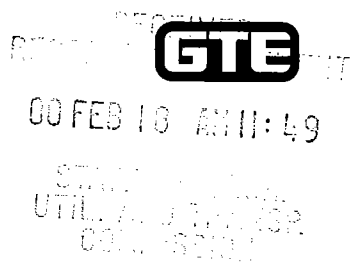


UT-003008

Lida C. Tong
Director
Regulatory & Governmental Affairs



GTE Service Corporation

1800 - 41st Street
P.O. Box 1003
Everett, WA 98201
Tel: 425 261-5691
Fax: 425 261-5262

Mail Code: WA0101RA

February 17, 2000

Ms. Carole J. Washburn
Executive Secretary
Washington Utilities and
Transportation Commission
Chandler Plaza Building
1300 S Evergreen Park Drive SW
P.O. Box 47250
Olympia, Washington 98504-7250

Dear Ms. Washburn:

Subject: **INTERCONNECTION AGREEMENT BETWEEN GTE
NORTHWEST INCORPORATED AND TW WIRELESS, LLC**

Enclosed is a revision to Article III, General Provisions to the fully executed GTE Northwest Incorporated/TW Wireless, LLC Interconnection Agreement for the state of Washington. Also enclosed is a letter signed by the TW Wireless, LLC representative agreeing to the revision.

Please contact Bonnie Sanders at 425/261-5464 with any questions you may have.

Very truly yours,

Bonnie Sanders

Lida C. Tong
Director - Regulatory & Governmental Affairs

for

BGS053W.doc
Enclosures

c: Mr. Rick Hagen (w/o enclosure)
TW Wireless, LLC
1860 Lincoln Street, 14th Floor
Denver, CO 80295

Steve Kanitra
Interconnection/Negotiations
Wholesale Markets



GTE Network
Services

INAAKB
19845 N. US 31
Westfield, IN 46074
317/896-6398
FAX: 317/896-6932

February 15, 2000

Mr. Rick Hagen
President
TW Wireless, LLC
1860 Lincoln Street, 14th Floor
Denver, CO 80295
Phone: (720) 947-1636

RE: Interconnection Agreement between GTE Northwest Incorporated and TW Wireless, LLC

Dear Mr. Hagen:

Attached is a revised page III-1 of our interconnection agreement for the state of Washington. This page reflects the modification to paragraph 2.2 required by the commission staff. In the last line of this sentence, the word "will" has been inserted in place of the word "may" that had been in our original agreement. I have exchanged email messages with Liza Dennehy on this matter and she concurs with this modification.

Please review the attached page and indicate your acceptance by signing below. Please forward the original executed copy of this letter, along with the attached revised page III-1, to...

Ms. Bonnie Sanders
1800 41st Street
Everett, WA 98201
Phone: 425-261-5464
Fax: 425-261-5262

Bonnie will file the revision with the commission. The commission wants this revision filed by the end of this week, so it would be helpful if you would fax Bonnie an advance copy of the executed letter and revised page III-1. I would appreciate it if you would fax a copy to me as well.

If you have any questions about this, please call me at 317-896-6398.

Sincerely,

Stephen A. Kanitra
Staff Manager-Interconnection/Negotiations
Wholesale Markets

I agree to the changes made in accordance with the Washington Utilities and Transportation Commission's request to modify Article III, Paragraph 2.2.

Rick Hagen
TW Wireless, LLC

ARTICLE III
GENERAL PROVISIONS

1. Scope of General Provisions.

Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.

2. Term and Termination.

2.1 Term.

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be from the Effective Date of this Agreement until December 1, 2001 and shall continue in effect for consecutive six (6) month terms unless either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term ("Termination Date"). In the event notice is given less than 90 calendar days prior to the end of the current term, this Agreement shall remain in effect for 90 calendar days after such notice is received, provided, that in no case shall the Termination Date be extended beyond 90 calendar days after the end of the current term.

2.2 Post-Termination Arrangements.

Except in the case of termination as a result of either Party's Default under Section 2.3 below, or a termination upon sale, pursuant to Section 2.4, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements will continue:

- (a) As if under this Agreement, if either Party has requested negotiations for a new agreement pursuant to Sections 251 and 252 of the Act, (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one hundred eighty (180) calendar days following the Termination Date, whichever is earlier.
- (b) If this Agreement is not continued pursuant to subsection (a) preceding under (i) a new agreement voluntarily executed by the Parties; (ii) standard terms and conditions approved and made generally effective by the Commission, if any; (iii) tariff terms and conditions made generally available to all Local Providers; or (iv) any rights under Section 252(i) of the Act.

2.3 Termination Upon Default.

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:

- (c) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- (d) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.