

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

VERIZON NORTHWEST INC.

and

CHARTER FIBERLINK WA-CCVII, LLC

This Amendment No. 1 (the "Amendment") is made by and between Verizon Northwest Inc. ("Verizon"), a Washington corporation with offices at 1800 41st Street, Everett, WA 98201, and Charter Fiberlink WA-CCVII, LLC ("Charter"), a Delaware Limited Liability Company with offices at 12405 Powerscourt Drive, St. Louis, Missouri 63131, and shall be deemed effective on February 27, 2010 (the "Amendment Effective Date"). Verizon and Charter are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services only in Verizon's service territory in the State of Washington (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated January 5, 2007 (the "Adoption Letter"), Charter adopted in the State of Washington, the terms of the interconnection agreement between Trans National Communications International, Inc. and Verizon that was approved by the Washington Utilities & Transportation Commission (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Agreement"); and

WHEREAS, the Parties agree to amend the Agreement to address the matters set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. **Amendment to Agreement.** The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement").
2. **Fiber Meet Arrangement Provisions.**
 - 2.1 **Fiber Meet Arrangement Requests.**
 - 2.1.1 Each Party may request a Fiber Meet arrangement by providing written notice thereof to the other Party if the Parties have consistently been exchanging applicable traffic (as set forth in Section 2.4 below) in the relevant exchange(s) in an amount equal to a utilization level of at least one (1) DS3.
 - 2.1.2 Charter may request a Fiber Meet arrangement by providing written notice thereof to Verizon, including a good faith, written forecast to Verizon showing that the Parties will exchange an amount of applicable traffic equal to a utilization level of at least one (1) DS3 within twelve (12) months from the date

the Fiber Meet arrangement becomes operational if: (a) Charter, or Charter's Affiliates, have previously submitted one (1) or more good faith, written forecasts to Verizon or Verizon's Affiliates showing that the Parties would exchange an amount of applicable traffic in a Fiber Meet arrangement equal to a utilization level of at least one (1) DS3 within twelve (12) months and each of such forecasts has been accurate; (b) Charter and Charter's Affiliates have no overdue balance on a bill rendered to Charter or Charter's Affiliates by Verizon or Verizon's Affiliates for charges that are not subject to a good faith dispute; and (c) Charter has provided written notice to Verizon that it plans to provide service to at least 5,000 customers, or potential customers, in the applicable LATA within the next twelve (12) months.

2.2 Any Fiber Meet arrangement established under Section 2.1 shall be subject to the terms of this Amendment. In addition, the establishment of any Fiber Meet arrangement is expressly conditioned upon the Parties' mutually agreeing to the technical specifications and requirements for such Fiber Meet arrangement including, but not limited to, the location of the Fiber Meet points, routing, equipment (e.g., specifications of SONET-Capable Add/Drop Multiplexers, number of strands of fiber, etc.), software, ordering, provisioning, maintenance, repair, testing, augments and/or any other technical specifications or requirements necessary to implement the Fiber Meet arrangement. For each Fiber Meet arrangement the Parties agree to implement, the Parties will complete and sign a Technical Specifications and Requirements document, the form of which is attached hereto as Exhibit A. Each such document will be treated as Confidential Information. If the Parties cannot reach agreement on the Technical Specifications and Requirements document for a Fiber Meet arrangement, each Party may pursue the dispute resolution process set forth in the Amended Agreement.

2.3 If Charter elects to interconnect with Verizon through a Fiber Meet arrangement, such Fiber Meet shall be established at a technically feasible point that, together with the associated arrangements, constitutes a reasonable accommodation of Interconnection. The Parties agree to consider the possibility of using existing fiber cable with spare capacity, where available, to implement any such request for a Fiber Meet arrangement. If existing fiber cable with spare capacity is not available, the Parties agree to minimize the construction and deployment of fiber cable necessary for any Fiber Meet arrangement to which they agree. If the Parties cannot reach agreement on the location of a Fiber Meet point for a Fiber Meet arrangement, each Party may pursue the dispute resolution process set forth in the Amended Agreement.

