

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:

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 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

**Collocation Express Fiber Entrance Facility
Amendment to the
Interconnection Agreement
between
Qwest Corporation
And
Electric Lightwave, LLC**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Electric Lightwave, LLC. ("CLEC") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") that was approved by the Commission; and

WHEREAS, the Parties agree to amend the Agreement with 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:

1. Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Collocation Express Fiber Entrance Facility as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Although agreeing to the language and rates in this document for the limited purposes of this Amendment, CLEC and Qwest reserve their right to assert that different language and/or rates should be used in other contexts.

2. Effective Date

This Amendment shall be deemed effective upon Commission approval.

3. Further Amendments

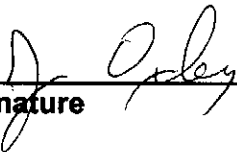
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

4. Entire Agreement

Other than the publicly filed Agreement and its Amendments, Qwest and CLEC have no agreement or understanding, written or oral, relating to the terms and conditions for CLEC's purchase of Express Fiber in the State of Oregon.

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.

Electric Lightwave, LLC.



Signature

J. Jeffrey Oxley

Name Printed/Typed

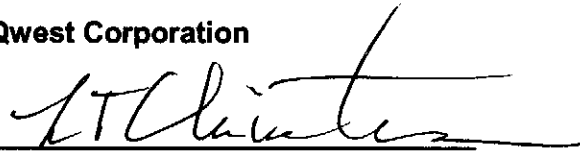
General Counsel

Title

1/23/09

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director-Wholesale Contracts

Title

2/4/09

Date

ATTACHMENT 1

COLLOCATION EXPRESS FIBER ENTRANCE FACILITY

1. Express Fiber Entrance Facility provides that CLEC fiber will be pulled to CLEC Collocation equipment without splices or termination on an FDP.
2. Qwest will place CLEC-provided fiber cable from the Qwest Collocation point of entry (C-POI) directly to CLEC's Collocation space. The fiber cable placed in the Wire Center must meet NEBS Level 1 fire rating requirements. If CLEC provided cable does not meet NEBS Level 1 fire rating requirements then a transition splice will occur in the cable vault to insure that the cable within the Qwest Wire Center meets requirements. This option will not be available if there is only one (1) conduit with two (2) unused innerducts (one (1) for emergency restoral and one for a shared entrance cable).
3. Qwest will designate the location of the C-POI for Virtual, Caged Physical or Cageless Physical Collocation arrangements.
4. The Collocation Entrance Facility is assumed to be fiber optic cable and meets industry standards (GR. 20 Core). Metallic sheath cable is not considered a standard Collocation Entrance Facility. Requests for non-standard entrances will be considered through the BFR process described in the Bona Fide Request Process Section of the Agreement. All costs and Provisioning intervals for non-standard entrances will be developed on an Individual Case Basis.
5. CLEC must submit its request for Express Fiber via a collocation application. Express Fiber may be an initial request or an augment request.
6. In addition to the Express Fiber rate element, rates, terms and conditions, as well as intervals, for Collocation apply pursuant to the Collocation Section of the Agreement.

