
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 (Check all that apply. For example, parties seeking to adopt a previously approved agreement with new negotiated amendments should check both "Adoption" and "Amendment" categories.)

Adoption: Adopts interconnection agreement previously approved by the Commission.

Parties to prior agreement _____ & _____

Approved in Docket ARB _____, Order No(s). _____

- Does filing adopt amendments to base agreement previously approved by the Commission?

NO

YES, approved in Docket ARB _____, Order No(s). _____

New Agreement: Seeks approval of new negotiated agreement.

- Does this filing replace an agreement between the same parties that was previously approved by the Commission?

NO

YES, approved in Docket ARB _____, Order No(s). _____

Amendment: Amends an existing carrier-to-carrier agreement.

- If the original agreement was negotiated, has it been approved by Commission?

NO, decision pending in Docket ARB _____

YES, approved in Docket ARB _____, Order No(s). _____

- If original agreement was an adoption, what was its docket number? Docket ARB _____

Other: Please explain.

March 18, 2004

T-Mobile USA, Inc. and its affiliates
Attention: David A. Miller
Sr. Vice President of Legal Affairs
12920 SE 38th Street
Bellevue, WA 98006

RE: Adoption of existing Interconnection and Reciprocal Compensation Agreement

Dear Mr. Miller:

CenturyTel of Eastern Oregon, Inc. and CenturyTel of Oregon, Inc. (referred to as "CenturyTel") has received a request from T-Mobile USA, Inc. and its affiliates (collectively "T-Mobile") stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), T-Mobile wishes to adopt the terms of the Interconnection and Reciprocal Compensation Agreement between CenturyTel of Oregon, Inc. and CenturyTel of Eastern Oregon, Inc. formerly known as Telephone Utilities of Oregon, Inc. and Telephone Utilities of Eastern Oregon, Inc. each d/b/a PTI Communications, and AT&T Wireless Services, Inc. ("AT&T Wireless") that was approved by the Public Utility Commission of Oregon as an effective agreement in the State of Oregon in ARB 66, Order No. 98-300 on July 16, 1998 (the "Terms"). This letter shall confirm that T-Mobile has a copy of the Terms. Please note the following with respect to T-Mobile's adoption of the Terms.

By T-Mobile's countersignature on this letter, T-Mobile hereby represents and commits to the following:

1. Except as set forth below, T-Mobile adopts the Terms of the AT&T Wireless agreement as amended for interconnection with CenturyTel and in applying the Terms, agrees that T-Mobile shall be substituted in place of AT&T Wireless in the Terms wherever appropriate.
2. T-Mobile requests that notice to T-Mobile as may be required under the Terms shall be provided as follows:

If to T-MOBILE:

T-Mobile USA, Inc.
Attn: David A. Miller, Sr.
Vice President of Legal Affairs
12920 SE 38th Street
Bellevue, WA 98006
Facsimile: 425-378-4040
Telephone: 425-378-4000

With a copy to:

T-Mobile USA, Inc.
Attn: Ms. Chris Sykes, Director Telco Services
12920 SE 38th Street
Bellevue, WA 98006
Facsimile: 425-653-4810
Telephone: 425-378-4000

3. T-Mobile represents and warrants that it is licensed to provide Wireless telecommunications service in the State of Oregon, and that its adoption of the Terms will cover services in the State of Oregon only.
4. T-Mobile's adoption of the AT&T Wireless Terms shall become effective upon CenturyTel's filing of this letter with the Public Utility Commission of Oregon and shall terminate pursuant to the AT&T Wireless Terms.
5. As the Terms are being adopted by T-Mobile pursuant to your statutory rights under Section 252(i), CenturyTel does not provide the Terms to T-Mobile as either a voluntary or negotiated agreement. The filing and performance by CenturyTel of the Terms does not in any way constitute a waiver by CenturyTel of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyTel of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of T-Mobile's 252(i) election.
6. Pursuant to the FCC's ruling in Implementation of the local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-bound Traffic, CC Docket No. 96-98, CC Docket No. 99-68, (April 27, 2001), local exchange carriers may not, as of May 15, 2001, opt into an existing interconnection agreement with regard to the rates paid for the exchange of ISP-bound traffic. Thus, to the extent that compensation for the exchange of ISP-bound traffic is addressed in the AT&T Wireless agreement, the Parties acknowledge that such compensatory arrangement is not a part of this Adoption Agreement.
7. The Terms shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.
8. CenturyTel reserves the right to deny any T-Mobile adoption and/or application of the Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Terms to T-Mobile are greater than the costs of providing it to AT&T Wireless;

- (b) if the provision of the Terms to T-Mobile is not technically feasible; and/or to the extent T-Mobile already has an existing interconnection agreement (or existing 252(i) adoption with CenturyTel and the Terms were approved before the date of approval of the existing interconnection agreement (or the effective date of the existing 252(i) adoption).
9. Should T-Mobile attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, CenturyTel reserves its rights to seek appropriate legal and/or equitable relief.
10. The Parties acknowledge that CenturyTel is entitled to claim that it is a rural telephone company (as defined in 47 U.S.C. 153) as provided by 47 U.S.C. 251(f) and that by entering into this Agreement, CenturyTel is not waiving any rights under 47 U.S.C. 251 (f).
11. The Parties agree that the Adoption Agreement will be effective January 1, 2004 and subject to any Commission review and approval.

Please indicate T-Mobile's agreement to the provisions of this letter by signing three (3) original copies of this letter on the space provided below and return to Jackie Phillips, Manager, Carrier Relations, 805 Broadway, Vancouver, WA 98660.

Very truly yours,

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

Guy Miller
Director – Carrier Relations

Date signed: _____

T-Mobile USA, Inc.

(Name) _____
(Title) _____

Date signed: _____