

NEW APPLICATION

Norman Curtright
Corporate Counsel
20 E. Thomas Road, 16th Floor
Phoenix, AZ 85012



0000086923

ORIGINAL

602 630 2187 Direct
303 383 8484 Fax
norm.curtright@qwest.com

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July 22, 2008

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Qwest

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AZ CORP COMMISSION
DOCKET CONTROL

Docket Control
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

T-01051B-08-0375
T-03943A-08-0375

Re: TWTC Consolidation Amendment to the Interconnection Agreement between Qwest Corporation and tw telecom of arizona llc (f.k.a. Time Warner Telecom of Arizona LLC) for the State of Arizona

Dear Madam or Sir:

Accompanying this transmittal is an Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest") and tw telecom of arizona llc (f.k.a. Time Warner Telecom of Arizona LLC) ("CLEC"). The CLEC represents in its letter to Qwest dated June 20, 2008, a copy of which is attached, that it has obtained approval from the Arizona Corporation Commission to change its name as described above. Qwest files this Amendment for approval under 47 U.S.C. §252(e) and A.A.C. R14-2-1508.

The Agreement is amended by consolidating Xspedius Management Co Switched Services, LLC and Xspedius Management Co of Pime County LLC into surviving entity tw telecom of arizona llc (fka Time Warner Telecom of Arizona LLC) as set forth in Attachment A into the Interconnection Agreement. The Agreement was approved by the Commission on August 18, 2004, Docket Nos. T-01051B-04-0516, T-03943A-04-0516, Decision No. 67468.

Please contact me at (602) 630-2187 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

Norman G. Curtright

Arizona Corporation Commission
DOCKETED

JUL 22 2008

Enclosure

DOCKETED BY *nr*

Docket Control, Arizona Corporation Commission

July 22, 2008

Page 2

cc: Mr. Timothy Berg, Esq.
Fennemore Craig
3003 N. Central Avenue, Suite 2600
Phoenix, AZ 85012

tw telecom of arizona llc
Attn: Tina Davis, VP & Deputy General Counsel
10475 Park Meadows Drive
Littleton, CO 80124

tw telecom
Attn: Lyndall Nipps
Vice President Regulatory
845 Camino Sur
Palm Springs, CA 92262

**TWTC Consolidation Amendment
to the Interconnection Agreement (ICA) between
Qwest Corporation and
tw telecom of arizona llc
(f.k.a. Time Warner Telecom of Arizona LLC)
For the State of Arizona**

This is an agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and tw telecom of arizona llc (f.k.a. Time Warner Telecom of Arizona LLC), ("Surviving Entity") and former companies Xspedius Management Co. Switched Services, LLC; Xspedius Management Co. of Pima County, LLC ("Merging Entities") and shall be filed as an amendment to the Surviving ICA as provided hereafter (the "Amendment"). Surviving Entity and Merging Entities are referred collectively hereafter as "TWTC" and are identified on Attachment A of this Amendment. TWTC and Qwest shall be known jointly as the "Parties". Attachment A identifies each of the Merging Entities and their respective ACNAs, as well as the date of merger, acquisition, consolidation or other legal change resulting in their consolidation into the Surviving Entity. Attachment A also identifies the Surviving Entity legal name, Access Carrier Name Abbreviation (ACNA), Reseller ID (RSID) and TWTC ID (ZCID).

RECITALS

WHEREAS, the Merging Entities and Qwest entered into Interconnection Agreements ("ICAs") for service in the state of Arizona which were approved by the Arizona Corporation Commission ("Commission"); and

WHEREAS, TWTC has consolidated its operations under a single legal entity, the Surviving Entity, due to merger, acquisition or other legal process as described on Attachment A; and

WHEREAS, TWTC has requested that the Surviving Entity be allowed to operate under one legal agreement (the "Surviving ICA"), but continue placing orders utilizing the separate codes of the Merging Entities instead of combining all facilities under a single code as required under the existing standard merger/consolidation process as provided by this Amendment; and

WHEREAS, the Parties have been working together to accommodate TWTC's request, and desire to minimize transition costs and disruption in operations, including ordering, provisioning and billing while operating under one legal agreement utilizing multiple entity identification and industry codes.

