
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:

Contact for Processing Questions:

Name:

Telephone:

E-mail:

Contact for Legal Questions (if different):

Name:

Telephone:

E-mail:

Other Persons wanting E-mail service of documents (if any):

Name:

E-mail:

2. TYPE OF FILING (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.)

Adoption: Adopts interconnection agreement previously approved by the Commission.

Parties to prior agreement _____ & _____

Approved in Docket ARB _____, Order No(s). _____

- Does filing adopt amendments to base agreement previously approved by the Commission?

NO

YES, 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, 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, approved in Docket ARB _____, Order No(s). _____

- If original agreement was an adoption, what was its docket number? Docket ARB _____

Other: Please explain.

**Rate Amendment
to the Interconnection Agreement
between
Qwest Corporation and
Ernest Communications, Inc.
for the
State of Oregon**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Ernest Communications, Inc. ("CLEC"), a Colorado 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 December 1, 1998 ("Agreement"), as referenced in Docket No. ARB 105, Order No. 98-497; and

WHEREAS, the Parties wish 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:

Amendment Terms

The Agreement is hereby amended by adding the Miscellaneous rates, as set forth in Exhibit A, attached hereto and incorporated herein.

Rates in Exhibit A shall be updated to reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. Rates in Exhibit A that are "Under Development" shall be updated upon establishment of a rate.

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.

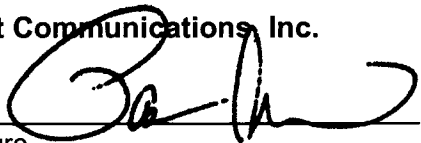
Amendments; Waivers

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. 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.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

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.

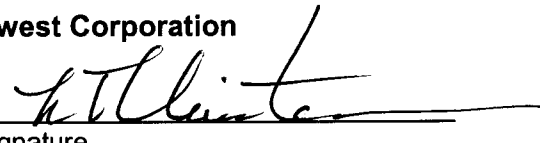
Ernest Communications, Inc.


Signature
Paul Masters

Name Printed/Typed
President

Title
3-25-04

Date

Qwest Corporation


Signature
L. T. Christensen

Name Printed/Typed
Director – Interconnection Agreements

Title
3/30/04

Date

**Exhibit A
Oregon***

New	Options			Notes
		Recurring	Non-Recurring	
9.20 Miscellaneous Charges				
	* Per 1/2 hour or fraction thereof			
	* Additional Engineering – Basic		\$34.40	12
	* Additional Engineering – Overtime		\$45.21	12
	* Additional Labor Installation – Overtime		\$14.86	12
	* Additional Labor Installation – Premium		\$19.81	12
	* Additional Labor Other – Basic		\$30.68	12
	* Additional Labor Other – Overtime		\$40.84	12
	* Additional Labor Other – Premium		\$51.01	12
	* Testing and Maintenance – Basic		\$30.29	12
	* Testing and Maintenance – Overtime		\$40.72	12
	* Testing and Maintenance – Premium		\$51.14	12
	* Maintenance of Service – Basic		\$30.68	12
	* Maintenance of Service – Overtime		\$40.84	12
	* Maintenance of Service – Premium		\$51.01	12
	* Additional COOP Acceptance Testing – Basic		\$30.29	12
	* Additional COOP Acceptance Testing – Overtime		\$40.72	12
	* Additional COOP Acceptance Testing – Premium		\$51.14	12
	* NonScheduled COOP Testing – Basic		\$30.29	12
	* NonScheduled COOP Testing – Overtime		\$40.72	12
	* NonScheduled COOP Testing – Premium		\$51.14	12
	* NonScheduled Manual Testing – Basic		\$30.29	12
	* NonScheduled Manual Testing – Overtime		\$40.72	12
	* NonScheduled Manual Testing – Premium		\$51.14	12
	Additional Dispatch		\$128.56	12
	Date Change		\$48.66	12
	Design Change		\$103.10	12
	Expedite Charge		ICB	3
	Cancellation Charge		ICB	3

NOTES:

- * Unless otherwise indicated, all rates are pursuant to rates approved by the Oregon PUC. Docket Nos. UM 844 (Order No. 97-239), UT 148/UM 963 (Order No. 00-481), UM 962 (Order No. 02-821), UT 138 Ph II (Order No. 02-184), UM 773 (Order No. 02-355), UT 138 Ph III (Order No. 03-085).
- [3] ICB, Individual Case Basis pricing.
- [12] Rates proposed in UM 1025