

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 | <i>Competitive Carrier</i> | <i>Incumbent Local Exchange Carrier</i> |
| Name of Party: | Zayo Bandwidth Northwest, Inc. | Qwest Corporation dba CenturyLink QC |
| Contact for Processing Questions: | | |
| Name: | Mike Allentoff | Carla Butler |
| Telephone: | (585) 785-5837 | (503) 242-5420 |
| E-mail: | mike.allentoff@zayo.com | carla.butler@centurylink.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*centurylink.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

**Standard Shared Fiber Rate Update Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC and
Zayo Bandwidth Northwest, Inc.
for the State of Oregon**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and Zayo Bandwidth Northwest, Inc. (“CLEC”). CenturyLink and CLEC shall be known jointly as the “Parties”.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement (“Agreement”) for service in the state of Oregon which was approved by the Commission on December 10, 2003; and

WHEREAS, the Parties desire 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

The Agreement is hereby amended by adding rates for standard shared fiber as set forth in Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

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 CenturyLink. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, CenturyLink 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 CenturyLink 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.

Zayo Bandwidth Northwest, Inc.

DocuSigned by:
Gregg Strumberger
B3B0C76CF63E4A8...
Signature

Name Printed/Typed

General Counsel, ZFS

Title

7/29/2013

Date

Qwest Corporation dba CenturyLink QC

05E9FC68BD57454...
L T Christensen
DocuSigned By: L T Christensen
Signature

L. T. Christensen

Name Printed/Typed

Director – Wholesale Contracts

Title

7/29/2013

Date

| Select the appropriate type of contract below. For cost docket changes, leave blank: | | | | Select Traffic Type | EAS / Local Traffic Reciprocal Compensation Election | | | | | |
|--|---|---|--|---------------------|--|--------------------|---------------|-------|--------------|-----|
| | | | | Options | Options | | | Notes | | |
| | | | | | Recurring | Recurring Per Mile | Non-Recurring | REC | REC per Mile | NRC |
| 8.0 Collocation | | | | | | | | | | |
| 8.1 All Collocation | | | | | | | | | | |
| | 8.1.2 | Entrance Facility | | | | | | | | |
| | 8.1.2.2 | Cageless & Caged Standard Shared, per Fiber | | | \$5.92 | | \$613.33 | 1 | | 1 |
| NOTES: | | | | | | | | | | |
| 1 | Rates not addressed in a Cost Docket (estimated TELRIC) | | | | | | | | | |