

**Collocation Decommission Amendment
to the Interconnection Agreement between
Time Warner Telecom of Washington LLC
and
Qwest Corporation
For the State of Washington**

This is an Amendment ("Amendment") for Collocation Decommission to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Time Warner Telecom of Washington LLC, a Delaware limited liability company ("TWTC or CLEC"). TWTC and Qwest shall be known jointly as the ("Parties").

RECITALS

WHEREAS, the Parties entered into a new Interconnection Agreement for service in the State of Washington ("Agreement"); and

WHEREAS, the Parties wish to amend the aforementioned Agreement by adding the terms and conditions contained herein; and

WHEREAS, the Agreement and this Amendment will be filed concurrently with the Washington Utilities and Transportation Commission ("Commission").

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 adding terms, conditions and rates for Collocation Decommission as set forth in Attachment 1 and Exhibit A to this Amendment, attached hereto and incorporated herein by this reference.

Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may 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 unless other time frames have been mutually agreed to by the Parties. Additionally, Qwest shall implement any necessary

billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the TWTC's bills shall be deemed accurate and adjusted without error.

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.

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

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 – Interconnection Agreements

Title

Date

Date

ATTACHMENT 1

Collocation Decommission

If terms and conditions for Collocation Decommissioning are included in CLEC's Interconnection Agreement, and those terms differ from those set forth in this document, then the terms of the Interconnection Agreement will prevail.

1.0 Description

1.1 Decommissioning refers to the deactivation of a Collocation site occupied by CLEC and removal of CLEC equipment there from.

1.2 Decommissioning is offered for Caged Physical, Cageless Physical, Virtual, and ICDF Collocation.

1.3 All other types of Collocation to be decommissioned will be handled on an Individual Case Basis (ICB) by contacting the appropriate Qwest Wholesale Project Manager (WPM).

1.4 A request for Decommissioning is irrevocable once Qwest accepts the Application, unless otherwise agreed to by the Parties.

2.0 Terms and Conditions

2.1 A Collocation site will be considered eligible for decommissioning after the site is built-out and accepted by CLEC. See completion and account billing process in the Qwest Product Catalog (PCAT).

2.2 If the site to be decommissioned is physical (caged or cageless) Collocation, Qwest requests CLEC to remove equipment prior to submitting a Decommissioning Application, as such term is defined in section 4.1 hereof. If the site to be decommissioned is Virtual Collocation, Qwest requests CLEC to groom existing facility(ies) onto another suitable facility or disconnect the existing facility prior to equipment removal.

2.3 If CLEC does not remove equipment within thirty (30) calendar days from Qwest's written e-mail acceptance of the Decommissioning Application, Qwest will send a written notification via e-mail stating the equipment is considered abandoned.

2.3.1 Upon receiving such notification of abandonment from Qwest, CLEC will have fifteen (15) calendar days to notify Qwest that the equipment is not abandoned and to remove the equipment. Upon written request, Qwest agrees to approve additional time for removal in the event circumstances warrant an extension, which approval shall not be unreasonably withheld, conditioned, or denied.

2.3.2 If CLEC does not remove the equipment in question within said fifteen (15) calendar days, or as agreed upon in writing, extension of time, pursuant to Section 2.3.1, Qwest will send a final written notification via e-mail and bill for the labor charges associated with Qwest's removal of the abandoned equipment.

2.3.3 In the case of Virtual Collocation, Qwest will automatically remove all equipment within forty-five (45) calendar days.

2.3.3.1 Qwest will negotiate with CLEC for the pick up of the equipment in a reasonable period of time.

2.3.3.2 For Virtual Collocation, there will be no cost for the removal of CLEC equipment.

2.4 Prior to submitting a Decommissioning Application, financial obligations with respect to the specific Collocation site to be decommissioned must be current, with the exception of formally disputed charges.

2.4.1 CLEC financial obligations include payment of 100% of all non-recurring quoted charges and all applicable monthly recurring charges that are more than thirty (30) days past due. Such financial obligations are additional to the charges, if any, set forth in this amendment.

