

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:	Teleport Communications Amer ca, LLC f/k/a TCG OregonB	Qwest Corporation d/b/a CenturyLink QC
Contact for Processing Questions:		
Name:	Corbin E. Coombs	Carla Butler
Telephone:	(312) 696-3622	(503) 242-5420
E-mail:	cc2862@att.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

**Calculation of the Factor and Legal Entity Name Change Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC and
Teleport Communications America, LLC (f/k/a TCG Oregon)
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 Teleport Communications America, LLC (f/k/a TCG Oregon) ("CLEC"). CenturyLink and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties, or their predecessors in interest, entered into an Interconnection Agreement ("Agreement") for service in the state of Oregon which was approved by the Commission on December 2, 2004; and

WHEREAS, CLEC has also requested to amend the Agreement based on its name having changed due to a pro forma internal reorganization within its parent organization; 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

Legal Entity Name Change: The name "Teleport Communications America, LLC" shall replace the name "TCG Oregon" in every instance where it occurs in the Agreement.

The Agreement is hereby amended by adding terms, conditions and rates for calculation of the Factor as set forth in Exhibit H, to this Amendment, attached hereto and incorporated herein by this reference.

The Agreement is also hereby amended by adding the following paragraph:

CLEC must not remit payment for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless those functions and obligations are specifically agreed to by the parties in this Agreement or in an amendment to this Agreement

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.

Teleport Communications America, LLC.

DocuSigned by:
Corbin Coombs
71684BBCDBDE478...

Signature

Corbin E. Coombs

Name Printed/Typed

Director – Product Marketing

Title

7/12/2013

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

7/12/2013

Date

EXHIBIT H
Eleven States

Calculation of the Relative Use Factor (RUF)

Minutes that are CenturyLink’s responsibility (A):

- All EAS/Local 251(b)(5) Minutes of Use (MOU) that CenturyLink sends to CLEC
- All CenturyLink Exchange Access MOU that CenturyLink sends to CLEC
- EAS/Local 251(b)(5) traffic that transits CenturyLink network and is terminated to CLEC, for which CenturyLink receives compensation from the originating Carrier for performing the local transiting function
- All IntraLATA transit MOU that CenturyLink sends to CLEC
- All ISP-bound and FX MOU that CLEC sends to CenturyLink

Minutes that are CLEC’s responsibility (B):

- All EAS/Local 251(b)(5) MOU that CLEC sends to CenturyLink
- All Exchange Access MOU that CLEC sends to CenturyLink
- All EAS/Local 251(b)(5) traffic that CLEC sends to CenturyLink for termination on another Carrier’s network
- All IntraLATA transit MOU that CLEC sends to CenturyLink
- All Jointly Provided Switched Access (unless joint NECA 4 billing percentages have been filed) that CenturyLink sends to CLEC and that CLEC sends to CenturyLink

Non- Local Minutes that are CLEC’s responsibility (C):

- All ISP-bound and VNXX MOU that CenturyLink sends to CLEC
- All VNXX MOU that transits CenturyLink network and is terminated to CLEC
- All Toll VoIP–PSTN MOU that CLEC sends to CenturyLink

The mathematical equation for RUF is as follows:

**CenturyLink Responsibility: $(A) / (A+B+C)$ Rounded to
nearest whole percentage**

**CLEC Responsibility: $(B +C) / (A+B+C)$ Rounded to
nearest whole percentage**

Data used for the calculation will be the average of the most recent three (3) months’ usage determined not to be an anomaly.