

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 *Requesting Carrier* *Affected Carrier*

Name of Party:

Contact for Processing Questions:

Name:

Telephone:

E-mail:

Contact for Legal Questions (if different):

Name:

Telephone:

E-mail:

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

Name:

E-mail:

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 filed with Commission.

- Docket ARB
- Parties to prior agreement &
- Check one:

Adopts base agreement only; or

Adopts base agreement and subsequent amendments approved in Order No(s).

New Agreement: Seeks approval of new negotiated agreement.

- | | |
|---|---|
| <ul style="list-style-type: none">• Does filing replace an existing agreement between the parties?• NO• YES, Docket ARB | <ul style="list-style-type: none">• If filing involves Qwest Communications, does it utilize the terms of an SGAT?• NO• YES, Revision |
|---|---|

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

Docket ARB

Other: Please explain.

**Rate Update Amendment
to the Interconnection Agreement
between
Qwest Corporation and
Quantum Communications, Inc.
for the State of Oregon**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Quantum Communications, Inc. ("CLEC"). CLEC and Qwest 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 Public Utility Commission of Oregon ("Commission") on September 13, 2002, as referenced in Order No. 02-641 ARB 451 ("Agreement"); 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

Exhibit A of the Agreement is hereby amended by adding the rates for Collocation Charges, as set forth in the Exhibit A, attached hereto and incorporated herein.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

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.

Quantum Communications, Inc.



Signature

Mark J Holden

Name Printed/Typed

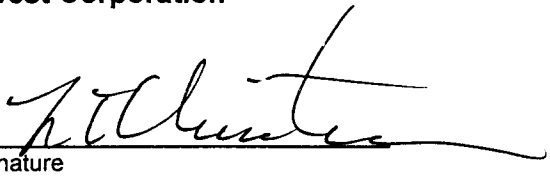
GM

Title

1/13/06

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

1/24/06

Date

**Exhibit A
Oregon***

Amendment		Recurring	Recurring, per Mile	Non-Recurring	Notes	Rec	NRC, per Mile	NRC
8.0	Collocation							
8.1	All Collocation							
8.1.2	Collocation Entrance Facility, per Fiber Pair							
8.1.2.1	Virtual Standard, per Fiber Pair							
8.1.2.1.1	Manhole, per Month, per Manhole	\$27.61				G		
8.1.2.1.2	Handhold, per Month, per Handhold	\$15.22				G		
8.1.2.1.3	Conduit / Innerduct, Entrance Enclosures to the Company Cable Vault, per Foot	\$0.42				G		
8.1.2.1.4	Core Drill, per Occurrence			\$363.13				G
8.1.2.1.5	Riser, Vault to Equipment, per Foot	\$0.47				G		
8.1.2.1.6	Fiber Optic Cable, per 24, per Foot	\$0.05				G		
8.1.2.1.7	Fiber Placement in Conduit and Riser, per Foot			\$1.66				G
8.1.2.1.8	Copper 25 Pair, per Foot	\$0.012				G		
8.1.2.1.9	Copper Placement Conduit and Riser, per Foot			\$1.66				G
8.1.2.1.10	Coax Placement, per Foot	\$0.20				G		
8.1.2.2	Cageless & Caged Standard Shared, per Fiber	\$5.92		\$613.33		1		1
8.1.2.3	Cross Connect, per Fiber	\$6.09		\$723.26		1		1
8.1.2.4	Express, per Cable	\$96.38		\$9,415.02		1		1
8.1.3	Cable Splicing							
8.1.3.1	Fiber, per Set-Up			\$153.50				1
8.1.3.2	Per Fiber Spliced			\$14.94				1
8.1.3.3	Per Splice, Copper			\$91.27				G
8.1.3.4	Copper, per Set-Up			\$14.94				1

S:
Unless otherwise indicated, all rates are pursuant to Oregon PUC Dockets listed below:
G: UT 119 (Order 96-079)

[1] Rates not addressed in a Cost Docket (estimated TELRIC)