

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement (“Settlement Agreement”) is made on this 23rd day of February, 2007 (“the Effective Date”) by and between Verizon Business Global LLC (formerly MCI LLC, successor in interest to MCI, Inc.) on behalf of itself and its subsidiaries, including without limitation MCI Communications Services, Inc. (formerly known as MCI WorldCom Communications, Inc., and successor-in-interest to WorldCom Technologies, Inc.), Verizon Business Network Services Inc. (formerly known as MCI Network Services, Inc.), MCI Communications Corporation, , MCImetro Access Transmission Service LLC, (successor-in-interest for purposes of this Settlement Agreement to Brooks Fiber Communications of Idaho, Inc., Brooks Fiber Communications of Minnesota, Inc., Brooks Fiber Communications of New Mexico, Inc., Brooks Fiber Communications of Tucson, Inc., Brooks Fiber Communications of Utah, Inc., MFS Intelenet, Inc., and previously referred to in some contexts as MCI Access Transmission Services, Inc., MCImetro ATS, Inc., Teleconnect Long Distance Service & Systems Company (formerly known as Teleconnect Company), TTI National, Inc., and Telecom*USA, Inc.)(Verizon Business Global LLC and its subsidiaries referenced above are collectively referred to hereinafter as “Verizon Business”), and Qwest Corporation (“Qwest”), formerly known as U S WEST Communications, Inc., a corporation organized under the laws of the State of Colorado. All parties to this Settlement Agreement are collectively referred to as “Parties” and individually as a “Party.” This Agreement is made as a compromise between the Parties for the complete and final settlement of their claims, differences, and causes of action with respect to the dispute described below.

RECITALS

WHEREAS, the Parties provide and bill each other for various services and facilities provided to one another pursuant to local interconnection agreements (“ICAs”) entered into pursuant to Sections 251/252 of the Federal Telecommunications Act of 1934 as Amended (“Act”);

WHEREAS, the ICAs are filed and approved by state utility commissions with jurisdiction over telecommunications services (the “Commissions”) and contain certain obligations relating to the payment of reciprocal compensation for local traffic exchanged between the Parties and the use of facilities connecting the Parties’ networks;

WHEREAS the Parties dispute (i) the amount of money each owes to the other under the terms of the ICAs since April 1, 2004, for the transport and termination of local traffic originated on one Party's network and terminated on the network of the other Party; (ii) whether ISP-bound traffic is subject to reciprocal compensation under the ICAs, and if so, at what rate; (iii) whether the Parties may use interconnection facilities including without limitation Local Interconnection Service ("LIS") trunking and Single Point of Presence ("SPOP") network arrangements for the exchange of ISP-bound traffic; (iv) whether ISP-bound calls dialed with a local dialing pattern between callers and ISP modems in different local calling areas ("VNXX ISP Traffic") are subject to reciprocal compensation obligations and are able to be exchanged over LIS trunking and SPOP arrangements, or are subject to terminating access charges; (v) what rates apply to the facilities over which VNXX ISP Traffic is exchanged; and (vi) whether any true-up of local, ISP, or VNXX usage or facilities charges is due and owing under the Interim Amendment for Certain Disputed Traffic entered by the Parties in connection with certain ICAs (collectively, items (i) through (vi) are referred to herein as the "Reciprocal Compensation Dispute");

WHEREAS, on August 9, 2006, Verizon Business initiated arbitration proceedings against Qwest with the International Institute for Conflict Prevention and Resolution, CPR File No. G-06-39N, regarding the amount of money, if any, owed to Verizon Business by Qwest for reciprocal compensation on local traffic from April 1, 2004, through the date of any arbitrators' award (the "CPR Arbitration").

WHEREAS, Qwest has initiated litigation against Verizon Business and several affiliates in the US District Court for the District of Colorado, Civil Action No. 06-cv-00033-REB-MJW (the "District Court Case") and in the US Bankruptcy Court for the Southern District of New York, Chapter 11 Case No. 02-13533 (AJG) (the "Bankruptcy Court Case"), regarding access charges under state and federal tariffs (collectively, the District Court Case and the Bankruptcy Court case are referred to herein as "the Access Cases"); and

WHEREAS, on May 22, 2006 Qwest filed a Formal Complaint against MCIMetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services and other entities before the Washington Utilities and Transportation Commission in Docket No. UT-063038 seeking an order prohibiting the use of VNXX numbering in the state of Washington (the "Washington VNXX Proceeding"),

WHEREAS, the claims and defenses raised or that could have been raised in the Reciprocal Compensation Dispute, the CPR Arbitration, the Access Cases, and the Washington VNXX Proceedings are hereinafter referred to collectively as “the Disputes;”

WHEREAS, the Parties desire to avoid the necessity, expense, inconvenience and uncertainty of litigation and to resolve and settle all claims and disputes between them, known or unknown, arising out of, or in any way related directly or indirectly to, the Disputes, and

WHEREAS, the Disputes are defined herein; and other disputes and relationships that may exist between the Parties are neither resolved nor addressed in this Settlement Agreement.

NOW THEREFORE, in consideration of the mutual promises, releases, agreements, covenants and other valuable consideration contained herein, the sufficiency of which is acknowledged by the Parties to the Settlement Agreement, Verizon Business and Qwest agree as follows:

1. SETTLEMENT

1.1 Qwest agrees to a

(the “Settlement Amount”), which represents a payment to resolve these historical Disputes. No portion of the Settlement Amount is intended to resolve or affect any forward-looking obligations from the Disputes as defined.

1.2 Within ten (10) days of signing the Settlement Agreement, Qwest and Verizon Business agree to prepare and file original, executed stipulations or motions to dismiss the Access Cases with prejudice;

1.3 Within ten (10) days of signing the Settlement Agreement, Qwest agrees to prepare and file an original, executed motion to dismiss with prejudice Verizon Business from the Washington VNXX Proceeding. It is expressly observed that in connection with this Settlement Agreement, Qwest is not withdrawing or modifying its claims or positions as against any other carrier in Washington that uses VNXX.