2.4 Any Fiber Meet arrangements established under this Amendment may be used for the transmission and routing of the following traffic types over Interconnection Trunks:

2.4.1 Reciprocal Compensation Traffic between the Parties' respective Customers;

2.4.2 Translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic between the Parties' respective Customers;

2.4.3 IntraLATA Toll Traffic between the Parties' respective Customers;

2.4.4 Tandem Transit Traffic; and

2.4.5 Measured Internet Traffic.

To the extent that a Fiber Meet arrangement established under this Amendment is used for the transmission and routing of the traffic types set forth in this Section 2.4, other than the obligation to pay any applicable intercarrier compensation charges (e.g., Reciprocal

Compensation charges or access charges, as applicable) and Tandem Transit Traffic Service charges pursuant to the terms of this Amended Agreement, neither Party shall have any obligation to pay the other Party any charges in connection with any Fiber Meet arrangements established under this Amendment.

2.5 At Charter's request, a Fiber Meet arrangement established under this Amendment may be used for the transmission and routing of the following traffic types over the following trunk types:

- 2.5.1 Operator Services traffic from Charter's Customers to an operator services provider over operator services trunks;
- 2.5.2 Directory Assistance traffic from Charter's Customers to a directory assistance provider over directory assistance trunks;
- 2.5.3 911 traffic from Charter's Customers to 911/E-911 Tandem Office(s)/Selective Router(s) over 911 trunks; and
- 2.5.4 Jointly-provided Switched Exchange Access Service traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between Charter's Customers and purchasers of Switched Exchange Access Service via a Verizon access Tandem over Access Toll Connecting Trunks.

To the extent that a Fiber Meet arrangement established under this Amendment is used for the transmission and routing of Operator Services traffic as set forth in Section 2.5.1, Verizon may bill (and Charter shall pay) Verizon's applicable Tariff rates and charges for the circuits between the Fiber Meet points and the operator services provider's platform interconnection point. To the extent that a Fiber Meet arrangement established under this Amendment is used for the transmission and routing of Directory Assistance traffic as set forth in Section 2.5.2, Verizon may bill (and Charter shall pay) Verizon's applicable Tariff rates and charges for the circuits between the Fiber Meet points and the directory assistance provider's platform interconnection point. To the extent that a Fiber Meet arrangement established under this Amendment is used for the transmission and routing of 911 traffic as set forth in Section 2.5.3, Verizon may bill (and Charter shall pay) Verizon's applicable Tariff rates and charges for the circuits between the Fiber Meet points and the 911 Tandem Office(s)/Selective Router(s). To the extent that a Fiber Meet arrangement established under this Amendment is used for the transmission and routing of jointly-provided Switched Exchange Access Service traffic as set forth in Section 2.5.4, Verizon may bill (and Charter shall pay) Verizon's applicable Tariff rates and charges for the circuits between the Fiber Meet points and Verizon's access Tandem(s).

Alternatively, at Charter's request, the Parties may apply agreed-upon meet point billing percentages to the circuits used for the transmission and routing of jointly-provided Switched Exchange Access Service traffic in accordance with Section 10 of the Interconnection Attachment of the Amended Agreement. Except as otherwise agreed in writing by the Parties, point-to-point (i.e., unswitched) access services and unbundled network elements shall not be provisioned on or accessed through Fiber Meet arrangements. Notwithstanding any other provision of the Amended Agreement (including, without limitation, this Amendment) or otherwise, other than the obligation to pay any applicable intercarrier compensation charges and Tandem Transit Traffic Service charges pursuant to the terms of the Amended Agreement (as well as the obligation to pay Verizon's Tariff rates and charges for the traffic types addressed earlier in this Section 2.5, as applicable), neither Party shall have any obligation to pay the other Party any charges in connection with any Fiber Meet arrangements established under this Amendment.

