



July 13, 2004

VIA UPS 2ND DAY AIR

Anne Cullather
Senior Director, Industry Affairs
Qwest Communications Corporation
4250 N. Fairfax Drive
Arlington, VA 22203

Re: Notice of Issuance of a Post-*USTA* //Amendment to Existing Interconnection Agreement(s)

Dear Anne Cullather:

As you know, on June 16, 2004, the D.C. Circuit's mandate issued in *United States Telecom Association v. FCC*, 359 F. 3d 554 (D.C. Cir. 2004) ("*USTA II*"). Among other things, the Court vacated the FCC's unbundling rules relative to mass market local switching, DS1 and DS3 loops, DS1 and DS3 transport and dark fiber loop and transport. Here's how we intend to comply with the mandate and ensure that our existing, effective interconnection agreements are conformed to current governing law.

Enclosed is a Post-*USTA* //Amendment. As an initial matter, it will serve to bring your interconnection agreement(s) into conformity with the *USTA* //decision as to

- 1) switching,
- 2) DS1 and DS3 loops,
- 3) DS1 and DS3 transport, and
- 4) dark fiber loop and transport

This amendment simply implements the D.C. Circuit's *USTA* // decision and modifies your interconnection agreement(s) to reflect the fact that the FCC's rules requiring that these network elements be made available are vacated, and thus the affected elements are no longer available as UNEs under your agreement(s). Enclosed you will find a copy of the non- signature-ready Post-*USTA* //Amendment, and an amendment request form which can be faxed to the number at the top of the form. Upon SBC's receipt of your completed request form, a signature-ready amendment will be prepared and sent to you. Because our Post-*USTA* //Amendment simply implements the law as reflected in the *USTA* // decision, there is no need for negotiations related to this amendment. If you disagree, please contact us immediately.

As you are already aware, SBC has committed to the FCC to continue to provide the mass market UNE-P (1-3 voice grade lines), DS1 and DS3 loops dedicated to a single customer, and DS1 and DS3 transport between SBC central offices, and to not unilaterally increase the applicable state-approved prices for these facilities at least through the end of 2004. We intend to abide by that commitment, notwithstanding the amendment of your interconnection agreement(s) to conform with the *USTA* //decision outlined above.

Previously, as part of a separate process to bring your interconnection agreement(s) into conformity with *United States Telecom Association v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("*USTA I*") and the FCC's Triennial Review Order ("TRO"), we provided you with proposed conforming contract language, including our "Lawful UNE" Amendment language. To the extent our companies are already engaged in negotiations and/or other activities, including dispute resolution proceedings, to conform your interconnection agreement(s) to the *USTA* / decision and TRO, SBC will continue to pursue amendment language pursuant to *USTA* / and those portion of the TRO that were unaffected by *USTA II*. Accordingly, the Post-*USTA* //Amendment we provide you with this letter is independent of that process and supplements, but does not supplant, that process or that previously-provided language.

Nothing set forth in this letter or our proposed language waives or otherwise limits our ability to seek any other relief that might be available under any legal rulings, including but not limited to *USTA I*, TRO or *USTA II*, and including any rights SBC may have arising from the federal courts' determination that certain of the FCC's unbundling rules were never lawful. In addition, SBC expressly reserves all rights to pursue additional relief, including but not limited to, seeking modification of existing, effective contracts to include additional modifications justified by *USTA I*, TRO or *USTA II*.

Please contact your assigned account manager to initiate commercial agreement negotiations, or if you have any questions or need further information.

Sincerely,

Notices Manager