CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.

1.	PARTIES	Requesting Carrier	Affected Carrier	
Name	of Party:			
Contac	ct for Processing Qu	uestions:		
Nan	ne:			
Tele	ephone:			
E-m	ail:			
Contac	ct for Legal Questic	ons (if different):		
Nan	ne:			
Tele	ephone:			
E-m	ail:			
Other	Persons wanting E-	mail service of documents (if any):	
Nan	ne:			
E-m	ail:			
2.		(Check all that apply. For example, parties seeking to adopt a previously approved agreement with new negotiated amendments should check both "Adoption" and "Amendment" categories.) option: Adopts interconnection agreement previously approved by the Commission.		
			&	
			der No(s).	
	Does filing adopt amendments to base agreement previously approved by the Commission?			
	NO			
	YES, a	approved in Docket ARB	, Order No(s)	
	New Agreement: Seeks approval of new negotiated agreement.			
	• Does this filing replace an agreement between the same parties that was previously approved by the Commission?			
	NO			
	YES, a	approved in Docket ARB	, Order No(s)	
	Amendment: Amends an existing carrier-to-carrier agreement.			
	• If the original agreement was negotiated, has it been approved by Commission?			
	NO, decision pending in Docket ARB			
	YES, a	approved in Docket ARB	, Order No(s)	
	If original agreement was an adoption, what was its docket number? Docket ARB			
Other: Please explain.				

Amendment re: Term of Agreement to
Interconnection Agreement between
Qwest Corporation and
Douglas Services, Inc.
for the State of Oregon

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Douglas Services, Inc. ("CLEC"), an Oregon corporation.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Oregon, that was approved by the Oregon Public Utility Commission on March 22, 2002, as referenced in Docket No. ARB-401 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement as described herein.

<u>AGREEMENT</u>

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

The Term of Agreement (Section 5.2) is hereby amended by changing the termination date from April 30, 2002 to April 30, 2004 as shown below:

Section 5.2.1 of the Agreement is replaced, in its entirety, with the following Section 5.2.1:

5.2.1 This Agreement shall become effective upon Commission approval, pursuant to Sections 251 and 252 of the Act. The date on which CLEC submits a written request, pursuant to Section 3.1 of this Agreement, to obtain services pursuant to this Agreement shall hereafter be referred to as the "Effective Date" of this Agreement between CLEC and Qwest. This Agreement shall be binding upon the Parties upon the Effective Date and for a term of two (2) years and shall terminate on **April 30, 2004**.

2. Effective Date

This Amendment shall be deemed effective upon Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. Amendments; Waivers

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.

4. Entire Agreement

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects 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 subjects 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.

Douglas Services, Inc.	Qwest Corporation ht Club Learner Authorized Signature
Authorized Signature AUC SABACA Name Printed/Typed	Authorized Signature L. T. Christensen Name Printed/Typed
GOVERAC MANASON	<u>Director – Business Policy</u> Title
1-22-03	$\frac{l/3l/o3}{Date}$