

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 *Competitive Carrier* *Incumbent Local Exchange Carrier*

Name of Party: New Cingular Wireless Services, Inc. Qwest Corporation

Contact for Processing Questions:

Name: Eric Pue Carla Butler
Telephone: (425) 580-8788 (503) 242-5420
E-mail: ep7564@att.com carla.butler@qwest.com

Contact for Legal Questions (if different):

Name: _____
Telephone: _____
E-mail: _____

Other Persons wanting E-mail service of documents (if any):

Name: _____ don.mason@qwewt.com / intagree@qwest.com
E-mail: _____ don.mason@qwewt.com / intagree@qwest.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 16

**Reciprocal Compensation Credit Amendment
to the Wireless CMRS Interconnection Agreement
between
Qwest Corporation
and
New Cingular Wireless Services, Inc.
for the State of Oregon**

This is an Amendment ("Amendment") to the Wireless Type 2 Interconnection Agreement between Qwest Corporation (fka U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and New Cingular Wireless Services, Inc., formerly known as AT&T Wireless Services, Inc. ("WSP" or "Wireless Service Provider"), a Delaware corporation. Qwest and WSP shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Oregon, that was approved by the Oregon Public Utilities Commission on October 17, 1997, as referenced in Order No. 97-407 ("Agreement"); and

WHEREAS, the Parties agree to amend the Agreement 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 adding the following name change and terms and conditions for Reciprocal Compensation Credit which specifies the Reciprocal Compensation Credit factors for usage and two way facilities in the Agreement:

WSP and Qwest agree that upon execution of this Amendment, the Agreement will be between New Cingular Wireless Services, Inc., formerly known as AT&T Wireless Services and Qwest.

FACILITIES CREDIT

When WSP leases two-way facilities from Qwest for Entrance Facility (EF), Direct Trunked Transport (DTT) and Multiplexing, Qwest's charges shall be adjusted to account for the portion of the facility used to transport traffic originated by Qwest's end users to WSP, as follows:

A credit will be calculated by multiplying (1) the sum of the total monthly two-way channel facility for the EF and DTT, multiplexer and distance sensitive facilities state-specific charges by (2) a factor of 0.097 (nine point seven percent) which is based on a three consecutive month traffic study. This credit will be applied each month for the term of this Agreement.

The Parties agree that the Facilities Credit is intended to apply only to Type 2 interconnection facilities which are actually utilized as two-way facilities, and will not apply to one-way facilities. Unless the Parties agree otherwise in writing, either Party may route traffic to the other utilizing one-way trunks. Recurring charge for these trunks will be borne by the initiating Party.

Installation nonrecurring charges may be assessed by Qwest for each Type 2 trunk ordered by WSP, at the rates specified in the Agreement.

BILLING FOR QWEST ORIGINATED TRAFFIC

WSP will receive payment for Qwest originated traffic it terminates by using Reciprocal Compensation Credits based on factors developed from a three consecutive month study. Qwest will compensate WSP for MTA/Local two way traffic originated from Qwest's end users within the LATA.

The Reciprocal Compensation Credit shall be calculated as follows: Divide the total number of monthly Qwest measured MTA/Local WSP minutes of use terminated on Qwest's network by a factor of 0.656 (sixty five point six percent). The total of the calculation will then be multiplied by 0.344 (thirty four point four percent), to arrive at the total Qwest MTA/Local minutes of use terminated on WSP's network per month. This monthly total will be multiplied by the current ISP rate of \$.0007 to obtain the Reciprocal Compensation Credit for the month.

Monthly Qwest measured MTA/Local WSP minutes do not include: one-time charges, ancillary service charges, traffic from WSP transiting the Qwest network and terminating on another provider's network, switched access traffic, and any Qwest provided service which has its own contractual terms and conditions other than the services set forth in this Agreement.

The Reciprocal Compensation Credit for the month will appear on each monthly bill to WSP as a credit against amounts due and payable. Reciprocal Compensation Credits will be applied one (1) month in arrears. Any minutes of use eligible for the Reciprocal Compensation Credit which are adjusted (debit or credit) will directly result in an adjustment in the Reciprocal Compensation Credit.

The Reciprocal Compensation Credit factors for usage and two way facilities can be updated annually subject to review and agreement by both Parties, based on a three-month study of actual usage of traffic exchanged between the Parties. If the Parties do not initiate a new traffic study and agree on new Reciprocal Compensation Credit factors, the current factors will remain in effect until the next update.

Effective Date

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

Amendments; Waivers

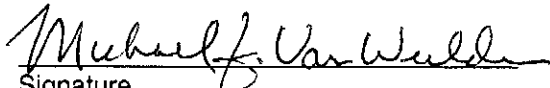
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may 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.

New Cingular Wireless Services, Inc.



Signature

Michael Van Weelden
Name Printed/Typed

Director - SCM Network
Title

1/7/08
Date

Qwest Corporation


Signature

L. T. Christensen
Name Printed/Typed

Director - Interconnection Agreements
Title

1/24/08
Date