- 1.3.1 The Parties further agree to use best efforts to achieve the Washington Commission's approval of the Settlement Agreement. In the event that this Settlement Agreement is rejected by the Washington Commission and Verizon Business is not dismissed from the Washington VNXX Proceeding, the Parties agree to alter all procedural schedules related to the Washington VNXX Proceeding in order to allow the Parties to submit testimony that was forgone as a result of this Settlement Agreement.
- 1.4 Within ten (10) days of signing the Settlement Agreement, Verizon Business shall withdraw and dismiss with prejudice the CPR Arbitration.
- 1.5 Within ten (10) days of signing the Settlement Agreement, the Parties shall execute all ICA amendments necessary to implement an intercarrier compensation mechanism for reciprocal compensation for all local traffic and internet bound traffic exchanged between the Parties (the "Amendment" or "Amendments"). Those Amendments shall be substantially in the form attached hereto as Exhibits B-1, B-2 and B-3 and reflect the amounts and figures reflected in Exhibit C as applicable for each state.
- 1.5.1 The Amendments shall be deemed effective upon approval by the appropriate state Commission; however, the Parties agree to implement the provisions of the Amendment as of January 1, 2007.
- 1.5.2 In consideration of the mutual promises, releases, agreements, covenants and other valuable consideration contained herein; the Parties agree to mutually refrain from seeking any further payment for charges related to the Disputes which have or could have accrued prior to January 1, 2007, and for billing purposes, all balances related to the Disputes, will be placed at a zero balance as it related to charges prior to January 1, 2007.
- 1.5.2.1 Qwest further agrees not to block any orders for SPOP or LIS trunking associated with this traffic.
- 1.5.3 The Amendment shall be promptly filed in all states in which Qwest operates as an ILEC and in which Verizon Business has interconnection agreements with Qwest. Neither party may seek a stay of any state Commission's approval of the Amendment nor may either

Party in any way seek to delay, postpone or interfere with any state Commission's approval of this Amendment, and the Parties will cooperate in the effort to obtain state commission approval of the Amendments. In the event that the Parties enter into a new Section 251/252 interconnection agreement on or before December 31, 2008 that replaces and supersedes the Agreement ("Replacement Agreement"); the Parties shall also incorporate and file this Amendment into the Replacement Agreement.

1.5.3.1 In the event that any state Commission delays, postpones, or denies the Parties' application for approval of the Amendment, the Parties will use best efforts to implement an intercarrier compensation mechanism for reciprocal compensation for all local traffic, ISP-bound traffic, and VNXX ISP Traffic exchanged with the same economic impact as the forms attached hereto as Exhibits B-1, B-2 and B-3 and C.

1.6 This Settlement Agreement shall finally settle and resolve, all claims, known or unknown, fixed or contingent, matured or unmatured, legal or equitable, liquidated or unliquidated, which were asserted or which could have been asserted by Verizon Business and/or Qwest arising out of or related directly or indirectly to the Disputes as of the date of this Agreement, including, but not limited to, legal expenses, attorneys' fees, and litigation costs.

2. RELEASE

2.1 In consideration hereof, Qwest, its predecessors, successors, parents, direct subsidiaries, indirect subsidiaries, affiliates, assigns, heirs, agents, and attorneys (the "Qwest Releasers") hereby remise, release and forever discharge Verizon Business, and all its predecessors, successors, parents, direct subsidiaries, indirect subsidiaries, affiliates, and their assigns, agents, directors, officers, employees, heirs, personal representatives, and shareholders (the "Verizon Business Releasees") from and against all actions, causes of action, claims, suits, debts, damages, judgments, liabilities, demands and controversies whatsoever, whether matured or unmatured, whether at law or in equity, whether before a local, state or federal court or state or federal administrative agency, commission or arbitration, or any other tribunal with applicable jurisdiction, and whether now known or unknown, liquidated or unliquidated, that any of the Qwest Releasers now has or may have had, or thereafter claims to have, regarding any acts,

omissions, transactions or occurrences at any time prior to and including the Effective Date related to the Disputes, on behalf of itself, or any other person or entity (the "Qwest Claims").

2.2 In consideration hereof, Verizon Business, its predecessors, successors, parents, direct subsidiaries, indirect subsidiaries, affiliates, assigns, heirs, agents, and attorneys (the "Verizon Business Releasers") hereby release and forever discharge Qwest, and all its predecessors, successors, parents, direct subsidiaries, indirect subsidiaries, affiliates, and their assigns, agents, directors, officers, employees, heirs, personal representatives, and shareholders (the "Qwest Releasees") from and against all actions, causes of action, claims, suits, debts, damages, judgments, liabilities, and demands whatsoever, whether matured or unmatured, whether at law or in equity, whether before a local, state or federal court or state or federal administrative agency or commission or arbitration, or any other tribunal with applicable jurisdiction, and whether now known or unknown, liquidated or unliquidated, that Verizon Business Releasers now has or may have had, or thereafter claims to have, regarding any acts, omissions, transactions or occurrences at any time prior to and including the Effective Date related to the Disputes, on behalf of itself, or any other person or entity (the "Verizon Business Claims").

2.3 The Parties warrant and represent that (1) neither has assigned, pledged, hypothecated, or otherwise divested itself or encumbered any part of the Qwest Claims or the Verizon Business Claims, as applicable, being released hereby; (2) no other person or entity has any interest in or ownership of the Qwest Claims or the Verizon Business Claims, as applicable, covered by this release; (3) the Parties will indemnify, defend, and hold each other harmless from and against any of all of any part of the Qwest Claims or the Verizon Business Claims, as applicable, so assigned, pledged, hypothecated, divested or encumbered.

2.4 The Parties warrant that each has all requisite authority and permission to enter into the Settlement Agreement and bind all parties to the Disputes and that upon execution of this Settlement Agreement, this Settlement Agreement shall be a binding agreement on all parties to one or more of the Disputes.

3.0 NO ADMISSION OF LIABILITY

3.1 It is understood and agreed between the Parties that this Settlement Agreement is a compromise of the Disputes, and shall never be construed as an admission of liability, wrongdoing or

responsibility on the part of any Party, or on the part of any Party's predecessors, successors, assigns, agents, parents, subsidiaries, affiliates, officers, directors, employees, heirs, personal representatives, or shareholders. Rather, the Parties expressly deny such liability, wrongdoing or responsibility. Moreover, neither the settlement set forth herein nor any Parties' negotiation, execution, and/or performance of this Agreement, including any filings or approvals required herein shall be construed by any person or in any court, agency, arbitration, or any other tribunal with applicable jurisdiction whatsoever as a present or past admission of liability, wrongdoing or responsibility.

