Digital Loop Carrier" means a subscriber Loop carrier system, which integrates multiple voice channels within the switch on a DS1 level signal.

4.32 "Interconnection" is as described in the Act and refers to the connection between

4.65 "Service Date" or "SD" means the date service is made available to the end-user. This also is referred to as the "Due Date."

4.66 "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives and processes Common Channel Signaling (CCS) messages.

4.67 "Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access Services. Switched Access Service is a tariffed product and is subject to the terms and conditions of the Qwest Switched Access Tariffs as modified from time to time. Switched Access traffic is traffic that originates at one of the Party's end users and terminates at an IXC point of presence, or originates at an IXC point of presence and terminates at one of the Party's end users, whether or not the traffic transits the other Party's network.

4.68 "Tariff" as used throughout this Agreement refers to Qwest interstate Tariffs and state Tariffs, price lists, price schedules and catalogs, except to the extent the context requires a different interpretation.

4.69 "Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

4.70 "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

4.71 "Unbundled Network Element Platform (UNE-P)" – is a combination of Unbundled Network Elements, including Unbundled Loop, Unbundled Local Switching and Shared Transport. There are several forms of UNE-P, including but not limited to single line residence, single line business, and PBX Trunks.

4.72 "UNE Combination" means a combination of Unbundled Network Elements provided for in this Agreement. Such combinations are to be provided to CLEC at rates in accordance with Section 252(d)(1) of the Act.

4.73 "Wire Center" denotes a building or space within a building that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more central offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located.

4.74 "Wired and Office Tested Date" or "WOT" means the date by which all intraoffice

the EAS/Local calling area, and the terminating Party performs the query, mileage sensitive tandem transmission rates will apply which reflect the distance to the end office to which the call has been ported.

7.3.4.2.4.1 To determine the responsible originating carrier of unqueried calls for purposes of identification of the carrier to billed LNP query charges, Qwest and CLEC are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

7.3.4.3 The Parties agree to exchange all EAS/Local (§251(b)(5)) and ISP-bound traffic (as that term is used in the FCC ISP Order) at the FCC ordered rate, pursuant to the FCC ISP Order. The FCC ordered rate for ISP-bound traffic will apply to EAS/Local and ISP-bound traffic in lieu of End Office call termination and Tandem Switched Transport.

7.3.5 Miscellaneous Charges

7.3.5.1 Cancellation charges will apply to cancelled LIS trunk orders, based upon the critical dates, terms and conditions in accordance with the Access Service Tariff Section 5.2.3, and the Trunk Nonrecurring Charges referenced in this Agreement.

7.3.5.2 Expedites for LIS trunk orders are allowed only on an exception basis with executive approval within the same timeframes as provided for other designed services. When expedites are approved, expedite charges will apply to LIS trunk orders based on rates, terms and conditions described in Exhibit A.

7.3.5.3 Construction charges are described in Exhibit A of this Agreement.

7.3.6 ISP-Bound Traffic

7.3.6.1 The Parties shall exchange ISP-bound traffic pursuant to the compensation mechanism set forth in the FCC ISP Order.

7.3.6.2 For States where the Parties were exchanging traffic pursuant to interconnection agreements prior to April 18, 2001, compensation for traffic exchanged under this Agreement shall be as set forth in the following paragraphs.

7.3.6.2.1 Identification of ISP-Bound traffic -- Qwest will presume traffic delivered to CLEC that exceeds a 3:1 ratio of terminating (Qwest to CLEC) to originating (CLEC to Qwest) traffic is ISP-bound traffic. Either Party may rebut this presumption by demonstrating to the state Commission that the traffic above this ratio is in fact EAS/Local (§251(b)(5)) Traffic delivered to non-ISP customers, which is subject instead to the compensation mechanisms, set forth in Section 7.3.4.3 above. The same identification procedures and presumption shall apply for CLEC traffic delivered to Qwest in terminating traffic as well.

