



**Amendment to the Interconnection Agreement  
Between  
Pacific Bell Wireless Northwest, LLC d/b/a Cingular Wireless  
and  
Qwest Corporation f.k.a U S WEST Communications, Inc.  
For the State of Oregon**

This Amendment ("Amendment") is made and entered into by and between Pacific Bell Wireless Northwest, LLC d/b/a Cingular Wireless ("WSP") and Qwest Corporation, f.k.a. U S WEST Communications, Inc. ("Qwest").

**RECITALS**

WHEREAS, WSP and Qwest entered into an Interconnection Agreement for service in the state of Oregon ("Agreement"); and

WHEREAS, WSP and Qwest desire 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 modify the terms of Section (B)2.3.5.1, End Office and Tandem Switched Transport, to read as follows:

"(B)2.3.5.1 End Office and Tandem Switched Transport

(B)2.3.5.1.1 The Parties agree that, because this state is a new market for the WSP, end office Call Termination and tandem switched transport compensation for Exchange Service (EAS/Local) traffic shall be based upon the bill and keep compensation mechanism, whereby neither Party charges the other Party reciprocal compensation for the termination of EAS/Local traffic originated by the other Party. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state until the earlier of: (1) the expiration of this agreement, or (2) further action by the Federal Communications Commission, or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001)."

Neither Party shall lose any of its rights from the original contract by entering into this Amendment.

**2. Effective Date.**

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

**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.

**Pacific Bell Wireless Northwest, LLC  
d/b/a Cingular Wireless**

Michael F. Van Weelden  
Authorized Signature

Michael F. Van Weelden  
Name Printed/Typed

Director - SCN - Network  
Title

11/7/03  
Date

**Qwest Corporation**

L. T. Christensen  
Authorized Signature

L. T. Christensen  
Name Printed/Typed

Director - Business Development  
Title

11/18/03  
Date