4.0 CONFIDENTIALITY

4.1 The Parties agree that this Settlement Agreement and its terms are and shall be kept confidential by the Parties. Except to the extent necessary to enforce this Settlement Agreement or to the extent that either of the Parties reasonably believes it is required by law to disclose certain of the terms of this Settlement Agreement to its stockholders, or in the filings with the Securities and Exchange Commission, a state or federal regulatory body; or to the extent that either of the Parties is required to disclose the terms of its individual settlement to the taxing authorities, preparers, or others with respect to tax matters; or to the extent required by subpoena or other order of a court or government body of competent jurisdiction or at the request of the FCC; the terms and conditions of this Settlement Agreement, including the amounts of any payment shall remain confidential and shall not be disclosed. To the extent required by subpoena or other written order, rule, or regulation of a court or government body of competent jurisdiction, the Party being compelled to provide the information will notify the other Party within five (5) business days of receipt of the subpoena or written order. Subject to the same exceptions set forth above, the Parties and their counsel agree that they will not comment on the substance or terms of this Settlement Agreement to any person or entity unless written consent is given by the other, except to the effect that the Disputes were resolved amicably, that the Parties and their counsel are bound by the limitations of this Settlement Agreement, and as set forth in this paragraph. Notwithstanding the foregoing, this Settlement Agreement and its terms may be disclosed to any person who releases claims or against whom claims are released under this Settlement Agreement.

5.0 MISCELLANEOUS TERMS AND CONDITIONS

- 5.1 Each Party agrees to bear its own attorneys' fees and costs in connection with the Disputes and the negotiation and execution of this Settlement Agreement.
- 5.2 The Parties represent and warrant that (i) each is duly incorporated and/or organized and is in good standing under the laws of the jurisdiction of its incorporation and in the locations where doing business, (ii) each has the right, power, and authority necessary to enter into, execute, deliver, and perform under this Settlement Agreement as the binding agreement of such Party, to agree to the terms and conditions set forth herein, and to receive payments or credits in settlement of the Disputes, or otherwise perform under the Settlement Agreement; (iii) that neither of the Parties has disposed of any of the Qwest Claims or the Verizon Business Claims, (iv) that the execution, delivery, and performance of this Settlement Agreement does not and will not violate any applicable law or regulation, and (v) this Settlement Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid and binding obligation.
- 5.3 The Parties agree that any provision of this Settlement Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be rendered ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- 5.4 The Settlement Agreement including all matters of construction, validity and performance shall be governed by, and construed in accordance with, the laws of the New York without giving effect to the choice of law or conflicts of law provisions thereof.
- 5.5 The Parties agree to cooperate fully, to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Settlement Agreement, including, without limitation, withdrawing with prejudice the Qwest Claims and the Verizon Business Claims from the court, arbitrators, regulatory or other governmental body before whom such Claims were pending.

- 5.6 This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or electronically scanned signature shall be deemed sufficient. All Parties agree, however, that if facsimile or electronically scanned signatures are used, an original signature will be provided within ten (10) days of the date of execution of this Settlement Agreement.
- 5.7 Qwest represents and warrants that it has not and will not file any complaints or other claims against Verizon Business, or any of its predecessors, successors, parents, subsidiaries, affiliates, assignees, agents, directors, officers, and employees with any federal, state or local court, administrative agency or commission, arbitrator, or any other tribunal with applicable jurisdiction relating directly or indirectly to or arising out of the Disputes.
- 5.8 Verizon Business represents and warrants that it has not and will not file any complaints or other claims against Qwest, or any of its predecessors, successors, parents, subsidiaries, affiliates, assignees, agents, directors, officers, and employees with any federal, state or local court, administrative agency or commission, arbitrator, or any other tribunal with applicable jurisdiction relating directly or indirectly to or arising out of the Disputes.
- 5.9 Qwest acknowledges, represents and warrants that the execution, delivery and performance of this Settlement Agreement will not result in any violation or be in conflict with its certificate of incorporation or by-laws or any agreement, order, judgment, decree, statute, rule or regulation applicable to Qwest.
- 5.10 Verizon Business acknowledges, represents and warrants that the execution, delivery and performance of this Settlement Agreement will not result in any violation or be in conflict with certificate of incorporation or by-laws or any agreement, order, judgment, decree, statute, rule or regulation applicable to Verizon Business.
- 5.11 The Parties acknowledge, represent and warrant that each has been fully advised by its attorney(s) concerning the execution of this Settlement Agreement, that each has fully read and understands the terms of this Settlement Agreement, and that each has freely and voluntarily executed this Settlement Agreement. Each Party has participated in the creation of this

Settlement Agreement. No legal principle interpreting the Settlement Agreement against the drafter will apply.

5.12 This Settlement Agreement reflects the entire agreement and understanding between the Parties with respect to the settlement contemplated herein, supersedes all prior or contemporaneous agreements, arrangements, understandings, communications, representations or warranties, both oral and written, related to the Disputes. This Agreement may be modified or waived, in whole or in part, only by a written document signed by all Parties.

5.13 No failure or delay by any Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

5.14 Neither Party may assign this Settlement Agreement in whole or in part without the prior written consent of the other Parties. Upon the Effective Date, this Agreement shall be binding on the Parties and their respective successors and permitted assigns.

5.15 Any notices or other written communications required under this Agreement shall be served upon the Parties via telecopier with receipt confirmation and/or overnight priority mail as follows:

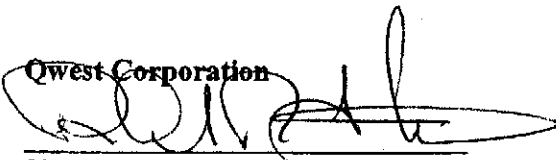
5.15.a For Verizon Business (notice to Verizon Business shall constitute notice to any of the affected subsidiaries):
Theresa A. Coetzee
Assistant General Counsel
VERIZON BUSINESS
1133 19th Street, NW
Washington, DC 20036

5.15.b For Qwest:
Tim Goodwin
QWEST SERVICES CORPORATION
1801 California Street
10th Floor
Denver, Colorado 80202

The notice contact information set forth above may be changed by written notice sent in accordance with this section. Notices shall be deemed effective upon receipt.

- 5.16 The Parties represent and agree that they have entered this Settlement Agreement and the settlement of the Disputes contained in this Settlement Agreement with the understanding that approval of the Bankruptcy Court is not required. To the extent that any such approval is required, the parties agree to cooperate to promptly obtain any required approval(s).
- 5.17 The headings contained in this Settlement Agreement are for convenience of reference only and shall have no effect on the interpretation or operation hereof.

IN WITNESS THEREOF, the Parties have fully executed this Settlement Agreement as of the date of the last signature below.

