# **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.

Verizon Northwest Inc. P.O. Box 1100		NOS Communications, Inc.
		3365 E. Flamingo Rd, Suite 5
Beaverton, OR 97076		Las Vegas, Nevada 89121
RIMARY CONTACT PERSON FOR PROCESSING	INFORMA	ATION:
Renee Willer/Verizon	Phone:	503/645-7907
P.O. Box 1100	Fax:	503/629-0592
Beaverton, OR 97075	E-Mail:	renee.willer@verizon.com
ooes filing adopt amendments to base agreement previous  NO	ly approved	by the Commission?
YES, approved in Docket ARB	, Order l	No(s).
ooes this filing replace an agreement between the same pa  NO  YES, approved in Docket ARB  mendment: Amends an existing carrier-to-carrier agreem the original agreement was negotiated, has it been appro  NO, decision pending in Docket ARB  X YES, approved in Docket ARB  353  Orde	rties that was  , Order I ent. ved by Comi	No(s)
	Renee Willer/Verizon  P.O. Box 1100  Beaverton, OR 97075  TYPE OF FILING (Check all that apply. For examwith new negotiated amendment with new negotiated amendment and arties to prior agreement previously aparties to prior agreement to base agreement previously not provided in Docket ARB [and the provided previously not previously	P.O. Box 1100  Beaverton, OR 97075  E-Mail:  TYPE OF FILING  (Check all that apply. For example, parties with new negotiated amendments should check adoption: Adopts interconnection agreement previously approved by the arties to prior agreement  Approved in Docket ARB  Oces filing adopt amendments to base agreement previously approved  NO  YES, approved in Docket ARB  Oces this filing replace an agreement between the same parties that was not not not provided and provided agreement.  The original agreement was negotiated, has it been approved by Common No, decision pending in Docket ARB  X YES, approved in Docket ARB  A YES, approved in Docket ARB

#### 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 10<sup>th</sup> 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. <u>Conflict between this Amendment and the Agreement</u>. 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. <u>Counterparts</u>. 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. <u>Captions</u>. 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. <u>Scope of this Amendment</u>. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in <u>Section 1</u> of this Amendment, and, except to the extent set forth in <u>Section 1</u> 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