7.3.6.2.2 Growth Ceilings for ISP-Bound Traffic -- Intercarrier compensation for ISP-bound traffic originated by one Party and terminated by the other Party will be subject to a growth ceiling, as defined below. The originating carrier shall not be

**First Amendment to the Interconnection Agreement
Between Qwest Corporation and
Level 3 Communications, LLC. for the State of Washington**

This amendment (“Amendment”) amends the Interconnection Agreement for the State of Washington between Qwest Corporation (“Qwest”) and Level 3 Communications, LLC (“Level 3”). Qwest and Level 3 may be referred to individually as “Party”, or collectively as the “Parties”.

Recitals

WHEREAS, Qwest and Level 3 entered into an interconnection agreement pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (“the Act”) which was approved by the Washington Utilities and Transportation Commission (“Commission”) on or about February 5, 2003, as referenced in Docket No. UT-023042 (hereinafter the “Agreement”); and

WHEREAS, the Federal Communications Commission (“FCC”) issued an Order, in WC Docket No. 03-171 effective October 18, 2004 (*Core Order*)¹; and

WHEREAS, the Parties wish to amend the Agreement to reflect the aforementioned order under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, for and in consideration of the promises and covenants contained in this Amendment, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to the language as follows in lieu of existing contract language in Section 7.3.6 of the Agreement:

1. Definitions

For purposes of this Amendment, the following definitions apply:

- 1.1. New Markets Rule – In the 2001 ISP Remand Order the FCC concluded that different interim intercarrier compensation rules should apply if two carriers were not exchanging traffic pursuant to an interconnection agreement prior to the adoption of the FCC’s ISP Remand Order.² This rule applied, for example, when a new carrier entered a market or an existing carrier expanded into a market it

¹ *Petition of Core Communications, Inc. For Forbearance Under 47 U.S.C. § 160(C) From Application of The ISP Remand Order*, 19 FCC Rcd. 20,179, 20,189 (2004).

² *In The Matter Of Implementation Of The Local Competition Provisions In The Telecommunications Act Of 1996, Intercarrier Compensation for ISP-Bound Traffic*, Order on Remand and Report and Order, 2001 WL 455869 (F.C.C.), 16 FCC Rcd. 9151 (2001).

previously had not served. In the Core Order, effective October 8, 2004, the FCC has removed this restriction.

- 1.2. Growth Caps - In the ISP Remand Order, the FCC also imposed a cap on total ISP-bound minutes for which a LEC could receive compensation equal to the total ISP-bound minutes for which the LEC was previously entitled to compensation, plus a 10 percent growth factor.

2.0 ISP-Bound Traffic

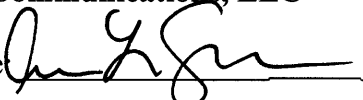
- 2.1 The Parties shall exchange ISP-bound traffic pursuant to the compensation mechanism set forth in the FCC *Core Order*.
- 2.2 Compensation for ISP-bound traffic will be at the rate of \$0.0007 per minute of use without limitation as to the number of MOU ("minutes of use") or whether the MOU are generated in "new markets" as that term has been defined by the FCC.
- 2.3 Notwithstanding any other term or provision of the Agreement, and for the removal of any doubt, it is the Parties' intention to eliminate minute of use growth caps and new market restrictions, as applicable, for intercarrier compensation between the Parties for ISP-bound traffic.

3.0 Effective Date

3. This Amendment shall be deemed effective upon approval by the Commission; however Qwest will adopt the rate-affecting provisions for ISP-bound traffic as of October 8, 2004, the effective date of the Order.

This Amendment constitutes the full and entire understanding and agreement between the Parties with regard to the subject of this Amendment and supersedes any prior understandings, agreements, amendments or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject of this Amendment. 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.

Level 3 Communications, LLC

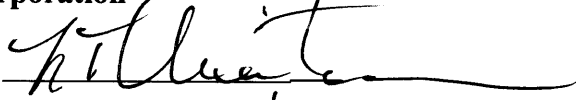
Signature: 

Printed Name: Andrea L. Gavalas

Date: 3/1/06

Title: VP

Qwest Corporation

Signature: 

Printed Name: LT Christensen

Date: 3/3/06

Title: Director