Qwest Corporation

Signature
Roland R. Thornton
Printed Name
Exec. Vice President
Title

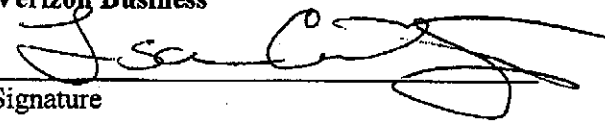
Verizon Business

Signature
THERESA A. COETZEE
Printed Name
ASST. GENERAL COUNSEL
Title

Exhibit A

Exhibit B-1

**Amendment Regarding Certain Reciprocal Compensation and Network
Interconnection Rates, Terms and Conditions
to the Interconnection Agreement between
Qwest Corporation and
MCImetro Access Transmission Services LLC
for the State of STATE**

This is an amendment ("Amendment") to incorporate certain reciprocal compensation and network interconnection rates, terms and conditions into the Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and MCImetro Access Transmission Services LLC ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties."

RECITALS

WHEREAS, CLEC and Qwest entered into an interconnection agreement (such interconnection agreement, as amended to date, being referred to herein as the "Agreement") for services in the state of STATE which was approved by the STATE Commission ("Commission"); and

WHEREAS, that Agreement memorialized certain reciprocal compensation and network interconnection disputes (the "Disputes") between the Parties; and

WHEREAS, the Parties wish to amend the Agreement to reflect their settlement of the Disputes and hereby agree to do so under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Amendment Terms.

The Agreement is hereby amended to incorporate the rates, terms and conditions set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference. In addition, the Parties agree that this Amendment terminates and supersedes in its entirety (1) all conflicting provisions regarding reciprocal compensation in the Agreement; (2) the Amendment for Relative Use Factor originally executed on DATE, and (3) the Interim Amendment For Certain Disputed Traffic, originally executed on DATE and filed as an amendment to the Agreement. The Parties further agree to waive all true up rights they may have under the Interim Amendment For Certain Disputed Traffic.

II. Conflicts.

In the event of a conflict between this Amendment and the terms and conditions of the Agreement, this Amendment shall control.

III. Scope.

This Amendment shall amend, modify and revise the Agreement only to the extent specifically set forth in Section I of this Amendment. All other terms and provisions of the Agreement shall remain in full force and effect as specified therein.

IV. Effective Date.

This Amendment shall be deemed effective upon approval by the Commission and shall be effective for the term of the Agreement, including any applicable renewal or "evergreen" period. The Parties agree to implement the provisions of this Amendment as of January 1, 2007, ("Effective Date") including, without limitation, compensating each other at the Unitary Rate for traffic exchanged from and after the Effective Date in accordance with Attachment 1. In the event that the Parties enter into a new Section 251/252 interconnection agreement on or before December 31, 2008 that replaces and supersedes the Agreement ("Replacement Agreement"), this Amendment shall also be filed and incorporated into the Replacement Agreement, and shall be effective for the term of that Replacement Agreement, including any applicable renewal or "evergreen" period.

V. Further Amendments.

The provisions of this Amendment, including the provisions of this sentence, shall remain in effect during the term of the Agreement including any renewal or "evergreen" terms, such that if the Agreement remains in effect through any renewal or evergreen provision, this Amendment shall remain in effect during the same period, and may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given, without a written instrument executed by both Parties' authorized representatives. 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.

VI. 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.

MCImetro Access Transmission Services LLC

Qwest Corporation

Signature

Signature

Name Printed/Typed

L.T. Christensen

Name Printed/Typed

Title

Director- Interconnection Agreements

Title

Date

Date

ATTACHMENT 1

1.0 Definitions

"Initial PCMF" means the PCMF in effect as of the Effective Date.

"Initial RUF" means the RUF in effect as of the Effective Date.

"Initial Unitary Rate" means the Unitary Rate in effect as of the Effective Date.

"Local Dialing Pattern" means a call for which the originating NPA-NXX and terminating NPA-NXX are assigned in the Local Exchange Routing Guide to rate centers in exchanges within the same mandatory local calling area, as defined in Qwest's tariffs as of the Effective Date (for the purpose of defining exchanges contained within a local calling area only), or as may be defined by the Commission in an order establishing mandatory Extended Area Service for one or more exchanges, regardless of the actual geographic end points of the call, and the term expressly includes, without limitation, ISP-bound calls that involve a "virtual-NXX" serving arrangement.

"Local Voice Traffic" means all voice traffic, exchanged by the Parties pursuant to the Agreement, dialed with a Local Dialing Pattern.

"Local ISP-bound Traffic" means ISP-bound traffic, exchanged by the Parties pursuant to the Agreement, dialed with a Local Dialing Pattern when the ISP server is physically located in the local calling area where the call is originated.

"PCMF" or "Percent Compensable Minute Factor" means the formula set forth in Section 3.1 of the Amendment, which the Parties shall use to determine which traffic exchanged by the Parties pursuant to the Agreement is subject to compensation at the Unitary Rate.

"RUF" or "Relative Use Factor" means each Party's relative use of LIS two-way DTT or SPOP facilities.

"Total Local Dialed Traffic" means the combination of all Local Voice Traffic, Local ISP-bound Traffic and Virtual NXX Traffic. For purposes of this Amendment, Total Local Dialed Traffic shall include only traffic originated on one Party's network that is terminated on the other Party's network.

"Unitary Rate" means a 12-state weighted average rate based upon the ratios of Local Voice Traffic to Total Local Dialed Traffic and Local ISP-bound Traffic to Total Local Dialed Traffic and the application of the TELRIC end office and tandem rates by state, as approved by the applicable state commission(s), to Local Voice Traffic and the application of the FCC's ISP rate of \$0.0007 for Local ISP-bound Traffic. For purposes of this Amendment, the term "12-state" means all states in Qwest's fourteen-state territory except Colorado and Iowa.

"Virtual NXX Traffic" means traffic, including but not limited to ISP-bound traffic, exchanged by the Parties pursuant to the Agreement, dialed with a Local Dialing Pattern when the ISP server (or, for non-ISP traffic, the physical end point of the call) is located outside the local calling area where the call originated.

2. Compensation

The Parties shall compensate each other for all Total Local Dialed Traffic in accordance with the terms of this Section 2.

