



July 14, 2004

Universal Telecom, Inc.
Jeffrey Martin, President
1600 SW Western Blvd., Suite 290
Corvallis OR 97333
Phone- 541-752-9818

Dear Mr. Martin,

We have received your request that, under Section 252(i) of the Telecommunications Act of 1996, Universal Telecom, Inc., ("Universal") wishes to "Pick and Choose" in its entirety, the terms of the Interconnection Agreement and any associated amendments, if applicable, ("Agreement") between Level 3 Communications LLC, and Qwest Corporation fka U S WEST Communications, Inc. ("Qwest") that was approved by operation of law on April 6, 2003, as an effective agreement in the State of Washington. Universal Telecom, Inc. is incorporated in the state of Oregon. We understand you have a copy of the wireline agreement.

With respect to the aforementioned Agreement, Qwest and Universal ("the Parties") understand and agree:

1. The Parties shall request the Commission to expedite its review and approval of this Agreement. This Agreement shall become effective upon such approval.
2. Notwithstanding the mutual commitments set forth herein, the Qwest is entering into this Agreement without prejudice to any positions it has taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters, including those relating to the types of arrangements contained in this Agreement. During the proceeding in which the Commission is to review and approve the Agreement, Qwest may point out that it has objected, and continues to object, to the inclusion of the terms and conditions to which it objected in the proceedings involving the approval of the Underlying Agreement.
3. Universal adopts the terms and conditions of the Level 3 Communications LLC, Agreement for interconnection with Qwest and in applying the terms and conditions, agrees that Universal Telecom, Inc. be substituted in place of "Level 3 Communications LLC," throughout the Agreement wherever the latter appears.
4. Qwest requests that notice to Qwest Corporation as may be required under the Agreement shall be provided as follows:

Qwest Corporation
Director Interconnection Agreements
1801 California Street, Room 2420
Denver, CO 80202
303-965-3029
Email – IntAgree@qwest.com

With copy to:
Qwest Corporation Law Department
Attention: General Counsel, Interconnection
1801 California Street, 49th Floor
Denver, CO 80202

Universal requests that notice to Universal as may be required under the Agreement shall be provided as follows:

Universal Telecom, Inc.
Jeffrey Martin, President
1600 SW Western Blvd., Suite 290
Corvallis, OR 97333
Phone- 541-752-9818
Fax- 541-752-1525
Email martinj@uspops.com

5. Universal represents and warrants that it is a certified provider of local dialtone service in the State of Washington and that this Agreement will cover services in that state only.

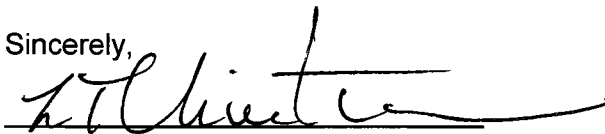
6. Please sign all three original copies of this letter, and overnight them within ninety (90) days to:

Qwest Corporation
Manager of Interconnection
1801 California St, Suite 2420
Denver, CO 80202
Phone: 303-965-3029

After October 8, 2004, Qwest may rescind its willingness to consider the Agreement's terms and conditions.

7. Please note that Qwest will file this letter with the appropriate state commission for approval; however, some state commissions will not approve the letter until the Universal is certified by the state commission. You may want to contact the appropriate state commission to determine the requisite filing guidelines.

Sincerely,



Qwest Corporation
L.T. Christensen
Director – Interconnection Agreements
1801 California Street, Suite 24th Floor
Denver, Colorado 80202

Date

7/26/04

I agree to all terms and conditions contained in this letter as indicated by my signature below:

Universal Telecom, Inc



Jeffrey R. Martin

President

7-19-2004

Date