- 2.6 Charter will include traffic to be exchanged over Fiber Meet arrangements in its forecasts provided to Verizon under the Amended Agreement.
- 2.7 The Interconnection Activation Date for a Fiber Meet arrangement or an augment to such arrangement, shall be established as follows: (a) the Fiber Meet facilities shall be established within one hundred and twenty (120) days from the Initial Implementation meeting which shall be held within ten (10) business days of the receipt by Verizon of Charter's complete and accurate response to the Verizon Fiber Meet questionnaire (at which meeting the parties have executed the Technical Specifications and Requirements document) and (b) the provisioning for the DS3 circuits, DS1 circuits and the voice grade or DS0 trunks (circuits) after the Fiber Meet facilities are established shall be subject to Verizon's standard intervals for special access services as found on Verizon's website at: <http://www22.verizon.com/wholesale/attachments/SpecialAccessIntervalsEW.pdf>. Intervals for circuits and trunks not subject to Verizon's standard intervals for special access services shall be negotiated by the Parties and agreed to in writing at the Initial Implementation Meeting. The timeframes specified in this Section 2.7 are contingent upon Charter's completing on time its milestones agreed to at the Initial Implementation meeting and set forth in Section 9 of the Technical Specifications and Requirements document.
- 2.8 Where there are exceptional circumstances that prevent either Party from meeting its deadlines under Section 2.7, the Parties shall negotiate in good faith modifications to such deadlines. If the Parties are unable to agree upon modifications to such deadlines, each Party shall have the right to petition the Commission, at any time, for relief from the timeframes set forth in Section 2.7.
- 2.9 Each Fiber Meet arrangement established under this Amendment shall be designated as the point of interconnection ("POI") for both Parties. For each Fiber Meet arrangement that is established between the Parties, each Party agrees to bear all expenses associated with the purchase of appropriate equipment, materials, or services necessary to facilitate and maintain such Fiber Meet arrangement on its side of the Fiber Meet point(s). Augments to a Fiber Meet arrangement established under this Amendment shall be mutually agreed to by the Parties in writing.
- 2.10 Pursuant to Section 26.1 of the General Terms and Conditions of the Amended Agreement, the Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network and to exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability.
- 2.11 Section 3, "Alternative Interconnection Arrangements," of the Interconnection Attachment of the Agreement is deleted from the Agreement and shall not be included in the Amended Agreement.

3. Miscellaneous Provisions.

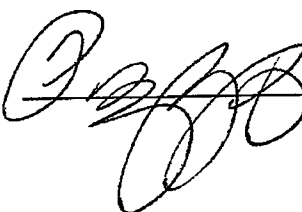

- 3.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 3.1. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Agreement.

- 3.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 3.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 3.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
- 3.5 Joint Work Product. The Parties acknowledge that this Amendment is a joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon, and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 3.6 Definitions. Notwithstanding any other provision in the Agreement, this Amendment or any Verizon Tariff or SGAT, the following terms, as used in this Amendment, shall have the meanings set forth below:
- 3.6.1 Fiber Network Interface Device ("FNID").
A passive fiber optic demarcation unit designed for the interconnection and demarcation of optical fibers between two separate network providers.
- 3.6.2 Maintenance Control Office.
Either Party's center responsible for control of the maintenance and repair of a circuit.
- 3.6.3 Non-Revertive.
Where traffic is redirected to a protection line because of failure of a working line and the working line is repaired, traffic will remain on the protection line until there is either manual intervention or a failure of the protection line.
- 3.6.4 Primary Reference Source.
Equipment that provides a timing signal to synchronize network elements.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

CHARTER FIBERLINK WA-CCVII, LLC
BY: CHARTER COMMUNICATIONS, INC., ITS
MANAGER

VERIZON NORTHWEST INC.

By:  By: 

Printed: Peggy Giaminetti

Printed: Jennifer Ross

Title: VP Fiscal Operations & Financial Planning

Title: Director - Interconnection

Date: 2.12.10

Date: 2/19/2010

Exhibit A to Amendment No. 1
to the Interconnection Agreement Between Verizon Northwest Inc. and Charter Fiberlink WA-
CCVII, LLC for the State of Washington

Technical Specifications and Requirements

for

Charter - Verizon Northwest Inc. Fiber Meet Arrangement No. [XX]

The following technical specifications and requirements will apply to Charter - Verizon Northwest Inc. Fiber Meet Arrangement [NUMBER] ("FM No. [XX]"):

