

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	<i>Competitive Carrier</i>	<i>Incumbent Local Exchange Carrier</i>
Name of Party:	Integra Telecom, Inc.	Verizon Northwest, Inc.
Contact for Processing Questions:		
Name:	Dennis Ahlers	Renee Willer
Telephone:	612/436-6249	503/645-7909
E-mail:	ddahlers@integratelecom.com	renee.willer@verizon.com
Contact for Legal Questions (if different):		
Name:		
Telephone:		
E-mail:		
Other Persons wanting E-mail service of documents (if any):		
Name:		Verizon Contract Administrator
E-mail:		vzcontractadmin@verizon.com

2. TYPE OF FILING NOTE: Parties making multiple requests (such as seeking to adopt a previously approved agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

Adoption: Adopts existing carrier-to-carrier agreement approved by the Commission.

- Docket ARB _____
- Parties to prior agreement _____ & _____

New Agreement: Seeks approval of new negotiated agreement.

Does adoption or agreement replace an existing agreement between the parties?

- NO
- YES, Docket ARB _____

Amendment: Amends an existing carrier-to-carrier agreement.

Docket ARB 271(4) _____

AMENDMENT NO. 4

to the

INTERCONNECTION AGREEMENT

between

**VERIZON NORTHWEST INC.,
f/k/a GTE NORTHWEST INCORPORATED**

and

INTEGRA TELECOM OF OREGON, INC.

This Amendment No. 4 (the "Amendment") is made by and between Verizon Northwest Inc., f/k/a GTE Northwest Incorporated ("Verizon"), a Washington corporation with offices at 1800 41st Street, Everett, WA 98201, and Integra Telecom of Oregon, Inc. ("Integra"), an Oregon corporation, with offices at 1201 N.E. Lloyd Blvd., Suite 500, Portland, Oregon 97232-1202, and shall be deemed effective on April 29, 2009 (the "Amendment Effective Date"). Verizon and Integra are hereinafter referred to collectively as the "Parties" and individually as a "Party". The scope of this Agreement shall include only the service territory of Verizon's predecessor company prior to June 30, 2000 (i.e., GTE Northwest Incorporated) in the State of Oregon (the "State").

WITNESSETH:

WHEREAS, Verizon and Integra are Parties to an Interconnection Agreement, under Sections 251 and 252 of the Communications Act of 1934, dated as of August 24, 2000, as amended (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

WHEREAS, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") issued a decision affirming in part and vacating in part the TRO (the "D.C. Circuit Decision"), which became effective June 15, 2004; and

WHEREAS, on August 20, 2004, the FCC released an Order in WC Docket No. 04-313 and CC Docket No. 01-338 (the "Interim Rules Order") setting forth certain interim rules, which became effective September 13, 2004; and

WHEREAS, on February 4, 2005, the FCC released an Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338 (the "TRRO") setting forth additional rules, which became effective March 11, 2005; and

