

**Amendment
To the Interconnection Agreement
between
Qwest Corporation
and
Time Warner Telecom of Washington LLC
in the State of Washington**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Time Warner Telecom of Washington LLC (“TWTC” or “CLEC”) and Qwest Corporation (“Qwest”), a Colorado corporation.

RECITALS

WHEREAS, pursuant to Stipulation Between and Among the Debtors, Qwest Entities and Time Warner Telecom Inc. Relating to Executory Contracts in GST Telecom Inc. et al. Chapter 11, Case No. 00-1982, GST Telecom Washington, Inc. was authorized to assign its Interconnection Agreement (“Agreement”) to Time Warner Telecom of Washington LLC; and

WHEREAS, pursuant to the Stipulation, GST Telecom Washington, Inc. was permitted to assign and has assigned the Agreement to Time Warner Telecom of Washington LLC; and

WHEREAS, the Parties wish to amend the Interconnection 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:

Amendment Terms

The Agreement is hereby amended by deleting Section (C)2.3.2, Direct Trunked Transport, in its entirety and replacing it with the following:

(C)2.3.2 Direct Trunked Transport

(C)2.3.2.1 Either Party may elect to purchase Direct Trunked Transport from the other Party.

(C)2.3.2.1.1 Direct Trunked Transport (DTT) is available between the Serving Wire Center of the POI and the terminating Party’s tandem or End Office Switches. The applicable rates are described in Part H of the Agreement. DTT facilities are provided as dedicated DS3, DS1 or DS0 facilities.

(C)2.3.2.1.1.1 CLEC may establish a POI in the same building as Qwest's Tandem Office Switch. When CLEC arranges a local Interconnection trunk group through this POI to Qwest's Tandem Office Switch, Qwest will not apply either EF or DTT charges. When CLEC arranges collocated equipment in a Qwest Serving Wire Center other than the building which houses a Qwest Tandem Office Switch, and CLEC requests a trunk group to the Qwest Tandem Office Switch via the Collocation, Qwest will assess DTT charges on the distance between the Serving Wire Center and the Tandem Office Switch. EF charges will not apply in this case.

(C)2.3.2.1.2 When DTT is provided to a local or access tandem for Exchange Service (EAS/local traffic), or to an access tandem for Exchange Access (IntraLATA Toll), or Jointly Provided Switched Access traffic, the applicable DTT rate elements apply between the Serving Wire Center and the tandem. Additional rate elements for delivery of traffic to the terminating end office are Tandem Switching and Tandem Transmission. These rates are described below.

(C)2.3.2.1.3 Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center and the local/access tandem or end office.

(C)2.3.2.1.4 Fixed Charges per DS0, DS1 or DS3 and per mile charges are defined for DTT in Part H of the Agreement.

(C)2.3.2.2 If the Parties elect to establish LIS two-way DTT trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the LIS two-way DTT facilities shall be shared among the Parties by reducing the LIS two-way DTT rate element charges as follows:

(C)2.3.2.2.1 The provider of the LIS two-way DTT facility will initially share the cost of the LIS two-way DTT facility by assuming an initial relative use factor of fifty percent (50%) for a minimum of one quarter. The nominal charge to the other Party for the use of the DTT facility, as described in Part H, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-Internet related traffic to substantiate a change in that factor. If either Party demonstrates with non-ISP-bound data that actual minutes of use during the first quarter justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up first quarter charges. Once negotiation of new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter. By agreeing to this interim solution, Qwest does not waive its position that Internet related traffic is interstate in nature.

(C)2.3.2.3 Multiplexing options (DS1/DS3 MUX or DS0/DS1 MUX) are available at rates described in Part H of the Agreement.

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, the Parties agree to implement the provisions of this Amendment upon execution. To accommodate this need, TWTC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. TWTC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

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, amendments 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.

Time Warner Telecom of Washington LLC

By: Time Warner Telecom Holdings Inc.,
Its sole member

Qwest Corporation

Signature

Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director – Business Policy

Title

Date

Date