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:			
Contac	ct for Processing Q	uestions:		
Nam	ne:			
Tele	phone:			
E-m	ail:			
Contac	ct for Legal Question	ons (if different):		
Nam	ne:			
Tele	phone:			
E-m	ail:			
Other 1	Persons wanting E-	-mail service of documents (if any):		
Nam	ne:			
E-m	ail:			
2.	TYPE OF FII	\mathcal{C} 1	requests (such as seeking to adopt a previously approved oval of new negotiated amendments to that agreement) should ach requested action.	
	Adoption: Adopts existing carrier-to-carrier agreement filed with Commission.			
	Docket ARI	В		
	Parties to pr	rior agreement	&	
	• Check one:			
	Adopts base agreement only; or			
	Adopts base agreement and subsequent amendments approved in Order No(s).			
	New Agreement	: Seeks approval of new negotiated agreen	ent.	
		g replace an existing agreement between th	does it utilize the terms of an SGAT?	
	• NO		• NO	
	• YES	S, Docket ARB	YES, Revision	
	Amendment: Ar Docket AR	mends an existing carrier-to-carrier agreem	nt.	
	Other: Please			

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.	Qwest Corporation
Signature G (W)	hillunde
	Signature
Paul Masters	L. T. Christensen
Name Printed/Typed	Name Printed/Typed
President	Director - Interconnection Agreements
Title	Title
5-27-05	6/2/05
Date	Date