WHEREAS, in light of the foregoing developments, the Parties, pursuant to Section 252(a) of the Communications Act of 1934, as amended, (the "Act"), wish to amend the Agreement in order to incorporate into the Agreement the provisions set forth herein; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Amendment to Agreement. The Agreement is amended to include the following provisions and the Pricing Attachment (including Exhibit A) to this Amendment, all of which shall apply to and be a part of the Agreement notwithstanding any other provision of the Agreement or a Verizon tariff or a Verizon Statement of Generally Available Terms and Conditions (“SGAT”).
2. General Conditions.
 - 2.1 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT: (a) Verizon shall be obligated to provide access to unbundled Network Elements (“UNEs”), Combinations, or UNEs Commingled with wholesale services to Integra under the terms of the Amended Agreement only to the extent required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and (b) Verizon may decline to provide access to UNEs, Combinations, or Commingling to Integra under the terms of the Amended Agreement to the extent that provision of access to such UNEs, Combinations, or Commingling is not required by 47 U.S.C. § 251(c)(3) or is not required by 47 C.F.R. Part 51. At such time as a UNE or Combination may become a Discontinued Facility, Verizon, provided it has given at least ninety (90) days written notice of discontinuance of such Discontinued Facility, will continue to provide such Discontinued Facility under the Amended Agreement only through the effective date of the notice of discontinuance, and not beyond that date. The Parties acknowledge that Verizon, prior to the Amendment Effective Date, has provided Integra with any required notices of discontinuance of certain Discontinued Facilities, and that Verizon, to the extent it has not already done so pursuant to a pre-existing or independent right it may have under the Agreement, a Verizon SGAT or tariff, or otherwise, may, at any time and without further notice to Integra, cease providing any such Discontinued Facilities.
 - 2.1.1 Where Verizon is permitted to cease providing a Discontinued Facility pursuant to Section 2.1 above and Integra has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Discontinued Facility and has not separately secured from Verizon an alternative arrangement to replace the Discontinued Facility, then Verizon, to the extent it has not already done so prior to execution of this Amendment, may disconnect the subject Discontinued Facility without further notice to Integra. In lieu of disconnecting the subject Discontinued Facility in the foregoing circumstances, Verizon, in its sole discretion, may elect to: (a) convert the subject Discontinued Facility to an arrangement available under a Verizon access tariff (in which case month-to-month rates shall apply), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to Integra, or (b) in lieu of such a conversion, reprice the subject Discontinued Facility by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an arrangement available under a Verizon access tariff (at month-to-month rates), a resale arrangement, or other analogous arrangement that Verizon shall identify or has identified in writing to Integra; provided, however, that Verizon may disconnect the subject Discontinued Facility (or the replacement service to which the Discontinued Facility has been converted) if Integra fails to pay when due any applicable new rate or surcharge billed by Verizon.
 - 2.2 To the extent Verizon is required to provide a UNE, Combination, or Commingling under this Amendment, Integra may use such UNE, Combination, or Commingling only for those purposes for which Verizon is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide such UNE, Combination, or Commingling to Integra.
 - 2.3 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, to the extent Verizon is or becomes obligated to provide to Integra pursuant to both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 a UNE, Combination, or

Commingling that, as of the Amendment Effective Date, Verizon is not required to provide to Integra under the Amended Agreement, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51, the rates, terms, conditions for such UNE, Combination, or Commingling shall be as provided in an applicable Verizon Tariff or, in the absence of an applicable Verizon Tariff, as mutually agreed by the Parties in a written amendment to the Amended Agreement.

- 2.4 Nothing contained in this Amendment shall be deemed: (a) to obligate Verizon to offer or provide access on an unbundled basis at rates prescribed under Section 251(c)(3) of the Act to any facility that is or becomes a Discontinued Facility, whether as a stand-alone UNE, as part of a Combination, or otherwise, or (b) to limit any right of Verizon under the Agreement, any Verizon tariff or SGAT, or otherwise, to cease providing a Discontinued Facility, whether as a stand-alone facility, as part of a combination, or otherwise.
- 2.5 Notwithstanding any other provision of the Amended Agreement (including, but not limited to, the rates and charges set forth therein), Verizon, to the extent it has not already done so prior to the Amendment Effective Date and without limiting its right to have done so, may bill to Integra, and Integra shall be obligated to pay, any amounts owed by Integra in the form of transitional rates established in the TRRO as to any embedded base of UNEs that, as set forth in notices issued by Verizon prior to the Amendment Effective Date (including, but not limited to, notices of Wire Centers that Verizon identified as meeting the applicable non-impairment criteria under the TRRO), were discontinued as UNEs pursuant to the TRRO. For the avoidance of any doubt, Verizon was not required to provide unbundled access to any such embedded base beyond the end of the applicable transition period (i.e., March 10, 2006 or, in the case of dark fiber, September 10, 2006). Nothing set forth in this Section 2.5 shall be deemed an admission of Verizon (including, but not limited to, as to whether this Amendment is required in order for Verizon to charge the FCC-prescribed rate increases and new charges described herein).
- 2.6 Notwithstanding any other provision of the Amended Agreement, Integra shall not order a UNE or combination of UNEs where (a) the order would conflict with a non-impaired Wire Center designation set forth in a list of non-impaired Wire Centers that Verizon makes or has made available to Integra by notice and/or by publication on Verizon's wholesale website and Integra did not formally challenge such designation at the Commission in good faith, supported by specific information substantiating its challenge within sixty (60) days of such notice (or publication, whichever notice or publication occurred earlier) and such challenge remains unresolved at the time of such order, or (b) the order would otherwise conflict with the non-impairment criteria set forth in the TRRO, and in the case of (a) above Verizon, without first seeking dispute resolution under Paragraph 234 of the TRRO, may reject any such orders that Integra submits.
- 2.6.1 If, Integra, inadvertently or otherwise, submits to Verizon an order that that conflicts with Section 2.6 above and Verizon, inadvertently or otherwise, provisions the order on a Section 251 UNE basis, then upon notice from Verizon the subject service, facility or arrangement shall be converted (or, in Verizon's sole discretion, repriced in lieu of actual conversion until such time as Verizon elects to convert) to an analogous service, facility, or arrangement that is available under Verizon's interstate special access tariff (i.e., on the rates, terms, and conditions that apply for a month-to-month term, unless at the time Integra placed the subject disallowed order Integra was subscribed to an applicable special access term/volume plan or other applicable special access tariff arrangement, in which case the rates, terms, and conditions of plan or arrangement shall apply) or, in the case of Dark Fiber Transport, the analogous commercial service as determined by Verizon in its sole discretion (the