2.1 CLEC-Originated Traffic. Qwest shall bill CLEC, in accordance with the billing provisions of the Agreement, for all CLEC-originated Total Local Dialed Traffic based on an Initial PCMF of [insert state-specific PCMF] at the Initial Unitary Rate of \$0.00078651 per minute. For example, if CLEC originated 50,000 minutes of Total Local Dialed Traffic to Qwest in a given month, Qwest will bill CLEC an amount equal to 50,000 times [insert state-specific PCMF] times \$0.00078651. CLEC shall pay Qwest's invoices in accordance with the payment provisions of the Agreement.

2.2 Qwest-Originated Traffic. CLEC shall bill Qwest, in accordance with the billing provisions of the Agreement, for all Qwest-originated Total Local Dialed Traffic based on an Initial PCMF of [insert state-specific PCMF] at the Initial Unitary Rate of \$0.00078651 per minute. For example, if Qwest originated 50,000 minutes of Total Local Dialed Traffic to CLEC in a given month, CLEC will bill Qwest an amount equal to 50,000 times [insert state-specific PCMF] times \$0.00078651. Qwest shall pay CLEC's invoices in accordance with the payment provisions of the Agreement.

3. PCMF

3.1 The PCMF is the ratio of: a) the quantity of Local Voice Traffic *plus* Local ISP-bound Traffic to b) the quantity of Virtual NXX Traffic *plus* Local Voice Traffic and Local ISP-bound Traffic.

3.2 Initial PCMF. The Initial PCMF is [insert state-specific PCMF] and shall remain in effect for an initial period of one year from the Effective Date, and, unless revised in accordance with the requirements of Section 3.3, shall continue in effect for the term of the Agreement.

3.3 Revised PCMF. After the initial one-year period, either Party can request revisions to the Initial PCMF, based on actual data regarding traffic pattern or network configuration, to include but not limited to, expansion of ISP servers into local calling areas by CLEC. At such a request, the Parties will negotiate an amendment to the Agreement reflecting the revised PCMF ("Revised PCMF"), as applicable based on the scope of the request. Once negotiations are completed, the Revised PCMF shall be implemented by the Parties retroactive to the date of the request for revision. That Revised PCMF will be in effect for a minimum 12-month period after which either Party may request further revision.

4. Unitary Rate.

4.1 As set forth in Section 2, the Initial Unitary Rate is \$0.00078651 per minute and shall remain in effect for an initial period of one year from the Effective Date, and, unless revised in accordance with the requirements of Section 4.2, shall continue in effect for the term of the Agreement.

4.2 Revised Unitary Rate. After the initial one-year period, either Party can request revisions to the Initial Unitary Rate, based on changes to the ratios of Local Voice Traffic to Total Local Dialed Traffic and Local ISP-bound Traffic to Total Local Dialed Traffic. The then current applicable TELRIC end office and/or tandem rates as approved by the applicable state commission(s) and the then current FCC ISP rate shall be applied in revising the Initial Unitary Rate. At such a request, the Parties will negotiate an amendment to the Agreement reflecting the revised Unitary Rate ("Revised Unitary Rate"), as applicable based on the scope of the request. Once negotiations are completed, the Revised Unitary Rate shall be implemented by the Parties retroactive to the date of the request for revision. That Revised Unitary Rate will be in effect for a minimum 12-month period after which either Party may request further revision. The Parties agree that negotiations for, and implementation of, any Revised Unitary Rate shall be on a 12-state basis (all states in Qwest's fourteen-state territory except Colorado and Iowa, excepting any state that moves to a bill-and-keep regime for reciprocal compensation between the Effective Date and the date of any request for revisions under this section, provided that the state has adopted a mandatory bill-and-keep regime for traffic with a Local Dialing Pattern applicable to all telecommunications carriers.

5. Relative Use Factors.

5.1 RUF. The provider of the LIS two-way DTT or SPOP facility will share the cost of the LIS two-way DTT or SPOP facility with the other Party by applying a RUF determined pursuant to the requirements of this Section 5. The RUF percentage reflects the percentage of traffic that is the responsibility of CLEC; the remaining percentage of traffic (100% minus RUF) is the responsibility of Qwest. The rates otherwise applicable to the LIS two-way DTT or SPOP facility shall be reduced by the RUF in effect between the Parties for the billing period in question.

5.2 The Initial RUF shall be [insert state-specific RUF] and shall remain in effect for an initial period of one year from the Effective Date, and, unless revised in accordance with the requirements of Section 5.3, shall continue in effect for the term of the Agreement.

5.3 After the initial one-year period, if the Initial PCMF (but not the Initial Unitary Rate) is revised according to Section 3.3, the Initial RUF shall also be revised to a factor derived as the quantity of one minus the revised CLEC PCMF (1-CLEC PCMF) ("Revised RUF"). Any Revised RUF shall be effective retroactive to the same date as the corresponding revised PCMF and shall remain in effect for a minimum 12-month period until further revised in connection with subsequent revision to the PCMF.

6. LIS Trunking/SPOP Arrangements.

Total Local Dialed Traffic will be exchanged over LIS trunking facilities, including SPOP arrangements, ordered pursuant to the terms of the Agreement. No separate trunking or specialized routing or billing for ISP-bound traffic (including without limitation Virtual NXX Traffic) will be required. ISP-bound traffic (including without limitation Virtual NXX Traffic) may be commingled with Local Voice Traffic on LIS trunking facilities and SPOP arrangements.

7 Change of Law.

7.1 For a period of two (2) years from the Effective Date, each Party specifically waives any change-of-law rights under the Agreement or Applicable Law with respect to subsequent events that may bear on the rights and obligations of the Parties addressed in this Amendment; provided, however, that if the FCC issues an order of general application and national scope which expressly establishes compensation mechanisms for each of Virtual NXX Traffic, Local Voice Traffic and Local ISP-bound Traffic, either party may invoke change-of-law rights under the Agreement or applicable law.

7.2 If any provision of this Amendment is found to be illegal as a result of a final, binding, and non-appealable regulatory or judicial process, then the Parties shall renegotiate a replacement amendment to the Agreement and all other interconnection agreements between the Parties in other states to replace the unenforceable provision with an enforceable provision that is mutually acceptable and that reflects the original intent of the Parties as closely as possible (including a substantially similar economic outcome for both Parties on a region-wide basis throughout the 14-state region).

Exhibit B-2

2025 RELEASE UNDER E.O. 14176

**Amendment Regarding Certain Reciprocal Compensation and Network
Interconnection Rates, Terms and Conditions
to the Interconnection Agreement between
Qwest Corporation and
MCImetro Access Transmission Services LLC
for the State of Colorado**

This is an amendment ("Amendment") to incorporate certain reciprocal compensation and network interconnection rates, terms and conditions into the Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and MCImetro Access Transmission Services LLC ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties."

