



**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.

**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**

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.**

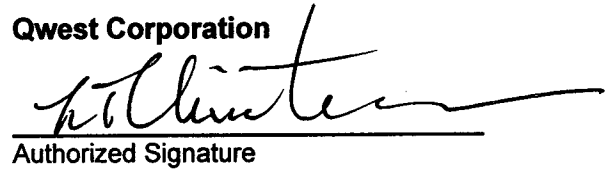
  
Authorized Signature

DAVE SABALA  
Name Printed/Typed

GENERAL MANAGER  
Title

1-22-03  
Date

**Qwest Corporation**

  
Authorized Signature

L. T. Christensen  
Name Printed/Typed

Director - Business Policy  
Title

1/31/03  
Date