"Replacement Terms"). The Replacement Terms shall apply retroactively to the date of provisioning of the subject service, facility, or arrangement, and shall apply prospectively from that date until such time as different rates, terms, and conditions become effective under an available alternative service, facility, or arrangement that Integra validly requests, subject to Article I, Section 4.3.1 of the Agreement. Without limiting Verizon's rights or Integra's obligations under this section, Integra shall cooperate with Verizon in implementing the requirements of this section and shall promptly submit any access service request ("ASR") that may be needed, and take such other action as may be needed, to implement the requirements of this section.

- 2.7 Verizon's rights as to discontinuance of Discontinued Facilities pursuant to this Amendment are in addition to, and not in limitation of, any rights Verizon may have under the Agreement as to discontinuance of Discontinued Facilities, and nothing contained herein shall be construed to prohibit, limit, or delay Verizon's past or future exercise of any pre-existing right it may have under the Agreement to cease providing unbundled access to elements and facilities that are or become Discontinued Facilities.
3. Commingling and Related Matters.
- 3.1 Commingling. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting the conditions set forth in Section 2 above) or any Verizon Tariff or SGAT:
- 3.1.1 Verizon shall permit the commingling of an unbundled Network Element or a combination of unbundled Network Elements obtained under the Amended Agreement pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or under a Verizon UNE Tariff ("Qualifying UNEs"), with wholesale services obtained from Verizon under a Verizon access Tariff or separate non-251 agreement ("Wholesale Services"), but only to the extent and so long as commingling and provision of such unbundled Network Element (or combination of unbundled Network Elements) is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Moreover, to the extent and so long as required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall, upon request of Integra, perform the functions necessary to commingle or combine unbundled Network Elements with Wholesale Services. The rates, terms and conditions of the applicable access Tariff or separate non-251 agreement will apply to the Wholesale Services, and the rates, terms and conditions of the Amended Agreement or the Verizon UNE Tariff, as applicable, will apply to the unbundled Network Elements; provided, however, that, a nonrecurring charge may apply, to the extent permitted under the Pricing Attachment to this Amendment, when Integra obtains commingling of an unbundled Network Element circuit with a Wholesale Service(s). In addition, if any commingling requested by Integra requires Verizon to perform physical work that Verizon is required to perform under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, then Verizon's standard charges for such work shall apply or, in the absence of a standard charge, a fee calculated using Verizon's standard time and materials rates, as set forth in Exhibit A of the Agreement, shall apply. Verizon may exclude its performance in connection with the provisioning of commingled facilities and services from standard provisioning intervals and from performance measures and remedies, if any, contained in the Amended Agreement or elsewhere. However, Verizon's performance in connection with the provisioning of commingled facilities shall be subject to any applicable non-discrimination requirements of the Act.
- 3.1.2 Ratcheting, i.e., a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate, shall not be required.

Unbundled Network Elements that are commingled with Wholesale Services are not subject to the shared use provisions as may be set forth in a Verizon access Tariff or separate non-251 agreement for Wholesale Services, and are therefore not eligible for adjustment of charges under such provisions.

- 3.1.3 Section 3.1 is intended only to address the Parties' rights and obligations as to combining and/or commingling of UNEs that Verizon is already required to provide to Integra under the Amended Agreement, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51. Nothing contained in Section 3.1 shall be deemed: (a) to establish any obligation of Verizon to provide Integra with access to any facility that Verizon is not required to provide to Integra on an unbundled basis under the Amended Agreement, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51, or (b) to limit any right of Verizon under the Amended Agreement, any Verizon Tariff or SGAT, or otherwise, to cease providing a facility that is or becomes a Discontinued Facility.
- 3.1.4 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Upon Integra request, Verizon, in accordance with but only to the extent required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, shall convert a wholesale service, or group of wholesale services, to the equivalent UNE (if any) or Combination (if any) that Verizon is required to provide to Integra under 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51, and the Amended Agreement. The terms of the Amended Agreement shall apply to such equivalent UNE (if any) or Combination (if any). Notwithstanding any other provision of the Agreement, this Amendment (but subject to the conditions set forth in Sections 2 and 3.1 above), or any Verizon Tariff or SGAT:

