

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

This is an Amendment ("Amendment") for Performance Assurance Plan to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Qwest Communications Corporation ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties". For the purposes of this Amendment, Qwest and Lessee shall be deemed not to be affiliates of each other. Subject to Section titled Affiliate Agreement Filing below, this Amendment is effective as of the date that this Amendment is fully executed by the Parties (the "Effective Date").

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement" or "Interconnection Agreement") for service in the state of Oregon ("the State") 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:

Service Performance

The Performance Assurance Plan ("PAP") and the Performance Indicator Definitions ("PIDs") included as Exhibits K and B, respectively, in the Agreement are hereby replaced by the Exhibits K and B effective in the Oregon SGAT, Eighteenth Revision, as ordered by the Commission in Order No. 05-004. 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.

Affiliate Agreement Filing

If under applicable law, this Amendment, or notice thereof must be filed with a governmental entity, including but not limited to a state public utility commission, this Amendment shall not become effective with respect to any jurisdiction having such requirements until the filings have occurred.

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.

Qwest Communications Corporation



Signature

DAN WILLIS

Name Printed/Typed

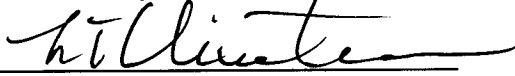
Director - Finance

Title

11-22-05

Date

Qwest Corporation



Signature

L.T. Christensen

Name Printed/Typed

Director- Interconnection Agreements

Title

11/14/05

Date

Qwest Corporation



Signature

Carla Stewart

Name Printed/Typed

VP - Finance

Title

11/29/05

Date