

Larry Christensen
Director – Interconnection Agreements
1801 California Street, Room 2430
Denver, CO 80202
303-896-4686
larry.christensen@qwest.com

July 26, 2005

Dear Oregon CLEC Customer,

Upon filing the Performance Assurance Plan Implementation Plan (“current amendment”), the Oregon Commission Staff requested that the amendment be changed to clarify two issues. Therefore, Qwest is proposing to change the first sentence of the paragraph titled “Service Performance” as shown in the revised Performance Assurance Plan Implementation Amendment (“revised amendment”), attached.

First, the Staff indicated that the Commission does not formally approve the SGAT, but rather, the Commission’s orders allow SGATs and subsequent changes to the SGAT to go into effect by operation of law. Therefore, the statement in the current amendment that says “Commission approved SGAT” is technically incorrect and must be changed to reference the “effective” SGAT.

Second, the Staff requested that the amendment include a specific reference about what revision number of the SGAT the Parties are starting from. We have included a statement that the Exhibit B & K being incorporated at this time is from the “Eighteenth Revision as ordered by the Commission in Order No. 05-004”.

Qwest worked with the Commission Staff and obtained its concurrence with the proposed language change. Qwest also obtained Staff concurrence that the Parties can agree to replace the first page of the current amendment with the new language of the revised amendment without re-signing the amendment if it is completed quickly. Qwest is asking for your emailed or faxed permission to replace the first page of the Performance Assurance Plan Implementation Amendment with one that makes the following change.

Replace the following sentence:

The Performance Assurance Plan (“PAP”) and the Performance Indicator Definitions (“PIDs”) included as Exhibits K and B, respectively, to the Commission approved Statement of Generally Available Terms and Conditions (“SGAT”) are hereby incorporated into CLECs Agreement.

With:

The Performance Assurance Plan (“PAP”) and the Performance Indicator Definitions (“PIDs”) included as Exhibits K and B, respectively, in the Agreement are hereby replaced by the Exhibits K and B effective in the Oregon SGAT Eighteenth Revision as ordered by the Commission in Order No. 05-004.

If you concur with substituting the first page of the amendment with the revised language, please email intagree@qwest.com with a statement to that effect or fax same to Manager – Interconnection at 303-896-7077. Also, please print the first page and attach it to your copy of the amendment.

I apologize for any inconvenience this has caused. If you have any questions about this issue, please contact me.

Sincerely,

L T Christensen

**Performance Assurance Plan Implementation Amendment
to the Interconnection Agreement between
Qwest Corporation and
Time Warner Telecom of Oregon LLC
for the State of Oregon**

This is an Amendment ("Amendment") for Performance Assurance Plan Implementation to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Time Warner Telecom of Oregon LLC ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement" or "Interconnection Agreement") for service in the state of Oregon ("the State") which was approved by the Public Utility Commission of Oregon ("Commission"); and

WHEREAS, the Parties wish to amend the Agreement further 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:

Service Performance

The Performance Assurance Plan ("PAP") and the Performance Indicator Definitions ("PIDs") included as Exhibits K and B, respectively, in the Agreement are hereby replaced by the Exhibits K and B effective in the Oregon SGAT Eighteenth Revision as ordered by the Commission in Order No. 05-004. Subsequent modifications to the PIDs and PAP, filed with the Commission and made effective either by an order of the Commission or allowed to go into effect by operation of law by the Commission, shall apply to and modify the Agreement without further amendment, subject to and in accordance with terms therein and any applicable subsequent judicial review.

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, 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 Oregon 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

Butler, Carla

From: Thomas, Brian [Brian.Thomas@twtelecom.com]
Sent: Tuesday, August 30, 2005 12:50 PM
To: Dea, Steve
Cc: Butler, Carla; Hromyk, Luba
Subject: RE: URGENT FW: Time Warner - PID/PAP Amendments - OR - REPLACEMENT PAGE

I concur.

-----Original Message-----

From: Dea, Steve [mailto:Steve.Dea@qwest.com]
Sent: Tuesday, August 30, 2005 12:43 PM
To: Thomas, Brian
Cc: Butler, Carla; Hromyk, Luba
Subject: URGENT FW: Time Warner - PID/PAP Amendments - OR - REPLACEMENT PAGE

Brian Thomas
Time Warner Telecom of Oregon

Dear Mr. Thomas:

We URGENTLY need your concurrence to process this Amendment.
The Amendment has been signed by both Parties, in early June; and then the Oregon Commission required changes to the language.

Please concur via this email and we will process prior to having the amendment rejected by the Commission.

If you have any questions, please give me a call.

Qwest - Spirit of Service

Steve Dea
Wholesale - Interconnection Agreements
1801 California Street, Rm 2420
Denver, CO 80202
303-965-3029
steve.dea@qwest.com

From: Dea, Steve
Sent: Tuesday, August 16, 2005 2:11 PM
To: 'brian.thomas@twtelecom.com'
Cc: Interconnection Agreements; Butler, Carla
Subject: FW: Time Warner - PID/PAP Amendments - OR - REPLACEMENT PAGE

URGENT - Concurrence Required

Brian Thomas
Time Warner Telecom of Oregon

The above amendment has been signed by both Parties and is on hold at the Oregon Public Utility Commission for their required edits.

Electronic Concurrence will suffice to process the Amendment. If no concurrence is

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received by August 26, 2005, the Amendment may be rejected by the Commission and an entirely new amendment will need to be processed.

Per the letter instructions, if you concur with substituting the first page, please "reply to all" with your concurrence.

If you have any questions, please contact me.

Qwest - Spirit of Service

Steve Dea
Wholesale - Interconnection Agreements
1801 California Street, Rm 2420
Denver, CO 80202
303-965-3029
steve.dea@qwest.com

-----Original Message-----

From: Hromyk, Luba
Sent: Tuesday, July 26, 2005 4:01 PM
To: 'brian.thomas@twtelecom.com'
Cc: Interconnection Agreements
Subject: Time Warner - PID/PAP Amendments - OR - REPLACEMENT PAGE

Brian Thomas
Time Warner Telecom of Oregon

Dear Mr. Thomas

Attached is the above referenced Amendment and a letter explaining the need for a replacement page.

Due to Oregon Commission language requirements, Qwest is asking your permission to replace the first page of your Performance Assurance Plan Implementation Amendment with the attached.

Per the letter instructions, if you concur with substituting the first page, please email intagree@qwest.com by "replying to all" with your concurrence.

If you have any questions, please contact Steve Dea at 303-896-7077.

Regards,

Luba Hromyk
Qwest Legal Dept/CD&S
1801 California Street, Suite 900
Denver, CO 80202
Tel No. 303-383-6544
Fax No. 303-383-6664
E-mail: Luba.Hromyk@qwest.com

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