3.1.4.1 Verizon shall not be obligated to provide:

- 3.1.4.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;
- 3.1.4.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;
- 3.1.4.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;
- 3.1.4.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or
- 3.1.4.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service, (individually and collectively "High Capacity EELs") except to the extent Verizon is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to do so, and then not unless and until Integra, using an ASR, certifies to Verizon that each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL satisfies each of the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. Integra must remain in compliance with said service eligibility criteria for so long as Integra continues to receive the aforementioned combined or commingled facilities and/or services from Verizon, and Integra shall notify Verizon at such time as a

certification ceases to be accurate. If any past or future Integra certification of a High Capacity EEL is or becomes inaccurate, then Integra shall notify Verizon in writing of such inaccuracy and shall specify the period for which the inaccuracy existed. The service eligibility criteria shall be applied to each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL. If any combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL is, becomes, or is subsequently determined to be, noncompliant, the noncompliant High Capacity EEL circuit will be treated as described in Section 3.1.4.2 below. The foregoing shall apply whether the High Capacity EEL circuits in question are being provisioned to establish a new circuit or to convert an existing Wholesale Service, or any part thereof, to unbundled Network Elements. For existing High Capacity EEL circuits, Integra, within thirty (30) days of the Amendment Effective Date (to the extent it has not already done so prior to the Amendment Effective Date), must re-certify, by letter or ASR, that each DS1 circuit or DS1 equivalent circuit satisfies the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. If Integra uses a letter to provide such re-certification, the letter must include an attached spreadsheet identifying each DS1 or DS1 equivalent circuit that Integra certifies to be in compliance with the service eligibility criteria set forth in 47 C.F.R. § 51.318. Integra must provide both an electronic copy and a paper copy of any such letter and attached spreadsheet, and the paper copy must be signed by a duly authorized officer of Integra. Any existing High Capacity EEL circuits that Integra leased from Verizon as of the Amendment Effective Date that Integra fails to re-certify as required by this Section by the end of such 30-day period shall be treated as a non-compliant circuit as described under Section 3.1.4.2 below effective as of the Amendment Effective Date; provided, however, that nothing set forth herein shall limit any rights or remedies that Verizon may have, or any obligations Integra may have, under any predecessor interconnection agreement or a Verizon Tariff, as to any High Capacity EELs that Integra failed to certify or that were otherwise non-compliant with applicable eligibility criteria prior to the Amendment Effective Date.

3.1.4.2 Without limiting any other right Verizon may have to cease providing circuits that are or become Discontinued Facilities, if a High Capacity EEL circuit is or becomes noncompliant as described in this Section 3.1.4 and Integra has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the noncompliant facility and has not separately secured from Verizon an alternative arrangement to replace the noncompliant High Capacity EEL circuit, then Verizon, to the extent it has not already done so prior to execution of this Amendment, shall reprice the subject High Capacity EEL circuit (or portion thereof that had been previously billed at UNE rates), effective beginning on the date on which the circuit became non-compliant by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an analogous access service or other analogous arrangement that Verizon shall identify in a written notice to Integra.

