

**Exhibit A—Confidential Settlement Agreement
Qwest Corporation/Universal Telecom**

**Amendment to the Interconnection Agreement
between
Qwest Corporation and
Universal Telecom, Inc.
for the State of Oregon**

This Amendment to the Interconnection Agreement ("Amended Agreement" or "Agreement") is entered into effective this February ___, 2006, by and between Qwest Corporation, a Colorado Corporation ("Qwest") and Universal Telecom, Inc, an Oregon corporation, ("Universal"). Qwest and Universal are also collectively referred to hereafter at times as "the Parties."

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement for service in the state of Oregon, which was approved by the Oregon Public Utility Commission ("Commission") on September 22, 1999, as referenced in Docket No. ARB-157, Order No. 99-00547; and

WHEREAS, this Amended Agreement is executed coincident with, and as an integral part of the Parties' Confidential Settlement Agreement and Mutual Release, which addresses the financial resolution of past disputes between the Parties, as well as the resolution of two lawsuits (Case Nos. 04-cv-6047-AA and 6:05-cv-6200-TC in federal court for the District of Oregon) and Universal's challenge to the propriety of the arbitration of a new interconnection agreement between the Parties in Commission docket ARB 671; and

WHEREAS, the Parties wish to amend the Interconnection Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Interconnection Agreement is hereby amended by adding terms, conditions and rates governing the Parties until a new interconnection agreement becomes effective as set forth in Attachment 1 and Appendix A to this Agreement, attached hereto and incorporated herein by this reference.

Effective Date

This Agreement shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Agreement upon execution.

Further Amendments

Except as modified herein, the provisions of the Interconnection Agreement shall remain in full force and effect. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from

the provisions of this Agreement 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.

IN WITNESS THEREOF, Qwest and Universal have caused this Agreement to be duly executed and delivered as of the date first set forth above.

Universal Telecom, Inc.

Qwest Corporation

Jeffrey R. Martin
Signature

L. T. Christensen
Signature

Jeffrey R. Martin
Name Printed/Typed

L. T. Christensen
Name Printed/Typed

President
Title

Director – Interconnection Agreements
Title

02/23/06
Date

2/24/06
Date