

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.

1. PARTIES	<i>Requesting Carrier</i>	<i>Affected Carrier</i>	
Name:	<u>McLeod USA Telecommunications</u>	<u>Qwest Corporation</u>	<u>Don Mason</u>
Address:	<u>6400 C Street, SW</u>	<u>Director-Interconnect</u>	<u>Qwest Corporation</u>
	<u>Cedar Rapids, IA 52406</u>	<u>1801 California St., Ste. 2401</u>	<u>421 S.W. Oak, Ste. 810</u>
		<u>Denver, CO 80202</u>	<u>Portland, OR 97204</u>

2. PRIMARY CONTACT PERSON FOR PROCESSING INFORMATION:

Name: Jamaica L. Wilson Phone: (503) 727-2081
Address: Perkins Coie LLP Fax: (503) 727-2222
1211 S.W. Fifth Avenue, Suite 1500 E-Mail: jamaicawilson@perkinscoie.com
Portland, OR 97204

3. 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 302(1)(2-4)(5)(6,7), Order No(s). by letter, 01-241, 01-732, 02-079, 02-150
If original agreement was an adoption, what was its docket number? Docket ARB 250
- Other:** Please explain.

INTERCONNECTION AGREEMENT AMENDMENT

McLeodUSA Telecommunications Services, Inc. ("McLeod") and Qwest Corporation ("Qwest") (collectively, the "Parties") are signatories to an Interconnection Agreement in the State of Oregon. That Interconnection Agreement has been amended by the Parties from time to time, including an Amendment approved March 19, 2001. The Parties agree to amend that Amendment as follows:

In the body of the Amendment, add the following at the end of Section 1.11:

"In accordance with Section 1.10, Qwest hereby gives advance written notice of the termination of this Amendment, effective December 31, 2003. The parties agree to meet to discuss McLeodUSA's (as defined in this Agreement, as amended) conversion plans no later than July 1, 2003.

In the event that McLeodUSA does not, by December 31, 2003, convert some or all of its services, as described in this Section 1.11, the prices set forth in Attachment 3.2 of the Interconnection Agreement Amendment Terms, dated October 26, 2000, ("Prior Amendment") and not the prices set forth on Attachment 3.2 hereto, shall apply to all such services that McLeodUSA has failed to so convert. Nothing contained herein shall be construed as agreement or assent on the part of Qwest to provide to McLeodUSA, or any other party, subsequent to December 31, 2003, the services known as "UNE-M" described in and made available pursuant to the Prior Amendment; provided, such services shall continue to be provided to McLeodUSA during a commercially reasonable conversion period."

In Attachment 3.2, under the heading "Prices for Offering", replace the "Platform recurring" rates column with the following:

Platform recurring rates,
effective on September 20, 2002 and ending December 31,
2003:

AZ	\$ 20.61
CO	27.05
IA	22.47
ID	26.25
MN	24.50
MT	31.85
ND	22.54
NE	22.06
NM	26.86
OR	26.90
SD	28.45
UT	21.86
WA	21.16
WY	32.29

Apart from the foregoing, all other terms and conditions of the IA, as amended, including without limitation, the term thereof, shall remain unchanged and in full force and effect.

**McLeodUSA Telecommunications
Services, Inc.**



Authorized Signature

David R. Conn

Name Printed/Typed

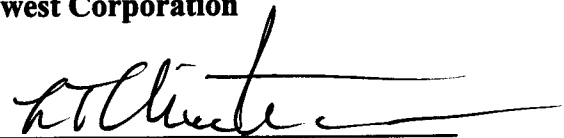
Vice President

Title

September 19, 2002

Date

Qwest Corporation



Authorized Signature

LT Christensen

Name Printed/Typed

Director

Title

9/19/02

Date