1. FM No. [XX] will provide interconnection facilities for the exchange of applicable traffic (as set forth in the Amendment) between Verizon's [NAME OF WIRE CENTER/CENTRAL OFFICE] and Charter's [NAME OF SWITCH/WIRE CENTER/CENTRAL OFFICE] in the state of [STATE]. A diagram of FM No. [XX] is included as Appendix A.
2. Fiber Meet Points ("FMPs").
 - 2.1 FM No. [XX] will be configured as shown on Appendix A. FM No. [XX] will have two FMPs.
 - 2.2 Verizon will provision a Fiber Network Interface Device ("FNID") at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [] strands of its fiber optic cable in the FNID. The FNID provisioned by Verizon will be a [MANUFACTURER, MODEL]. Verizon will bear the cost of installing and maintaining its FNID. The fiber patch panel within Verizon's FNID will serve as FMP No. 1. Verizon will provide a fiber stub at the fiber patch panel in Verizon's FNID for Charter to connect [] strands of its fiber cable [] connectors. Verizon's FNID will be locked, but Verizon and Charter will have 24 hour access to their respective side of the fiber patch panel located in Verizon's FNID.
 - 2.3 Charter will provision a FNID at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [] strands of its fiber optic cable in the FNID. The FNID provisioned by Charter will be a [MANUFACTURER, MODEL]. Charter will bear the cost of installing and maintaining its FNID. The fiber patch panel within Charter's FNID will serve as FMP No. 2. Charter will provide a fiber stub at the fiber patch panel in Charter's FNID for Verizon to connect [] strands of its fiber cable. Charter's FNID will be locked, but Charter and Verizon will have 24 hour access to their respective side of the fiber patch panel located in Charter's FNID.
3. Transmission Characteristics.
 - 3.1 At Charter's request, FM No. [XX] will be built [as a ring configuration with each party providing its own separate strands of fiber optic cable to the two FNIDs listed Section 2/ as a flat configuration with each party providing its own strands of fiber optic cable to the one FNID listed in Section 2].
 - 3.2 The transmission interface for FM No. [XX] will be [Synchronous Optical Network ("SONET")].
 - 3.3 Terminating equipment shall comply with [SONET transmission requirements as specified in Telcordia Technologies document GR-253 CORE (Tables 4-3 through 4-11)].

- 3.4 The optical transmitters and receivers shall provide adequate power for the end-to-end length of the fiber cable to be traversed.
- 3.5 The optical transmission rate will be [Unidirectional] OC-[XX].
- 3.6 The path switch protection shall be set as [Non-Revertive].
- 3.7 Verizon and Charter shall provide [Primary Reference Source traceable timing].

4. SONET-Capable Add Drop Multiplexer.

- 4.1 Verizon will, at its own cost, obtain and install (at its own premise) its own SONET-Capable Add Drop Multiplexer. Verizon will use a [MANUFACTURER, MODEL] SONET-Capable Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its SONET-Capable Add Drop Multiplexer, Verizon must provide Charter with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware will be activated in Verizon's SONET-Capable Add Drop Multiplexer. For the avoidance of any doubt, Verizon may satisfy the requirement in this Section 4.1 to describe the upgrade or change to its firmware by identifying the manufacturer and model number of the equipment, identifying the software upgrade load, and providing Charter with a copy of the equipment manufacturer's description of the upgrade or change to the firmware.
- 4.2 Charter will, at its own cost, obtain and install (at its own premise) its own SONET-Capable Add Drop Multiplexer. Charter will use a [MANUFACTURER, MODEL] SONET-Capable Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its SONET-Capable Add Drop Multiplexer, Charter must provide Verizon with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware or software will be activated in Charter's SONET-Capable Add Drop Multiplexer. For the avoidance of any doubt, Charter may satisfy the requirement in this Section 4.2 to describe the upgrade or change to its firmware by identifying the manufacturer and model number of the equipment, identifying the software upgrade load, and providing Verizon with a copy of the equipment manufacturer's description of the upgrade or change to the firmware.
- 4.3 Charter and Verizon will monitor all firmware upgrades and changes to observe for any failures or anomalies adversely affecting service or administration. If any upgrade or change to firmware adversely affects service or administration of FM No. [XX], the firmware will be removed from the SONET-Capable Add Drop Multiplexer and will revert to the previous version of firmware.
- 4.4 The Data Communication Channel shall be disabled between the Verizon and Charter SONET-Capable Add Drop Multiplexers of FM No. [XX].