RECITALS

WHEREAS, CLEC and Qwest entered into an interconnection agreement (such interconnection agreement, as amended to date, being referred to herein as the "Agreement") for services in the state of Colorado which was approved by the Colorado Commission ("Commission"); and

WHEREAS, that Agreement memorialized certain reciprocal compensation and network interconnection disputes (the "Disputes") between the Parties; and

WHEREAS, the Parties wish to amend the Agreement to reflect their settlement of the Disputes and hereby agree to do so under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Amendment Terms.

The Agreement is hereby amended to incorporate the rates, terms and conditions set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference. In addition, the Parties agree that this Amendment terminates and supersedes in its entirety (1) the Amendment for Relative Use Factor originally executed on DATE; (2) all conflicting provisions regarding reciprocal compensation in the Agreement; and (3) the Interim Amendment For Certain Disputed Traffic, originally executed on DATE and filed as an amendment to the Agreement. The Parties further agree to waive all true up rights they may have under the Interim Amendment For Certain Disputed Traffic.

II. Conflicts.

In the event of a conflict between this Amendment and the terms and conditions of the Agreement, this Amendment shall control.

III. Scope.

This Amendment shall amend, modify and revise the Agreement only to the extent specifically set forth in Section I of this Amendment. All other terms and provisions of the Agreement shall remain in full force and effect as specified therein.

IV. Effective Date.

This Amendment shall be deemed effective upon approval by the Commission and shall be effective for the term of the Agreement, including any applicable renewal or "evergreen" period. The Parties agree to implement the provisions of this Amendment as of January 1, 2007, ("Effective Date") including, without limitation, compensating each other at the Initial Rate for traffic exchanged from and after the Effective Date in accordance with Attachment 1. In the event that the Parties enter into a new Section 251/252 interconnection agreement on or before December 31, 2008 that replaces and supersedes the Agreement ("Replacement Agreement"), this Amendment shall also be filed and incorporated into the Replacement Agreement, and shall be effective for the term of that Replacement Agreement, including any applicable renewal or "evergreen" period.

V. Further Amendments.

The provisions of this Amendment, including the provisions of this sentence, shall remain in effect during the term of the Agreement including any renewal or "evergreen" terms, such that if the Agreement remains in effect through any renewal or evergreen provision, this Amendment shall remain in effect during the same period, and may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given, without a written instrument executed by both Parties' authorized representatives. 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.

VI. 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.

MCImetro Access Transmission Services LLC

Qwest Corporation

Signature

Name Printed/Typed

Title

Date

Signature

L.T. Christensen

Name Printed/Typed

Director- Interconnection Agreements

Title

Date

ATTACHMENT 1

1.0 Definitions

"Initial PCMF" means the PCMF in effect as of the Effective Date.

"Initial Rate" means the Commission-ordered TELRIC tandem rate, which is \$0.0027230.

"Initial RUF" means the RUF in effect as of the Effective Date.

"Local Dialing Pattern" means a call for which the originating NPA-NXX and terminating NPA-NXX are assigned in the Local Exchange Routing Guide to rate centers in exchanges within the same mandatory local calling area, as defined in Qwest's tariffs as of the Effective Date (for the purpose of defining exchanges contained within a local calling area only), or as may be defined by the Commission in an order establishing mandatory Extended Area Service for one or more exchanges, regardless of the actual geographic end points of the call, and the term expressly includes, without limitation, ISP-bound calls that involve a "virtual-NXX" serving arrangement.

"Local Voice Traffic" means all voice traffic, exchanged by the Parties pursuant to the Agreement, dialed with a Local Dialing Pattern.

"Local ISP-bound Traffic" means ISP-bound traffic, exchanged by the Parties pursuant to the Agreement, dialed with a Local Dialing Pattern when the ISP server is physically located in the local calling area where the call is originated.

"PCMF" or "Percent Compensable Minute Factor" means the formula set forth in Section 3.1 of the Amendment, which the Parties shall use to determine which traffic exchanged by the Parties pursuant to the Agreement is subject to compensation at the Unitary Rate.

"RUF" or "Relative Use Factor" means each Party's relative use of LIS two-way DTT or SPOP facilities.

"Total Local Dialed Traffic" means the combination of all Local Voice Traffic, Local ISP-bound Traffic and Virtual NXX Traffic. For purposes of this Amendment, Total Local Dialed Traffic shall include only traffic originated on one Party's network that is terminated on the other Party's network.

"Virtual NXX Traffic" means traffic, including but not limited to ISP-bound traffic, exchanged by the Parties pursuant to the Agreement, dialed with a Local Dialing Pattern when the ISP server (or, for non-ISP traffic, the physical end point of the call) is located outside the local calling area where the call originated.

2. Compensation

REDACTED

Confidential pursuant to
WAC 480-07-160

The Parties shall compensate each other for all Total Local Dialed Traffic in accordance with the terms of this Section 2.

2.1 CLEC-Originated Traffic. Qwest shall bill CLEC, in accordance with the billing provisions of the Agreement, for all CLEC-originated Total Local Dialed Traffic based on an Initial PCMF of one hundred percent (100%) at the rate of \$0.0027230 per minute. For example, if CLEC originated 50,000 minutes of Total Local Dialed Traffic to Qwest in a given month, Qwest will bill CLEC an amount equal to 50,000 times one hundred percent (100%) times \$0.0027230. CLEC shall pay Qwest's invoices in accordance with the payment provisions of the Agreement.

2.2 Qwest-Originated Traffic. CLEC shall bill Qwest, in accordance with the billing provisions of the Agreement, for all Qwest-originated Total Local Dialed Traffic based on an Initial PCMF of nine percent (9%) at the rate of \$0.0027230 per minute. For example, if Qwest originated 50,000 minutes of Total Local Dialed Traffic to CLEC in a given month, CLEC will bill Qwest an amount equal to 50,000 times nine percent (9%) times \$0.0027230. Qwest shall pay CLEC's invoices in accordance with the payment provisions of the Agreement.

3. PCMF

3.1 The PCMF is the ratio of: a) the quantity of Local Voice Traffic to b) the quantity of Virtual NXX Traffic *plus* Local Voice Traffic and Local ISP-bound Traffic.

3.2 Initial PCMF. The Initial PCMFs are set forth in Section 2 and shall remain in effect for an initial period of one year from the Effective Date, and, unless revised in accordance with the requirements of Section 3.3, shall continue in effect for the term of the Agreement.

