

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 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.

805 Broadway
Vancouver, WA 98660
Tel 360 905 6985
Fax 360 905 6811



jackie.phillips@centurytel.com

Jackie Phillips
Regional Director-Carrier Relations

October 25, 2006

Mr. William E. Braun
Vice-President & General Counsel
1-800-RECONEX, Inc.
2500 Industrial Avenue
Hubbard, Oregon 97032

RE: Resale Agreement Filing with Oregon Public Utility Commission, ARB 774

Dear Mr. Braun:

The Resale Agreement between 1-800-RECONEX, Inc. and CenturyTel of Eastern Oregon, Inc. and CenturyTel of Oregon, Inc. (the "Agreement") has been filed with the Oregon Public Utility Commission. The Commission has requested that we modify the language in Article III, Section 26 of the Agreement to replace "Monroe, Louisiana" with Salem, Oregon. In order to accomplish this, I am enclosing a replacement page to the Agreement.

Please indicate your agreement to the provisions of this letter by signing this original on the space provided below and return to me for filing with the Oregon Public Utility Commission. Once the original has been signed on behalf of CenturyTel, I will send a fully executed copy to you for your files.

Very truly yours,

CenturyTel of Eastern Oregon, Inc.
CenturyTel of Oregon, Inc.

A handwritten signature in cursive script, appearing to read "Jackie Phillips", written over a horizontal line.

Jackie Phillips
Regional Director-Carrier Relations

Date signed: 11-3-06

Reviewed and countersigned:

1-800-RECONEX, Inc.

A handwritten signature in cursive script, appearing to read "William E. Braun", written over a horizontal line.

William E. Braun
Vice-President & General Counsel

Date signed: 10-25-06

of documents (including reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

21.6 Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Article IV, Section 4 in accordance with this Agreement. However, during the pendency of any dispute resolution procedures CTOC reserves the right not to accept new RECONEX service orders.

22. Entire Agreement.

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

23. Expenses.

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

24. Force Majeure.

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or likes acts of God, wars, terrorism, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including, without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other material change of circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease. It is expressly agreed that financial difficulties of a Party are not subject to this section.

25. Good Faith Performance.

In the performance of their obligations under this Agreement, the Parties shall act in good faith.

26. Governing Law.

This Agreement shall be governed by and construed in accordance with the Act, applicable Federal and (to the extent not inconsistent therewith) domestic laws of the State where the services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the State or Federal courts of Salem, Oregon.