

**Transit Rate Calculation Amendment  
to the Interconnection Agreement between  
Qwest Corporation  
and  
MBC Telecom, LLC  
for the State of Washington**

This is an Amendment ("Amendment") for Transit Rate Calculation to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and MBC Telecom, LLC ("CLEC"), a Washington Limited Liability Company. Qwest and CLEC shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement"), for service in the State of Washington, that is currently pending approval by the Washington Utilities and Transportation Commission ("Commission"); and

WHEREAS, the Parties agree to amend the Agreement 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:

**Amendment Terms**

The Agreement is hereby amended by adding terms and conditions to calculate the rate for which CLEC will pay to Qwest for Transit Traffic, as that term is defined in the Agreement. Such additional terms and conditions are set forth in Attachment 1 and Exhibit A to this Amendment, attached hereto and incorporated herein by this reference.

The Agreement is also hereby amended by adding the following paragraph:

CLEC must not remit payment for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate Qwest to provide certain information or perform certain functions unless those functions and obligations are specifically agreed to by the parties in this Agreement or in an amendment to this Agreement

**Effective Date**

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

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be


amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**Entire Agreement**

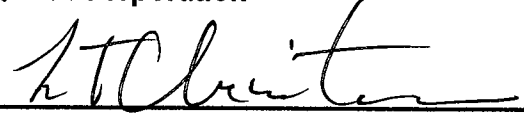
The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, 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.

**MBC Telecom, LLC**

  
\_\_\_\_\_  
Signature  
Jed Stafford  
\_\_\_\_\_  
Name Printed/Typed  
President  
\_\_\_\_\_  
Title  
10/21/09  
\_\_\_\_\_  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Signature  
L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed  
Director – Wholesale Contracts  
\_\_\_\_\_  
Title  
10/23/09  
\_\_\_\_\_  
Date

## ATTACHMENT 1

### DETERMINATION OF TRANSIT RATE

**The following language is added to the Agreement:**

7.3.7.5 The Parties disagree as to whether the provision of transiting services are required to be provided under Section 251 of the Act. The Parties further disagree as to whether these services are required to be priced according to a TELRIC methodology. Notwithstanding the foregoing, the Parties have included transiting services terms, conditions and rates in this Agreement. The Parties agree that if the Commission, the FCC or a court of competent jurisdiction issues a legally binding ruling that provides transiting services are not required to be provided under Section 251 of the Act or the services are not required to be priced according to a TELRIC methodology, Qwest can provide a notice to CLEC to amend this Agreement or enter into an alternative service arrangement, or both, for transiting services. If the Parties fail to agree upon such an amendment or alternative service arrangement within 60 Days after the notification from Qwest, it will be resolved in accordance with the Dispute Resolution provision of this Agreement.

7.3.7.5.1 Qwest and CLEC agree that the following calculation process will determine the rate for Transiting Services provided by Qwest under this Agreement. This rate will supersede and replace the rate listed in Sections 7.9.1 and 7.9.2 of Exhibit A of the Agreement. Qwest and CLEC agree to perform the calculation process on an annual basis, from the date that this Amendment is effective. The initial rate agreed to is based on the formula that follows and is set forth in Exhibit A. The process for determination of the rate is as follows:

7.3.7.5.2 Qwest and CLEC will review the most recent three months' of transiting records between Qwest and CLEC. All terminating carriers for which more than 200,000 minutes of use ("MOUs") receive traffic originating from CLEC are determined and all MOUs terminating to those carriers are then added together ("DS1 Volume MOUs"). The DS1 Volume MOUs are then divided by the total number of transiting MOUs (the "Blended Ratio").

7.3.7.5.3 The Blended Ratio is multiplied by \$.0045 and that product is added to the product of (1-Blended Ratio) multiplied by (\$.0010400 [TELRIC]). This sum will be the new Transit Rate until the next recalculation.