3.3 Revised PCMF. After the initial one-year period, either Party can request revisions to the Initial PCMF, based on actual data regarding traffic pattern or network configuration, to include but not limited to, expansion of ISP servers into local calling areas by CLEC. At such a request, the Parties will negotiate an amendment to the Agreement reflecting the revised PCMF ("Revised PCMF"), as applicable based on the scope of the request. Once negotiations are completed, the Revised PCMF shall be implemented by the Parties retroactive to the date of the request for revision. That Revised PCMF will be in effect for a minimum 12-month period after which either Party may request further revision.

4. Rate.

4.1 As set forth in Section 2, the Initial Rate is \$0.0027230 per minute and shall remain in effect for an initial period of one year from the Effective Date, and, unless revised in accordance with the requirements of Section 4.2, shall continue in effect for the term of the Agreement.

4.2 Revised Rate. After the initial one-year period, either Party can request revisions to the Initial Rate, based on changes to the Commission-ordered TELRIC tandem rate.

The then current TELRIC end office rate shall be applied in revising the Initial Rate. At such a request, the Parties will negotiate an amendment to the Agreement reflecting the revised Rate ("Revised Rate"), as applicable based on the scope of the request. Once negotiations are completed, the Revised Rate shall be implemented by the Parties retroactive to the date of the request for revision. That Revised Rate will be in effect for a minimum 12-month period after which either Party may request further revision.

5. Relative Use Factors.

5.1 RUF. The provider of the LIS two-way DTT or SPOP facility will share the cost of the LIS two-way DTT or SPOP facility with the other Party by applying a RUF determined pursuant to the requirements of this Section 5. The RUF percentage reflects the percentage of traffic that is the responsibility of CLEC; the remaining percentage of traffic (100% minus RUF) is the responsibility of Qwest. The rates otherwise applicable to the LIS two-way DTT or SPOP facility shall be reduced by the RUF in effect between the Parties for the billing period in question.

5.2 The Initial RUF shall be one hundred percent (100%) for LATA 658 and ninety percent (90%) for LATA 656 and shall remain in effect for an initial period of one year from the Effective Date, and, unless revised in accordance with the requirements of Section 5.3, shall continue in effect for the term of the Agreement.

5.3 After the initial one-year period, if the Initial PCMF (but not the Initial Unitary Rate) is revised according to Section 3.3, the Initial RUF shall also be revised to a factor derived as the quantity of one minus the revised CLEC PCMF (1-CLEC PCMF) ("Revised RUF"). Any Revised RUF shall be effective retroactive to the same date as the corresponding revised PCMF and shall remain in effect for a minimum 12-month period until further revised in connection with subsequent revision to the PCMF.

6. LIS Trunking/SPOP Arrangements.

Total Local Dialed Traffic will be exchanged over LIS trunking facilities, including SPOP arrangements, ordered pursuant to the terms of the Agreement. No separate trunking or specialized routing or billing for ISP-bound traffic (including without limitation Virtual NXX Traffic) will be required. ISP-bound traffic (including without limitation Virtual NXX Traffic) may be commingled with Local Voice Traffic on LIS trunking facilities and SPOP arrangements.:

7. Change of Law.

7.1 For a period of two (2) years from the Effective Date, each Party specifically waives any change-of-law rights under the Agreement or Applicable Law with respect to subsequent events that may bear on the rights and obligations of the Parties addressed in this Amendment; provided, however, that if the FCC issues an order of general application and national scope which expressly establishes compensation mechanisms for each of Virtual NXX Traffic, Local Voice Traffic and Local ISP-bound Traffic, either party may invoke change-of-law rights under the Agreement or applicable law.

7.2 If any provision of this Amendment is found to be illegal as a result of a final, binding, and non-appealable regulatory or judicial process, then the Parties shall renegotiate a replacement amendment to the Agreement and all other interconnection agreements between the Parties in other states to replace the unenforceable provision with an enforceable provision that is mutually acceptable and that reflects the original intent of the Parties as closely as possible (including a substantially similar economic outcome for both Parties on a region-wide basis throughout the 14-state region).

Exhibit B-3

**Amendment Regarding Certain Reciprocal Compensation and Network
Interconnection Rates, Terms and Conditions
to the Interconnection Agreement between
Qwest Corporation and
MCImetro Access Transmission Services LLC
for the State of Iowa**

This is an amendment ("Amendment") to incorporate certain reciprocal compensation and network interconnection rates, terms and conditions into the Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and MCImetro Access Transmission Services LLC ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties."

RECITALS

WHEREAS, CLEC and Qwest entered into an interconnection agreement (such interconnection agreement, as amended to date, being referred to herein as the "Agreement") for services in the state of Iowa which was approved by the Iowa Utilities Board ("Board"); and

WHEREAS, that Agreement memorialized certain reciprocal compensation and network interconnection disputes (the "Disputes") between the Parties; and

WHEREAS, the Parties wish to amend the Agreement to reflect their settlement of the Disputes and hereby agree to do so under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Amendment Terms.

The Agreement is hereby amended to incorporate the rates, terms and conditions set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference. In addition, the Parties agree that this Amendment terminates and supersedes in its entirety (1) the Amendment for Relative Use Factor originally executed on DATE, (2) all conflicting provisions regarding reciprocal compensation in the Agreement; and (3) the Interim Amendment For Certain Disputed Traffic, originally executed on DATE and filed as an amendment to the Agreement. The Parties further agree to waive all true up rights they may have under the Interim Amendment For Certain Disputed Traffic.

II. Conflicts.

In the event of a conflict between this Amendment and the terms and conditions of the Agreement, this Amendment shall control.

III. Scope.

This Amendment shall amend, modify and revise the Agreement only to the extent specifically set forth in Section I of this Amendment. All other terms and provisions of the Agreement shall remain in full force and effect as specified therein.

IV. Effective Date.

This Amendment shall be deemed effective upon approval by the Board and shall be effective for the term of the Agreement, including any applicable renewal or "evergreen" period. The Parties agree to implement the provisions of this Amendment as of January 1, 2007, ("Effective Date"). In the event that the Parties enter into a new Section 251/252 interconnection agreement on or before December 31, 2008 that replaces and supersedes the Agreement ("Replacement Agreement"), this Amendment shall also be filed and incorporated into the Replacement Agreement, and shall be effective for the term of that Replacement Agreement, including any applicable renewal or "evergreen" period.