- 3.1.4.3 Integra shall follow Verizon's ordering guidelines. When submitting an ASR (or, as applicable, LSR) for a circuit for which certification under this Section 3 is required, Integra should provide all specified supporting information on the ASR related to the circuit's eligibility, but, at a minimum Integra must include the certification in the remarks section of the ASR (or, as applicable, LSR) as follows (substituting "LSR" for "ASR" if applicable): "Certification: The circuit(s) requested in this ASR meet the eligibility criteria set forth in 47 C.F.R. § 51.318(b)(2)." The foregoing certification must be contained in the Remarks section of the ASR unless and until such time as provisions are made to populate other fields on the ASR to capture this certification.
- 3.1.4.4 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to unbundled Network Element or unbundled Network Element to access.
- 3.1.4.5 All requests for conversions will be handled in accordance with Verizon's conversion guidelines. Each request will be handled as a project. Verizon shall make reasonable efforts to minimize any disruptions to Integra's Customers in connection with completing conversions requested by Integra. Where disruption is unavoidable due to technical considerations, Verizon shall undertake reasonable efforts to inform Integra prior to the disruption and if Integra does not cancel the order, then Verizon shall accomplish Integra's requested conversions in a manner that minimizes disruptions detectable to Integra's Customers.
- 3.1.4.6 When processing a conversion ("conversions" being records-only changes to convert circuits that are already in service, which do not require Verizon to perform any physical installation, disconnection, or similar activities), Verizon shall not physically disconnect, separate, alter, or change the equipment and facilities used to provide the service being converted.
- 3.1.4.7 Charges for records-only changes that are necessary for conversions shall be limited to any order processing charges authorized by the Commission and charges included in wholesale and interconnection tariffs or in the Amended Agreement.
- 3.1.4.8 Until such time as the Commission orders or otherwise establishes a different interval (at which time such different interval shall apply), new rates for converted circuits shall be effective no later than thirty (30) business days after Integra submits its order (i.e. a valid ASR or, as applicable, LSR) that includes the certification set forth in Section 3.1.4.3 above; provided, however, that if Integra, during any period of thirty (30) business days, submits requests for conversion of more than 100 circuits, then the Parties shall negotiate an interval that is longer than thirty (30) business days for the number of such circuits that exceed 100. Each request will be handled as a project and will be excluded from all ordering and provisioning metrics.
- 3.1.4.9 Once per calendar year, Verizon may obtain and pay for an independent auditor to audit Integra's compliance in all material respects with the service eligibility criteria applicable to High Capacity EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public

Accountants, and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. Verizon shall give Integra thirty (30) days' written notice of an audit. To the extent the independent auditor's report concludes that Integra failed to comply with the service eligibility criteria for any DS1 or DS1 equivalent circuit, Verizon shall provide a copy of the auditor's report (or portion thereof pertinent to Integra's compliance with the eligibility criteria) to Integra, then (without limiting Verizon's rights under Section 3.1.4.2 above) Integra must convert all noncompliant circuits to the appropriate service, true up any difference in payments, make the correct payments on a going-forward basis, and reimburse Verizon for the cost of the independent auditor within thirty (30) days after receiving a statement of such costs from Verizon. If Integra fails to convert any noncompliant circuits to the appropriate service, then Verizon may convert or reprice such circuits as set forth in Section 3.1.4.2 above. Should the independent auditor confirm Integra's compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit, then Integra shall provide to the independent auditor for its verification a statement of Integra's out-of-pocket costs of complying with any requests of the independent auditor, and Verizon shall, within thirty (30) days of the date on which Integra submits such costs to the auditor, reimburse Integra for its out-of-pocket costs verified by the auditor. Integra shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated. Verizon's audit rights under this Section are in addition to, and not in limitation of, any other audit rights Verizon may have under the Amended Agreement or Applicable Law.

4. Limitation With Respect to Replacement Arrangements. Notwithstanding any other provision of this Amendment, any negotiations regarding any replacement arrangement or other facility or service that Verizon is not required to provide under 47 U.S.C. § 251 and 47 C.F.R. Part 51 shall be deemed not to have been conducted pursuant to 47 U.S.C. § 252(a)(1), or 47 C.F.R. Part 51, and shall not be subject to arbitration pursuant to 47 U.S.C. § 252(b). Any reference in this Amendment to Verizon's provision of a facility, service, or arrangement that Verizon is not required to provide under 47 U.S.C. § 251 and 47 C.F.R. Part 51 is solely for the convenience of the Parties and shall not be construed to require or permit arbitration of any rates, terms, or conditions for such facility, service, or arrangement pursuant to 47 U.S.C. § 252(b).
5. Miscellaneous Provisions.
 - 5.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 5.1.
 - 5.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