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:

Section 1. Surviving Interconnection Agreement

A. TWTC and Qwest agree that upon execution of this Amendment, the Interconnection Agreement identified on Attachment B as the Surviving ICA will govern the relationship between Qwest and the Surviving Entity and all Merging Entities, as modified by this Amendment, and any other ICAs previously used by the Merging Entities, shall immediately terminate. The Surviving Entity assumes the following rights and liabilities of the Merging Entities, which will be governed by the terms, conditions and rates of the Surviving ICA: (1) all outstanding charges owed to Qwest as of the Effective Date of this Amendment that were accrued under the Merging Entities' prior ICAs, (2) all outstanding charges owed to Merging Entities as of the Effective Date of this Amendment that were accrued under the Merging Entities' prior ICAs, (3) all items listed in Section 1.B of this Amendment, (4) all amounts owed due to true-ups associated with rates in court ordered cost dockets relating to the Merging Entities' prior ICAs, and (5) all liabilities that have or may accrue in disputes that have been identified between Qwest and the Merging Entities prior to the Effective Date of this Amendment. The Merging Entity ICAs and effective amendments are listed on Attachment B. Attachment B also identifies the Surviving ICA and any applicable surviving amendments. Neither Party waves, but specifically reserves the right to dispute outstanding charges and liability.

B. Surviving Entity hereby assumes all legal rights and liabilities of the Merging Entities, including but not limited to Billing Account Numbers, any pending order activity, refunds, credits and other related billing matters that may accrue (including but not limited to past due bills or any items under dispute), or that may have accrued but not yet been provided to the Merging Entities, including charges associated with any unexpired portions of minimum periods and minimum termination liabilities.

C. Notwithstanding any provision of this Amendment, payment of any refund or extension of any credit or other rights required by law in connection with the services provided to TWTC shall be made by Qwest in the manner required by the Surviving ICA or as required by applicable law.

Section 2. Commission Filing/Commission Approval

A. The Parties shall work together in good faith to prepare and file the necessary documents to notify the Commission of the actions set forth in Section 1 above.

B. This Amendment shall be filed with the applicable state Commission. The Parties, however, will implement the terms of this Amendment and the Surviving ICA immediately upon execution, without waiting for Commission approval.

Section 3. Ordering, Provisioning and Billing

Notwithstanding Sections 1 and 2 above, the Surviving ICA is amended to allow Qwest and TWTC to process and bill orders according to the process described in this Section 3.

A. The Parties shall continue to separately place all orders and submit all bills related to each Merging Entity in the same manner as prior to TWTC's acquisition, merger, consolidation or reorganization. Specifically, orders and billing functions relating to assets (e.g. circuits and collocations) originally assigned to a Merging Entity shall be placed using the codes originally assigned to such Merging Entity. TWTC is solely responsible for ensuring that the correct codes for each Merging Entity are utilized when placing orders and/or billing functions and for any delays or errors caused by TWTC's failure to comply with this process. Any bills to Qwest related to the Merging Entities must also utilize the separate Merging Entity codes.

B. TWTC and Qwest will continue processing TWTC's orders and billing functions using the separate Merging Entity codes and continue to issue separate bills and payments to and from each Merging Entity in the same manner as prior to TWTC's consolidation or reorganization. Nevertheless, TWTC agrees that the Surviving Entity is fully responsible for purposes of contract, billing and all other matters for the services being ordered, provisioned and billed, regardless of the Merging Entity codes being utilized.

C. TWTC and Qwest agree that the procedures set forth in A and B above will apply to all orders and bills that relate or depend upon existing collocations and facilities. Orders and bills involving new collocations and related facilities will only utilize the Surviving Entity ACNA(s), RSID(s) and ZCID(s) as identified on Attachment A, and related industry codes.

