

AMENDMENT NO. 1

to the

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

between

**VERIZON NORTHWEST INC.,
F/K/A GTE NORTHWEST INCORPORATED**

and

NOS COMMUNICATIONS, INC.

THIS AMENDMENT No. 1 (this "Amendment") is made this 10th day of November, 2001 (the "Effective Date"), by and between Verizon Northwest Inc., f/k/a GTE Northwest Incorporated, a Washington corporation ("Verizon") and NOS Communications, Inc., a Maryland corporation ("NOS"). (Verizon and NOS may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in state of Oregon (the "State").

WITNESSETH:

WHEREAS, Verizon and NOS are Parties to an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996 filed with the Commission dated July 12, 2001 (the "Agreement").

WHEREAS, subsequent to the approval of the Agreement, NOS and Verizon agreed that it would be desirable to amend the Agreement, as suggested by the Commission and as set forth herein, to avoid that portion of the Commission's order requiring the Parties to submit future service orders for Commission review as amendments to the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties hereby agree that Section 1.1 of the Agreement shall be amended and restated in its entirety to read:

1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated and made a part thereof this Agreement by reference); and, (c) an Order by a Party made pursuant to this Agreement and that has been accepted by the other Party.

2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to

the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of this Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and shall be effective upon the Effective Date.

NOS COMMUNICATIONS, INC.

VERIZON NORTHWEST INC.,

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner_____

Title: _____

Title: Vice-President – Interconnection
Services Policy & Planning