

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 *Requesting Carrier* *Affected 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.

**Performance Assurance Plan Implementation Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Covad Communications Company
for the State of Oregon**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Covad Communications Company ("CLEC"), a California corporation.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Oregon, that was approved by the Oregon Public Utility Commission on April 9, 1999, as referenced in ARB-96, Order No. 99-248 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement 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:

Service Performance

The Performance Assurance Plan ("PAP") and the Performance Indicator Definitions ("PIDs") included as Exhibits K and B, respectively, in the Agreement are hereby replaced by the Exhibits K and B effective in the Oregon SGAT Eighteenth Revision as ordered by the Commission in Order No. 05-004. Subsequent modifications to the PIDs and PAP, filed with the Commission and made effective by an order of the Commission, shall apply to and modify the Agreement without further amendment, subject to and in accordance with terms therein and any applicable subsequent judicial review.

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.

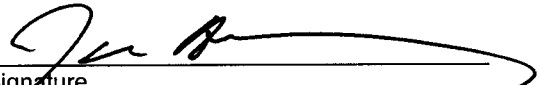
Entire Agreement

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this

Amendment 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 this Amendment.

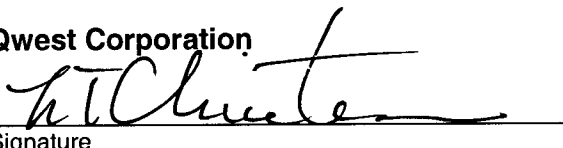
The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Covad Communications Company



Signature
James A. Kirkland
Name Printed/Typed
SVP, Strategic Dev & General Counsel
Title
7/25/05
Date

Qwest Corporation



Signature
L. T. Christensen
Name Printed/Typed
Director – Interconnection Agreements
Title
7/27/05
Date