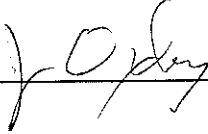
- 5.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 5.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly herein. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
- 5.5 Reservation of Rights. Notwithstanding any contrary provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, nothing contained in the Agreement, this Amendment, or any Verizon tariff or SGAT shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Oregon Public Utility Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's rights or obligations under the Agreement, this Amendment, any Verizon tariff or SGAT, or Applicable Law. The Parties' agreement to terms set forth in this Amendment is without prejudice to any positions they have advocated or may advocate in any forum with respect to any matter addressed herein.
- 5.6 Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.
- 5.7 Definitions. Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, and subject to Section 2 above, the following terms, as used in this Amendment, shall have the meanings set forth below:
- 5.7.1 Commingling. Shall have the meaning set forth in 47 C.F.R. 51.5. "Commingling" means the act of Commingling.
- 5.7.2 Dedicated Transport. Dedicated Transport is a Verizon DS1- or DS3-capacity transmission facility, within a LATA, between Verizon Wire Centers or switches (as identified in the LERG) that is dedicated to a particular customer or carrier. For avoidance of any doubt, Verizon shall not be required to provide unbundled access to any form of Dedicated Transport that Verizon is not required to unbundle under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 (including, but not limited to, any Dedicated Transport that does not connect a pair of Verizon Wire Centers).
- 5.7.3 Discontinued Facility. Any facility that Verizon, at any time, has provided or offered to provide to Integra on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 (whether under the Agreement, a Verizon tariff, or a Verizon SGAT), but which by operation of law has ceased or ceases to be subject to an unbundling requirement under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.
- 5.7.4 DS1 Dedicated Transport. Dedicated Transport having a total digital signal speed of 1.544 Mbps.
- 5.7.5 DS3 Dedicated Transport. Dedicated Transport having a total digital signal speed of 44.736 Mbps.

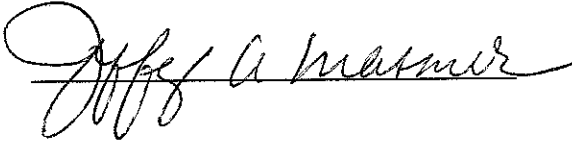
- 5.7.6 DS1 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, having a total digital signal speed of 1.544 megabytes per second, that Verizon is required to provide (if at all) under the Amended Agreement, including, but not limited to (to the extent Verizon is required to provide them under the Amended Agreement), two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T1 services.
- 5.7.7 DS3 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, having a total digital signal speed of 44.736 megabytes per second that Verizon is required to provide, if at all, under the Amended Agreement.
- 5.7.8 Wire Center. As set forth in 47 C.F.R. § 51.5, a Wire Center is the location of a Verizon local switching facility containing one or more central offices, as defined in the Appendix to Part 36 of Chapter 1 of Title 47 of the Code of Federal Regulations. The Wire Center boundaries define the area in which all customers served by a given Wire Center are located.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

INTEGRA TELECOM OF OREGON, INC.

VERIZON NORTHWEST INC.

By:  _____

By:  _____

Printed: J. Jeffery Oxley

Printed: Jeffrey A. Masoner

Title: Executive Vice President and General Counsel

Title: Vice President – Interconnection Services

Pricing Attachment

1. General

1.1 As used in this Attachment:

1.1.1 "Services" means and includes any Network Element or other service, facility, equipment or arrangement, provided pursuant to this Amendment; and,

1.1.2 "Charges" means the rates, fees, charges and prices for a Service.

1.2 Charges for Services provided under the Amended Agreement shall be those set forth in Exhibit A of this Pricing Attachment and in the Amended Agreement (including any cross references therein to applicable tariffs). For rate elements provided in Exhibit A of this Pricing Attachment that do not include a Charge, if any, whether marked as "TBD" or otherwise, , the Charge shall be the Charges required, approved, or permitted by the Oregon Public Utility Commission or the FCC, provided such Charges are not subject to a stay issued by any court of competent jurisdiction. The Charges for any such "TBD" rate elements shall apply on a prospective basis only unless otherwise permitted by an order of the Oregon Public Utility Commission.

1.3 In the absence of Charges for a Service established pursuant to Section 1.2 of this Attachment, the Charges for the Service shall be the Charges required, approved, or otherwise allowed to go into effect, by the Commission or the FCC (including, but not limited to, in a tariff that has been filed with the Commission or the FCC), provided such Charges are not subject to a stay issued by any court of competent jurisdiction.

1.4 In the absence of Charges for a Service established pursuant to Sections 1.2 through 1.3 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

EXHIBIT A^{1, 2}

OREGON NETWORK MODIFICATION - RATE ELEMENT	NON-RECURRING CHARGES
Commingled Arrangements – per circuit NRC	\$50.00
Conversion - Service Order	\$19.33
Conversion - Installation per circuit	\$7.27
Circuit Retag - per circuit	TBD

¹ This Exhibit may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Amended Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Exhibit shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Amended Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Amended Agreement.

² If a rate is marked "TBD" and the Amended Agreement otherwise provides for a rate, such other rate shall apply until such time as a new rate is established pursuant to the terms of the Amended Agreement.