

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.

**Loop Installation Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Advanced Telcom, Inc.
for the State of Oregon**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and Advanced Telcom, Inc. ("CLEC"), a Delaware corporation; (collectively, the "Parties").

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 November 20, 1998, as referenced in Docket No. 98-485 ("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:

1. Amendment Terms

The Agreement is hereby amended by adding Loop Installation terms, conditions and rates to the Agreement as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

2. Effective Date

This Amendment shall be deemed effective upon approval by the Oregon Public Utility Commission; however, the Parties agree to implement the provisions of this Amendment upon execution.

3. Further Amendments

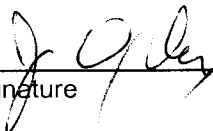
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

4. Entire Agreement

Other than the publicly filed Agreement and its Amendments, the Parties have no agreement or understanding, written or oral, relating to the terms and conditions for CLEC's purchase of Loop installation in the State of Oregon.

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.

Advanced Telcom, Inc.



Signature

J. Jeffery Oxley

Name Printed/Typed


EVP, General Counsel & Secretary

Title

12/20/2005

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

12/27/05

Date

**ATTACHMENT 1
LOOP INSTALLATION
AMENDMENT TO ATTACHMENT 3 OF THE AGREEMENT**

2.4 Provisioning Options. The following provisioning options are available for Unbundled Loop elements. Charges for these Provisioning options vary depending on the type of Loop requested. Rates are contained in Exhibit A of this Amendment. Testing parameters are described below and in Qwest Technical Publication 77384, Qwest Interconnection Service – Unbundled Loop.

2.4.1 Basic Installation. Basic Installation may be ordered for new or existing Unbundled Loops. Upon completion, Qwest will call CLEC to notify CLEC that the Qwest work has been completed.

2.4.1.1 For an existing End User Customer, the Basic Installation option is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. There is no associated circuit testing performed.

2.4.1.2 For new End User Customer service, the Basic Installation option involves the COT and Field Technician (CST/NT) completing circuit wiring and performing the required performance tests to ensure the new circuit meets the required parameter limits. The test results are NOT provided to CLEC.

2.4.1.3 For basic installation of existing 2/4 wire analog Loops, Qwest provides a Quick Loop with or without Local Number Portability (LNP) option, that enables CLEC to receive the Quick Loop installation interval as set forth in the Service Interval Guide on Qwest's Wholesale web-site. Quick Loop installation without LNP includes only a simple lift and lay procedure. Quick Loop with LNP installation provides a lift and lay, and the LNP functions. Quick Loop is not available with cooperative testing, coordinated installation, or when unbundling from an IDLC to a copper alternative.

2.4.2 Coordinated Installation Without Cooperative Testing. Coordinated Installation Without Cooperative Testing may be ordered for new or existing service. For both new and existing service, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at CLEC's designated Appointment Time, the Qwest Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If Qwest has not contacted CLEC by the designated Appointment Time, CLEC may contact Qwest to initiate the scheduled cut. If CLEC is not ready within thirty (30) minutes of the scheduled Appointment Time, then CLEC must reschedule the installation by submitting a supplemental LSR. If Qwest is not ready within thirty (30) minutes of the scheduled Appointment Time, Qwest will waive the nonrecurring charge for the installation option and the Parties will attempt

to set a new Appointment Time on the same day and, if unable to do so, Qwest will issue a Qwest jeopardy notice and a FOC with a new Due Date.

2.4.2.1 For an existing Unbundled Loop this Coordinated Installation Without Cooperative Testing is a "lift and lay" procedure without a dispatch that offers CLEC the ability to coordinate the conversion activity. The Qwest Implementor advises CLEC when the "lift and lay" procedure is complete.

2.4.2.2 For new Unbundled Loops, Qwest may dispatch a technician to terminate the new circuit at the End User Customer premises. This dispatch is included by the non-recurring charge. The Field Technician will not remain on the premises to perform the coordinated installation once the circuit is in place. The COT completes the installation in the Central Office, and the COT and Implementor/Tester complete the required performance tests to ensure that the new circuit meets required parameter limits. CLEC will not receive test results. When installation is complete, Qwest will notify CLEC.

Rate Elements

The following Non-recurring rates for Unbundled Loops are set forth in Exhibit A of this Agreement.

2/4 Wire Analog Loop (Voice Grade) Non-recurring rates.

2/4 Wire Non-Loaded Loop Non-recurring rates.

DS3 Capable Loop, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop Non-recurring rates.

**Exhibit A
Oregon***

Amendment						Notes				
					Recurring	Recurring, per Mile	Non-Recurring	Rec	NRC, per Mile	NRC
9.0	Unbundled Network Elements (UNEs)									
9.2	Unbundled Loops									
9.2.4	Loop Installation Charges for 2 & 4 wire Analog / Nonloaded, ISDN BRI Capable, xDSL - I Capable, and ADSL Compatible Loop where conditioning is not required.									
9.2.4.1	Basic Installation									
9.2.4.1.1	First									
	9.2.4.1.1.1 Manual						\$47.75			F, 13
	9.2.4.1.1.2 Mechanized						\$10.75			F
9.2.4.1.2	Each Additional									
	9.2.4.1.2.1 Manual						\$16.79			F, 13
	9.2.4.1.2.2 Mechanized						\$10.13			F
9.2.4.4	Coordinated Installation without Cooperative Testing									
9.2.4.4.1	First									
	9.2.4.4.1.1 Manual						\$52.37			F, 13
	9.2.4.4.1.2 Mechanized						\$15.40			F
9.2.4.4.2	Each Additional									
	9.2.4.4.2.1 Manual						\$21.43			F, 13
	9.2.4.4.2.2 Mechanized						\$14.78			F
9.2.6	DS3 Loop Installation Charges									
9.2.6.1	Basic Installation									
	9.2.6.1.1 First						\$124.67			#
	9.2.6.1.2 Each Additional						\$107.49			#
9.2.6.4	Coordinated Installation without Cooperative Testing									
	9.2.6.4.1 First						\$129.73			#
	9.2.6.4.2 Each Additional						\$112.55			#

NOTES:

Unless otherwise indicated, all rates are pursuant to Oregon PUC Dockets listed below:

F: UT 138 Ph III Nonrecurring (Order No. 03-085)

Voluntary Rate Reduction Docket UM 973. Reductions reflected in the 12/3/02 Exhibit A.

[13] Qwest is unable to bill Manual NRC rates at this time; the corresponding Mechanized NRC rate will be billed instead.