

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

**Triennial Review Order and Reciprocal Compensation Credit Amendment
to the Interconnection Agreement between
Qwest Corporation and
Verizon Wireless (fka U S WEST NewVector Group, Inc.)
for the State of Oregon**

This is an amendment ("Amendment") to the Type 2 Wireless Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and the Verizon Wireless entities listed on the signature page of this Amendment (collectively "Verizon Wireless" or "WSP"), successor-in-interest to Cellco Partnership d/b/a Verizon Wireless. This Amendment incorporates the Triennial Review Order, and new Reciprocal Compensation Credit Factors between Qwest and WSP. WSP and Qwest shall be known jointly as the "Parties".

RECITALS.

WHEREAS, WSP and Qwest entered into an Interconnection Agreement ("Agreement"), for service in the State of Oregon, that was approved by the Public Utility Commission of Oregon ("Commission"); and

WHEREAS, the Federal Communications Commission ("FCC") promulgated new rules and regulations pertaining to, among other things, the availability of unbundled network elements ("UNEs") pursuant to Section 251(c)(3) of the Telecommunications Act of 1996 (the "Act") in its Report and Order *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, (effective October 2, 2003) ("TRO"); and

WHEREAS, the TRO materially modify Qwest's obligations under the Act with respect to, among other things, Qwest's requirement to offer certain UNEs; and

WHEREAS, the Parties wish to amend the Agreement to comply with the TRO and hereby agree to do so under the terms and conditions contained herein; and

WHEREAS, the Parties wish to change the current Reciprocal Compensation Credit Factors.

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:

I. Amendment Terms.

To the extent applicable, the Agreement is hereby amended by deleting certain UNE signaling as set forth in Attachment 1, and implementing new Reciprocal Compensation Credit Factors as set forth in Attachment 2 to this Amendment, attached hereto and incorporated herein by this reference.

II. Commission Filing/Commission Approval.

The Parties shall work together in good faith to prepare and file the necessary document to notify the Commission of the actions set forth in Section 1 above.

III. Limitations.

Nothing in this Amendment shall be deemed an admission by Qwest or WSP concerning the interpretation or effect of the TRO, nor rules, regulations, interpretations, and appeals thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same. Nothing in this Amendment shall preclude or estop Qwest or WSP from taking any position in any forum concerning the proper interpretation or effect of TRO or concerning whether the TRO should be changed, vacated, dismissed, stayed or modified.

IV. Conflicts.

In the event of a conflict between this Amendment and the terms and conditions of the Agreement, this Amendment shall control, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement shall not be interpreted as, or deemed a grounds for finding, a conflict for purposes of this Section IV.

V. Scope.

This Amendment shall amend, modify and revise the Agreement only to the extent the UNE listed in Attachment 1 are included in the Agreement and, except to the extent set forth in Section I and Section II of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Execution Date.

VI. Effective Date.

This Amendment shall be deemed effective upon approval by the Commission, except where the change of law provision in WSP's Agreement specifies a different effective date. The Parties agree to implement the provisions of this Amendment upon execution ("Execution Date").

VII. Further Amendments.

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.

VIII. 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.

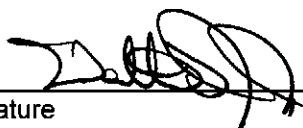
The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Verizon Wireless

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Cellco Partnership d/b/a Verizon Wireless

Verizon Wireless Telecom, Inc.



Signature

Walter L. Jones, Jr.

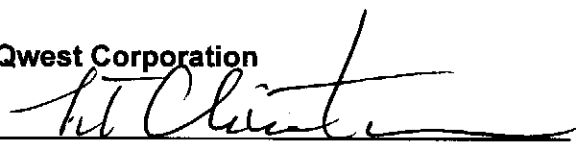
Name Printed/Typed

West Area Vice President - Network

Title

9/7/08

Date

Qwest Corporation


Signature

L.T. Christensen

Name Printed/Typed

Director - Interconnection Agreements

Title

9/24/08

Date

ATTACHMENT 1

1. Signaling Networks

1.1 Transition for Signaling Networks - Upon the Execution Date, WSP will not place, and Qwest will not accept, ASRs for unbundled signaling network elements. Qwest account representatives will work with WSP on a plan to convert any existing unbundled signaling network elements to other available Qwest products or services. WSP will submit complete, error-free ASRs to convert or disconnect any existing unbundled signaling network elements with due dates that are within ninety (90) days of the Execution Date. Qwest and WSP will work together to identify those network elements.

1.2 Failure to Convert Non-Impaired Network Elements – Signaling Networks. Absent WSP transition of signaling networks within ninety (90) days of the Execution Date, Qwest will convert services to alternate arrangements. WSP is subject to back billing for the difference between the rates for the UNEs and rates for the Qwest alternative service arrangements to the ninety-first (91st) day. WSP is also responsible for all non-recurring charges associated with such conversions.

ATTACHMENT 2

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 0.108 (ten point eight 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 0.66 (sixty-six percent). The total of the calculation will then be multiplied by 0.34 (thirty-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 \$0.0007 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.

Inter-MTA factors for determining non-Local traffic will remain as currently agreed upon by the Parties.