D. To the extent that TWTC requires a billing address change, personnel access updates (systems) or other notice changes, TWTC must submit an updated questionnaire and also agrees to complete any other forms required by Qwest to accomplish the matters contemplated under this Amendment.

Section 4. Performance Measurements

For purposes of any performance measures, reporting or payments, including but not limited to PID/PAP, Qwest will treat Surviving Entity and all Merging Entities that TWTC identifies on Attachment A as a single company as of the execution date of this Amendment. Notwithstanding the treatment of the companies as a single company at the time of the execution of this amendment, Qwest reserves the right to make adjustments to PAP payments as of the actual date of the legal merger, acquisition or other entity change applicable to the Merging Entities.

Section 5. Authorization to Consolidate Merging Entities and Utilize Codes

A. TWTC represents that it has obtained all necessary Commission or other approvals to consolidate, merge or reorganize the Merging Entities into the Surviving Entity and continue using the Merging Entity ACNAs and other codes described on Attachment A. Upon request, TWTC must provide Qwest documentation supporting such approvals or authorizations.

B. TWTC agrees to indemnify and hold harmless Qwest, its affiliates, officers and directors, employees, agents and contractors from any liability, claims, or causes of action arising out of its use the Merging Entity ACNAs and other codes as contemplated under this Amendment.

Section 6. Effective Date

A. This Amendment becomes effective upon execution by both Parties ("Effective Date") and will remain in effect until terminated by either Party upon 30 day's prior written notice or until such time as a regulatory or other authoritative body with competent jurisdiction orders otherwise. Upon termination of this Amendment, TWTC agrees to comply with Qwest's then current process to change the codes from each Merging Entity to the Surviving Entity codes, and seek appropriate compensation therefore to the extent it ultimately deems that a codes consolidation is appropriate and necessary.

B. This Amendment is intended to accommodate TWTC's request for an alternative to the current standard codes consolidation process and memorialize the Parties' agreement to maintain the operational status quo between the Parties. The Amendment reflects the continued operation of all of TWTC's respective business operations and activities in the same manner in which TWTC did so prior to implementing its legal entity merger/acquisition/reorganization/consolidation, albeit through a single legal Surviving Entity under a single Surviving ICA.

Section 7. Further Amendments

Except as modified herein, the provisions of the Surviving ICA remain in full force and effect. Any amendment or modification to the Surviving ICA must be in writing and signed by both Parties.

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.

Section 8. Entire Agreement

The Surviving ICA 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 Surviving ICA 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 Surviving ICA 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.

tw telecom of arizona llc

By: tw telecom holdings inc., its sole member

Tina Davis

Signature

Tina Davis

Name Printed/Typed

Sr. Vice President and Deputy General Counsel

Title

7/3/08

Date

Qwest Corporation

L. T. Christensen

Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

7/10/08

Date

**ATTACHMENT A
TWTC ENTITIES
ARIZONA**

MERGING ENTITIES¹

<u>CLEC NAME</u>	<u>DATE OF LEGAL CHANGE</u>	<u>ACNA</u>	<u>OCN</u>	<u>RSID/ZCID</u>
tw telecom of arizona llc (fka Time Warner Telecom of Arizona LLC)		TIM	7552 & 7178	C01, G02, G82, I04, T26
Xspedius Management Co. Switched Services, LLC Xspedius Management Co. of Pima County, LLC		AVS	7439 & 7280	A01, A06, A81

SURVIVING ENTITY²

<u>CLEC NAME</u>	<u>ACNA</u>	<u>OCN</u>	<u>RSID/ZCID</u>
tw telecom of arizona llc (fka Time Warner Telecom of Arizona LLC)	TIM	7552 & 7178	C01, G02, G82, I04, T26
	AVS	7439 & 7280	A01, A06, A81

¹ Merging Entities are those competitive local exchange carriers (CLEC) that have been merged into, acquired by or consolidated into the Surviving Entity due to an event such as merger, acquisition, reorganization or other legal activity resulting in dissolution of one or more of such Merging Entities and termination of such associated CLEC certifications.