2.5 CLEC must disconnect all services from the Collocation site to be decommissioned prior to submitting the Decommissioning Application. Services to be disconnected by CLEC include, but are not limited to: Unbundled Network Elements, administrative lines, finished services, and line sharing services. Services will need to be disconnected via ASR/LSR. If CLEC does not disconnect services, all charges with respect to such site will continue to accrue and the Decommissioning Application will be rejected.

2.6 Prior to disconnecting the circuits associated with the Collocation site, CLEC must notify, in writing, all current end users and service customers of the discontinuation of service.

2.7 CLEC must submit an e-mail notification attached to the Collocation Decommissioning Application Form representing to Qwest that all end users and service customers have been properly notified. Failure to include such representation will result in the rejection of the Collocation Decommissioning Application Form.

2.8 Intentionally left blank.

2.9 When submitting a Decommissioning Application for a Collocation site that also has a Direct CLEC-to-CLEC arrangement:

2.9.1 Qwest requires that the Direct CLEC-to-CLEC Connection be disconnected at the same time that Qwest performs the decommissioning.

2.9.2 CLEC submitting the Decommissioning Application must:

2.9.2.1 Submit a Letter of Authorization signed by both the vacating CLEC and partnering CLEC that authorizes Qwest to disconnect the installed Direct CLEC-to-CLEC cabling.

2.9.2.2 If a copy of the required Letter of Authorization is not attached to the Decommissioning Application, the Application will be rejected as incomplete after written notice (rejection) of the failure has been provided to CLEC with a reasonable opportunity to cure, (re-submission of the Application).

2.10 CLEC will be eligible for reimbursement on the re-usable elements (including, but not limited to, cable terminations including DS0, DS1, DS3, fiber terminations, and splitter cabling) for up to one (1) calendar year from the Decommission Application submit date. An inventory will be completed by Qwest and furnished via e-mail within ninety (90) calendar days or sooner, of the Decommission Application acceptance identifying the re-useable elements and the potential credit.

2.11 CLEC is required to return the space to turnover condition. Turnover condition is defined as the same condition in which CLEC originally assumed the Collocation site less normal wear and tear. This provision does not apply to Virtual Collocation.

3.0 Rate Elements

3.1 Under the standard terms of the Facility Decommissioning Agreement, Qwest will not charge for the decommissioning service provided herein, unless equipment has been abandoned or the Collocation space has not been returned to turnover condition.

Rates :

3.1.1 Miscellaneous labor hourly charges as defined in the attached Exhibit A will apply,

3.1.2 Additional dispatch charges, will apply for unmanned offices, as defined in the attached Exhibit A.

4.0 Ordering

4.1 The decommission process requires the submission of a "Collocation Decommissioning Application Form".

4.1.1 The Collocation Decommissioning Application Form is located on the Qwest web at: <http://www.qwest.com/wholesale/pcat/collocation.html>

4.1.2 The Decommissioning Application should be submitted to: colo@qwest.com and rfsmet@qwest.com.

4.1.3 Qwest will notify CLEC within one (1) business day if the prerequisites have been met. Qwest will validate the order within two (2) business days from receipt of the Collocation Decommissioning Application Form.

**EXHIBIT A
WASHINGTON RATES**

| WASHINGTON | | | | |
|---|------------|--|--------------------------------|---|
| * Per 1/2 hour or fraction thereof | | | Recurring Non Recurring | |
| * Additional Labor Other – Basic | | | \$27.42 | 7 |
| * Additional Labor Other – Overtime | | | \$36.62 | 7 |
| * Additional Labor Other – Premium | | | \$45.84 | 7 |
| Additional Dispatch | | | | |
| | Manual | | \$46.59 | 7 |
| | Mechanized | | \$43.39 | 7 |

NOTES:

[7] All technically feasible Vertical Switch Features are available with compatible unbundled switch ports. No monthly recurring charge applies for Basic Vertical Switch Features. Only Basic Vertical Features with nonrecurring charges are listed. Nonrecurring charges are applicable whenever a feature is added – whether on new installation, conversion or change order activity. Vertical features are included in the switch port and have a rate of zero for recurring.