V. Further Amendments.

The provisions of this Amendment, including the provisions of this sentence, shall remain in effect during the term of the Agreement including any renewal or "evergreen" terms, such that if the Agreement remains in effect through any renewal or evergreen provision, this Amendment shall remain in effect during the same period, and may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given, without a written instrument executed by both Parties' authorized representatives. 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.

VI. 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.

MCImetro Access Transmission Services LLC

Qwest Corporation

Signature

Name Printed/Typed

Title

Date

Signature

L.T. Christensen

Name Printed/Typed

Director- Interconnection Agreements

Title

Date

ATTACHMENT 1

1.0 Definitions

"Local Dialing Pattern" means a call for which the originating NPA-NXX and terminating NPA-NXX are assigned in the Local Exchange Routing Guide to rate centers in exchanges within the same mandatory local calling area, as defined in Qwest's tariffs as of the Effective Date (for the purpose of defining exchanges contained within a local calling area only), or as may be defined by the Board in an order establishing mandatory Extended Area Service for one or more exchanges, regardless of the actual geographic end points of the call, and the term expressly includes, without limitation, ISP-bound calls that involve a "virtual-NXX" serving arrangement.

"Local Voice Traffic" means all voice traffic, exchanged by the Parties pursuant to the Agreement, dialed with a Local Dialing Pattern.

"Local ISP-bound Traffic" means ISP-bound traffic, exchanged by the Parties pursuant to the Agreement, dialed with a Local Dialing Pattern when the ISP server is physically located in the local calling area where the call is originated.

"RUF" or "Relative Use Factor" means each Party's relative use of LIS two-way DTT or SPOP facilities.

"Total Local Dialed Traffic" means the combination of all Local Voice Traffic, Local ISP-bound Traffic and Virtual NXX Traffic. For purposes of this Amendment, Total Local Dialed Traffic shall include only traffic originated on one Party's network that is terminated on the other Party's network.

"Virtual NXX Traffic" means traffic, including but not limited to ISP-bound traffic, exchanged by the Parties pursuant to the Agreement, dialed with a Local Dialing Pattern when the ISP server (or, for non-ISP traffic, the physical end point of the call) is located outside the local calling area where the call originated.

2. Compensation

The Parties agree that, during the term of this Amendment, neither Party shall be obligated to compensate the other for Total Local Dialed Traffic exchanged pursuant to the Agreement. Such Total Local Dialed Traffic shall be subject to bill and keep.

3. Intentionally Omitted.

4. Intentionally Omitted.

5. Relative Use Factors.

5.1 RUF. The provider of the LIS two-way DTT or SPOP facility will share the cost of the LIS two-way DTT or SPOP facility with the other Party by applying a RUF

determined pursuant to the requirements of this Section 5. The RUF percentage reflects the percentage of traffic that is the responsibility of CLEC; the remaining percentage of traffic (100% minus RUF) is the responsibility of Qwest. The rates otherwise applicable to the LIS two-way DTT or SPOP facility shall be reduced by the RUF in effect between the Parties for the billing period in question.

5.2 The RUF shall be one hundred percent (100%) for all LATAs and shall remain in effect for the term of this Amendment.

6. LIS Trunking/SPOP Arrangements.

Total Local Dialed Traffic will be exchanged over LIS trunking facilities, including SPOP arrangements, ordered pursuant to the terms of the Agreement. No separate trunking or specialized routing or billing for ISP-bound traffic (including without limitation Virtual NXX Traffic) will be required. ISP-bound traffic (including without limitation Virtual NXX Traffic) may be commingled with Local Voice Traffic on LIS trunking facilities and SPOP arrangements.

7. Change of Law.

7.1 For a period of two (2) years from the Effective Date, each Party specifically waives any change-of-law rights under the Agreement or Applicable Law with respect to subsequent events that may bear on the rights and obligations of the Parties addressed in this Amendment; provided, however, that if the FCC issues an order of general application and national scope which expressly establishes compensation mechanisms for each of Virtual NXX Traffic, Local Voice Traffic and Local ISP-bound Traffic, either party may invoke change-of-law rights under the Agreement or applicable law.

7.2 If any provision of this Amendment is found to be illegal as a result of a final, binding, and non-appealable regulatory or judicial process, then the Parties shall renegotiate a replacement amendment to the Agreement and all other interconnection agreements between the Parties in other states to replace the unenforceable provision with an enforceable provision that is mutually acceptable and that reflects the original intent of the Parties as closely as possible (including a substantially similar economic outcome for both Parties on a region-wide basis throughout the 14-state region).

Exhibit C
State-Specific Unitary Rates, PCMF, and RUF

Unitary Rates (per mou – applied to PCMF traffic)			
Colorado		\$ 0.0027230 (voice traffic only)	
Iowa		\$0.0 (ISP)	
All other Qwest ILEC states		\$ 0.0 (bill and keep)	
		\$ 0.00078651	
Initial PCMF			
<i>Qwest-Originated Traffic</i>			
Colorado		9% (reflects voice traffic only)	
Washington		82%	
Arizona, Minnesota, New Mexico, Oregon, Utah		10%	
Idaho, Montana, North Dakota, Nebraska, South Dakota, Wyoming		0%	
Iowa		N/A (bill and keep)	
<i>Verizon Business-Originated Traffic</i>			
Arizona, Colorado, Minnesota, New Mexico, Oregon, Utah, Washington		100%	
Idaho, Montana, North Dakota, Nebraska, South Dakota, Wyoming		0%	
Iowa		N/A (bill and keep)	
RUF (% CLEC Responsibility)			
State	LATA	Group of USOC CD2	RUF Total LATA
AZ	666	Mileage	90%
AZ	668	Mileage	90%
CO	656	Mileage	90%
CO	658	Mileage	100%
IA	630	Mileage	100%
IA	632	Mileage	100%
IA	634	Mileage	100%
IA	635	Mileage	100%
ID	652	Mileage	100%
MN	620	Mileage	100%
MN	624	Mileage	100%
MN	628	Mileage	90%
MT	648	Mileage	100%
MT	650	Mileage	100%
ND	638	Mileage	100%
ND	638	Mileage	100%
NE	644	Mileage	100%
NE	646	Mileage	100%
NM	664	Mileage	90%
OR	670	Mileage	100%
OR	672	Mileage	90%
SD	640	Mileage	100%
UT	660	Mileage	90%
WA	674	Entrance Facility	18%
WA	674	Mileage	18%

WA	676	Mileage	18%
WY	654	Mileage	100%