5. Testing.

Prior to turn-up of FM No. [XX], Verizon and Charter will mutually develop and implement testing procedures for FM No. [XX]

6. Connecting Facility Assignment ("CFA") and Slot Assignment Allocation ("SAA").

- 6.1 For one-way and two-way trunk arrangements, the SAA information will be turned over to Charter as a final step of turn up of the FM No. [XX].
- 6.2 For one-way trunk arrangements established pursuant to the terms of the Amended Agreement (to the extent the Amended Agreement contains such terms), Verizon will

control the CFA for the subtending facilities and trunks connected to Verizon's slots and Charter will control the CFA for the subtending facilities and trunks connected to Charter's slots. Charter will place facility orders against the first half of the *fully configured* slots (for example, slots 1-6 of a fully configured OC12) and Verizon will place orders against the second half of the slots (for example, slots 7-12). If either Party needs the other Party's additional slot capacity to place orders, this will be negotiated and assigned on a case-by-case basis. For SAA, Verizon and Charter shall jointly designate the slot assignments for Verizon's SONET-Capable Add Drop Multiplexers and Charter's SONET-Capable Add Drop Multiplexer in FM No. [XX].

- 6.3 For two-way trunk arrangements established pursuant to the terms of the Amended Agreement (to the extent the Amended Agreement contains such terms), Charter shall control the CFA for the subtending facilities and trunks connected to FM No. [XX]. Charter shall place facility and trunk orders against the total available SAA capacity of FM No. [XX]. Notwithstanding this obligation, and in accordance with Sections 2.4 and 2.5 of the Amendment and Section 8 of this Technical Specifications and Requirements document, neither Party shall have any obligation to pay the other Party any charges in connection with any Fiber Meet arrangements established hereunder.

7. Inventory, Provisioning and Maintenance, Surveillance, and Restoration.

- 7.1 Verizon and Charter will inventory FM No. [XX] in their operational support systems before the order flow begins.
- 7.2 Verizon and Charter will notify each other's respective Maintenance Control Office of all troubleshooting and scheduled maintenance activity to be performed on FM No. [XX] facilities prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation. Each Party shall provide a timely response to the other Party's action requests or status inquiries.
- 7.3 Verizon will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on Verizon's side of the FMPs, as well as delivering its applicable traffic to the FMPs. Charter will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on the Charter's side of the FMPs, as well as delivering its applicable traffic to the FMPs.
- 7.4 Verizon and Charter will provide alarm surveillance for their respective FM No. [XX] transport facilities. Verizon and Charter will notify each other's respective Maintenance Control Office of all troubleshooting and scheduled maintenance activity to be performed on the facility prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation.

8. Cancellation or Modification of FM No. [XX].

- 8.1 Except as otherwise provided in this Section 8, all expenses and costs associated with the construction, operation, use and maintenance of FM No. [XX] on each Party's respective side of the FMPs will be borne by such Party.
- 8.2 If either Party terminates the construction of the FM No. [XX] before it is used to exchange traffic, the Party terminating the construction of FM No. [XX] will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses.
- 8.3 If either Party proposes to move or change FM No. [XX] as set forth in this document, at any time before or after it is used to exchange traffic, the Party requesting the move or

change will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses. Augments, moves and changes to FM No. [XX] as set forth in this document must be mutually agreed upon by the Parties in writing. For the avoidance of any doubt, where an effective law, government regulation or government order requires relocation of one or both FNIDs in FM No. [XX], each Party shall bear its own costs in connection with such move or change to FM No. [XX].

9. Milestones

Charter shall complete the following milestones in the establishment of FM No. [XX] by the associated completion dates:

[to be completed]

Verizon shall complete the following milestones in the establishment of FM No. [XX] by the associated completion dates:

[to be completed]

Charter

Verizon

By: _____

By: _____

Appendix A

Charter - Verizon Fiber Meet No. [XX]
City, State