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			

Amendment to the Interconnection Agreement between Qwest Corporation and VCI Company for the State of Oregon

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and VCI Company ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of Oregon which was approved by the Public Utility Commission of Oregon ("Commission"); and

WHEREAS, the Parties wish to amend the Agreement further 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:

Amendment Terms

The Agreement is hereby amended by deleting the following sentences from Section 5.4.5 of the Agreement:

"Repeatedly delinquent" means any payment received thirty (30) calendar Days or more after the payment Due Date, three (3) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months for all services.

and replacing them with the following:

"Repeatedly delinquent" means any payment received fifteen (15) calendar Days or more after the payment Due Date, three (3) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the most recent three (3) months for all services.

Effective Date

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

Amendment Waivers

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

This Agreement (including the documents referred to herein) constitutes the full and entire understanding and agreement between the parties with regard to the subjects of this Agreement 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 Agreement.

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VCI Company	Qwest Corporation
Signature	Signature
Stan Efferding	L.T. Christensen
Name Printed/Typed	Name Printed/Typed
Secretary/Treasurer	<u>Director – Interconnection Agreements</u>
Title	Title /
November 3, 2005	20/7/31
Date	Date