Amendment To the Interim Line Sharing Agreement between Qwest Corporation and

Covad Communications Company For the State of Nebraska

This Amendment ("Amendment") is to the Interim Line Sharing Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Covad Communications Company ("CLEC").

RECITALS

WHEREAS, the Parties entered into an Interim Line Sharing Agreement, for service in the State of Nebraska ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement by adding 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:

1. Amendment Terms

This Amendment is made in order to add to the Agreement the terms and conditions for testing on Shared Loops as set forth herein.

The following paragraph shall be added to the "General" section as Paragraph 6.A.

6.A. Qwest will test for electrical faults (e.g., opens, and/or foreign voltage) on Shared Loops as part of basic installation. Testing will be done in such a way as to ensure circuit integrity from the central office Demarcation Point to the MDF.

The following paragraph shall be added to the "Repair and Maintenance" section as Paragraph 19.A.

19.A. Qwest will test for electrical faults (e.g., opens, and/or foreign voltage) on Shared Loops in response to trouble tickets initiated by CLEC. Testing will be done in such a way as to ensure circuit integrity from the central office Demarcation Point to the MDF. When trouble tickets are initiated by CLEC, and such trouble is not an electrical fault (e.g., opens, shorts, and/or foreign voltage) in Qwest's network, Qwest will assess CLEC the TIC Charge.

2. Effective Date

This Amendment shall be deemed effective upon signature by both Parties.

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3. Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

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 | Qwest Corporation |
|------------------------------|----------------------------|
| | |
| Authorized Signature | Authorized Signature |
| | L. T. Christensen |
| Name Printed/Typed | Name Printed/Typed |
| | Director - Business Policy |
| Title | Title |
| | |
| Date | Date |