² The Surviving Entity is the single surviving legal entity resulting from the legal activity described in footnote 1. The Surviving Entity may be one of the Merging Entities or a newly created legal entity. The Surviving Interconnection Agreement will be in the name of the Surviving Entity.

ATTACHMENT B
INTERCONNECTION AGREEMENTS
ARIZONA

NAME	STATE	MERGING ICAs	AMENDMENTS
tw telecom of arizona llc (fka Time Warner Telecom of Arizona LLC)	AZ	CDS-040622-0001	Agreement Term Extension Collocation Available Inventory. Collocation Decommission. DC Power Measurement. Expedite Requests Single Point of Presence (SPOP). Special Promotion for Available Inventory Collocation Sites - 1Q05. Triennial Review Remand Order (TRRO).
Xspedius Management Co. Switched Services, LLC; Xspedius Management Co. of Pima County, LLC	AZ	CDS-070426-0004	FLOWDOWN FROM TIME WARNER, Collocation Available Inventory. FLOWDOWN FROM TIME WARNER, Collocation Decommission FLOWDOWN FROM TIME WARNER, DC Power Measurement. FLOWDOWN FROM TIME WARNER, Special Promotion for Available Inventory Collocation Sites-1Q05. FLOWDOWN FROM TIME WARNER, SPOP FLOWDOWN FROM TIME WARNER, TRRO.
<u>Surviving Agreement</u> tw telecom of arizona llc (fka Time Warner Telecom of Arizona LLC)	AZ	CDS-040622-0001	Agreement Term Extension Collocation Available Inventory. Collocation Decommission. DC Power Measurement. Expedite Requests Single Point of Presence (SPOP). Special Promotion for Available Inventory Collocation Sites - 1Q05. Triennial Review Remand Order (TRRO).

* As of the Effective Date of the Amendment, the Surviving ICA, modified by this Amendment, will govern the Surviving Entity and all Merging Entities and all facilities. All of the Merging ICAs will be simultaneously terminated.



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Littleton, CO 80124

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06/20/08

Qwest Corporation
Director Interconnection Agreements
1801 California, Room 2400
Denver, CO 80202
Email: IntAgree@qwest.com
Phone: 303-965-3029
Fax: 303-896-7007

Qwest Law Department
Attention: Corporate Counsel, Interconnection
1801 California Street, 49th Floor
Denver, CO 80202

RE: Notice of Name change from Time Warner Telecom of Arizona LLC to tw telecom of arizona llc.

Dear Contract Administrator:

We are hereby notifying you that we have obtained approval from the Arizona Corporation Commission as well as the Delaware Secretary of State to change our name from Time Warner Telecom of Arizona LLC to tw telecom of arizona llc.

Please update your records accordingly with our new entity name of tw telecom of arizona llc. For any questions or concerns, I can be reached at 303-566-1227 or julie.mendenhall@twtelecom.com. Thank you for your attention to this request.

In addition, we have included the latest notice contact information for the Agreement for your records. They are as follows:

To:
tw telecom
Attn: Tina Davis
Sr. Vice President Deputy General Counsel
10475 Park Meadows Dr
Littleton, CO 80124
Office: (303) 566-1279
Fax: (303) 566-1010

With a copy to:
tw telecom
Attn: Lyndall Nipps
Vice President Regulatory
845 Camino Sur
Palm Springs, CA 92262
Office: (760) 832-6275
Fax: (760) 778-6981

Sincerely,

Julie Mendenhall-Harris
Interconnection Manager

CC: Lyndall Nipps, tw telecom, Vice President Regulatory
Adrienne Leonard, tw telecom, Sr. Counsel
Suraya Yahaya, tw telecom, Director ILEC Carrier Management &
Interconnection Negotiations