



**Performance Assurance Plan Implementation Amendment  
to the Interconnection Agreement between  
Qwest Corporation  
and  
Ernest Communications, Inc.  
for the State of Oregon**

This Amendment ("Amendment") is 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 services in the State of Oregon, that was approved by the Oregon Public Utility Commission on December 1, 1998, as referenced in ARB-105, Order No. 98-497 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement under 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:

**Service Performance**

The Performance Assurance Plan ("PAP") and the Performance Indicator Definitions ("PIDs") included as Exhibits K and B, respectively, to the Commission approved Statement of Generally Available Terms and Conditions ("SGAT") are hereby incorporated into CLECs Agreement. Subsequent modifications to the PIDs and PAP, filed with the Commission and made effective either by an order of the Commission or allowed to go into effect by operation of law by the Commission, shall apply to and modify the Agreement without further amendment, subject to and in accordance with terms therein and any applicable subsequent judicial review.

**Further Amendments**

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**

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, 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.

**Ernest Communications, Inc.**


  
\_\_\_\_\_  
Signature

Paul Masters  
\_\_\_\_\_  
Name Printed/Typed

President  
\_\_\_\_\_  
Title

5-27-05  
\_\_\_\_\_  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Signature

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

Director - Interconnection Agreements  
\_\_\_\_\_  
Title

6/2/05  
\_\_\_\_\_  
Date