

**Qwest Digital Subscriber Line (Qwest DSL™) Amendment
to the Interconnection Agreement between
Qwest Corporation
and
NorthStar Telecom, Inc.
for the State of North Dakota**

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

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") that was approved by the North Dakota Public Service Commission ("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 changing terms and conditions for Qwest Digital Subscriber Line (Qwest DSL™) as set forth in Attachment 1, to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution. Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment.

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

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.

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.

NorthStar Telecom, Inc.

Matthew O'Flaherty
Signature
Matthew O'Flaherty
Name Printed/Typed
President
Title
2/20/06
Date

Qwest Corporation

L. T. Christensen
Signature
L. T. Christensen
Name Printed/Typed
Director - Interconnection Agreements
Title
2/24/06
Date

ATTACHMENT 1

1.0 Qwest Digital Subscriber Line (Qwest DSL™) General

1.1 In the Report and Order and Notice of Proposed Rulemaking issued simultaneously in the *Appropriate Framework for Broadband Access to the Internet over Wireline Facilities Proceeding*, Docket No. 02-33 (and associated dockets), FCC 05-150 ("Order"), effective November 16, 2005, the FCC determined that facilities-based wireline broadband Internet access service is an information service. The Order permits carriers such as Qwest to offer broadband Internet access services on either a Title I or Title II basis. Qwest has decided to offer Qwest High Speed Internet Service (also known as Qwest Digital Subscriber Line (Qwest DSL™) service) on a Title I basis. With this reclassification, Qwest has elected to withdraw its tariffed DSL offerings.

1.2 CLEC's Interconnection Agreement includes access to certain Qwest DSL™ products, including, but not limited to, when purchased in conjunction with certain UNE-P and/or Resale services.

1.3 As of the execution date of this Amendment, CLEC shall not order or purchase and Qwest will not offer or provide any Qwest DSL™ services out of CLEC's existing Interconnection Agreement(s) with Qwest. Notwithstanding, nothing in this Amendment shall prevent Qwest from offering or providing commercially negotiated replacement products to CLEC.