

**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.**

<b>1. PARTIES</b>	<i>Competitive Carrier</i>	<i>Incumbent Local Exchange Carrier</i>
Name of Party:	Electric Lightwave, LLC	Qwest )orporationô
Contact for Processing Questions:		
Name:	J. Jeffrey Oxley	Carla Butler
Telephone:	(503) 453-8118	(503) 242-5420
E-mail:	jjoxley@integratelecom.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:		Steve Dea
E-mail:		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

**Expedites Amendment  
to the Interconnection Agreement between  
Qwest Corporation  
and  
Electric Lightwave, LLC  
for the State of Oregon**

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

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement that was approved by the Public Utility Commission of Oregon ("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 rates, terms and conditions relating to Expedites, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein. The Parties agree the rates, terms and conditions in this document are for the limited purposes of this Amendment. CLEC and Qwest reserve their rights to assert different language and/or rates in other contexts.

**2. Effective Date**

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

**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 Expedites in the State of Oregon.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Electric Lightwave, LLC**

J. Oxley  
Signature  
J. Jeffrey Oxley  
Name Printed/Typed  
VP, General Counsel  
Title  
June 3, 2011  
Date

**Qwest Corporation**

L.T. Christensen  
Signature  
L.T. Christensen  
Name Printed/Typed  
Director - Wholesale Contracts  
Title  
6/6/11  
Date

## **Attachment 1 Expedites**

**NOTE: The numbering in this Attachment 1 (which may not be consecutive) is used as a convenience to the Parties and may not be related to the numbering of the remainder of the Agreement.**

12.2.1.2 Expedites. CLEC may request a Due Date earlier than the applicable Due Date interval for that product or service. Requests for expedites can be made either prior to, or after, submitting CLEC's service request.

12.2.1.2.1 Notwithstanding any other provision of this Agreement, for all products and services under this Agreement (except for Collocation), Qwest will grant and process CLEC's expedite request, and expedite charges are not applicable, if Qwest does not apply expedite charges to its retail Customers, such as when certain conditions (e.g., fire or flood) are met and the applicable condition is met with respect to CLEC's request for an expedited order. If the conditions are met, but resources are not available, Qwest will grant and process CLEC's expedite request only to the extent that it would grant and process an expedite request for a retail Customer when resources are not available.

12.2.1.2.2 If none of the conditions described in Section 12.2.1.2.1 are met, Qwest will grant and process CLEC's expedite request, but the expedite charges in Exhibit A will apply, unless the need for the expedite is caused by Qwest.

12.2.1.2.3 Nothing in this Section 12.2.1.2 alters whether a non-recurring installation charge in Exhibit A applies to the CLEC order pursuant to the terms of the applicable section of this Agreement. The expedite charge, if applicable, is separate from the installation charge.

Oregon Expedite Rate Update  
Exhibit A

	Recurring	Recurring, per Mile	Nonrecurring	REC	REC Rate	REC
<b>9.20 Miscellaneous Charges</b>						
9.20.14 Expedite Charge, per Order			\$150.00			*
<b>Notes:</b>						
* This rate is interim, but not subject to true-up.						