

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 *Competitive Carrier* *Incumbent Local Exchange 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.

- | | |
|--|--|
| • Does filing replace an existing agreement between the parties? | • If filing involves Qwest Communications, does it utilize the terms of an SGAT? |
| • NO | • NO |
| • YES, Docket ARB | • YES, Revision |

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

Docket ARB

Other: Please explain.

LETTER AGREEMENT

This letter agreement ("Agreement") between MCImetro Access Transmission Services LLC ("CLEC") and Qwest Corporation ("Qwest") sets forth the terms pursuant to which the parties will decommission certain CLEC collocation sites ordered pursuant to various interconnection agreements ("ICAs") between the parties and for which Qwest records indicate may still have associated customer traffic or circuits.

1. Sites to be Decommissioned.

CLEC is requesting decommissioning of the collocation sites listed in Exhibit A of this Agreement (the "Subject Sites"). Qwest records indicate that certain customer circuits may still be connected (either physically or by record) to these Subject Sites. CLEC must provide notice to its End User Customers of its intention to discontinue their service and move or disconnect all affected End User Customers prior to issuing a decommission application.

2. Site Decommissioning and Transport Disconnection.

Prior to issuing a collocation application to decommission a Subject Site, CLEC agrees to complete the purging of all of its systems in order to verify that no circuits remain in service at that Subject Site. CLEC agrees to test to verify that no traffic remains at the Subject Site and will have received a completion from Qwest for the disconnection of the transport DS3.

Upon receipt of a CLEC decommissioning application for a Subject Site, Qwest will complete such decommissioning consistent with the terms of the applicable ICA. CLEC hereby authorizes Qwest to disconnect any circuit still connected (whether physically or on record with Qwest) with the Subject Site during decommissioning.

CLEC agrees to indemnify and hold harmless Qwest against any claims by CLEC's End User Customers (as defined in the ICAs) whose service is affected by Qwest's decommissioning of the Subject Site and disconnection of circuits associated therewith to extent that the End User Customer service was affected solely by CLEC's failure to perform its obligations set forth in this Agreement.

3. Payment.

In accordance with the requirements of the ICAs, CLEC agrees to continue to pay all collocation charges for each Subject Site until the date its application for decommissioning that Subject Site is accepted by Qwest, provided that Qwest shall use commercially reasonable efforts to accept CLEC's application within five (5) business days of receipt. CLEC shall not be responsible for any other fees associated with decommissioning the Subject Sites.

4. Governing Terms.

In the event of any inconsistency between the provisions of this Agreement and the terms of any applicable ICA, the terms of the ICA shall prevail.

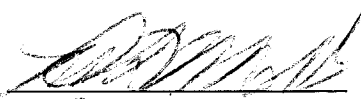
5. Additional Terms.

This Agreement applies only to those Subject Sites. No modifications to this Agreement shall be binding upon the parties unless made in writing, signed by both parties. This Agreement is effective as of the date both parties have executed this Agreement and shall remain in effect until September 1, 2009, unless terminated by in writing by the parties. This Agreement shall be governed by the laws of the State of New York irrespective of principles of choice of law.

QWEST CORPORATION

MCImetro Access Transmission Services LLC

By: Bryan Money
Title: Director, Wholesale *Qwest*
Date: 8-27-07

By: 
Title: Director
Date: Aug 29, 2007
Peter H. Reynolds

**EXHIBIT A
SUBJECT SITES**

CLLI_CODE	ACTL	CITY	STATE	Collocation Type
PHNXAZCA	PHNXAZCAHG4	PHOENIX	AZ	Physical
PHNXAZGR	PHNXAZGRHG4	PHOENIX	AZ	Physical
PHNXAZMA	PHNXAZMAHG8	PHOENIX	AZ	Physical
PHNXAZNO	PHNXAZNOHG7	PHOENIX	AZ	Physical
PHNXAZSY	PHNXAZSYHG3	PHOENIX	AZ	Physical
SCDLAZMA	SCDLAZMAHG5	SCOTTSDALE	AZ	Physical
AURRCOMA	AURRCOMAHG4	AURORA	CO	Physical
BLDRCOMA	BLDRCOMAHG4	BOULDER	CO	Physical
DNVRCOCH	DNVRCOCHHG5	DENVER	CO	Physical
DNVRCOCL	DNVRCOCLHG2	LITTLETON	CO	Physical
DNVRCOCP	DNVRCOCPHG8	DENVER	CO	Physical
DNVRCOCW	DNVRCOCWHG4	LOUISVILLE	CO	Physical
DNVRCODC	DNVRCODCHG6	DENVER	CO	Physical
DNVRCOEA	DNVRCOEAHG7	DENVER	CO	Physical
DNVRCOMA	DNVRCOMAHG7	DENVER	CO	Physical
DNVRCONE	DNVRCONEHG1	DENVER	CO	Physical
DNVRCOSE	DNVRCOSEHG4	DENVER	CO	Physical
DNVRCOSH	DNVRCOSHHG2	AURORA	CO	Cageless
DNVRCOSL	DNVRCOSLHG7	DENVER	CO	Physical
DNVRCOSO	DNVRCOSOHG4	DENVER	CO	Physical
DNVRCOSW	DNVRCOSWHG4	DENVER	CO	Physical
ENWDCOAB	ENWDCOABHG5	ENGLEWOOD	CO	Physical
ENWDCOMA	ENWDCOMAHG2	ENGLEWOOD	CO	Physical
GLVYMNOR	GLVYMNORHG3	GOLDEN VALLEY	MN	Physical
LNMTCOMA	LNMTCOMAHG2	LONGMONT	CO	Physical
LTTNCOHL	LTTNCOHLHG2	LITTLETON	CO	Physical
LTTNCOMA	LTTNCOMAHG2	LITTLETON	CO	Physical
NGLNCOMA	NGLNCOMAHG2	NORTHGLENN	CO	Physical
BLTNMNNO	BLTNMNNOHG2	BLOOMINGTON	MN	Cageless
MPLSMNBE	MPLSMNBEHG3	MINNEAPOLIS	MN	Physical
MPLSMNDT	MPLSMNDTHG6	MINNEAPOLIS	MN	Physical
PLMOMNFE	PLMOMNFEHG3	PLYMOUTH	MN	Cageless
PTLDOR11	PTLDOR11HG2	PORTLAND	OR	Physical
PTLDOR69	PTLDOR69HG8	PORTLAND	OR	Physical
BLLVWAGL	BLLVWAGLHG2	BELLEVUE	WA	Cageless
RNTNWA01	RNTNWA01HG3	RENTON	WA	Physical
STTLWA01	STTLWA01HG7	SEATTLE	WA	Physical
STTLWA03	STTLWA03HG5	SEATTLE	WA	Physical
STTLWA05	STTLWA05HG6	SEATTLE	WA	Physical
STTLWALA	STTLWALAHG2	SEATTLE	WA	Physical