

**Amendment No. 2 to the Interconnection Agreement
Between
McLeodUSA Telecommunications Services, Inc.
and
USWC Communications, Inc.
In the State of Nebraska**

This Amendment No. 2 ("Amendment") is made and entered into by and between McLeodUSA Telecommunications Services, Inc. ("McLeod") and USWC Communications, Inc. ("USWC").

RECITALS

McLeod and USWC entered into that certain Interconnection Agreement for service in the state of Nebraska which was approved by the Nebraska Public Service Commission on April 14, 1999 (the "Agreement"); and

McLeod and USWC wish to amend the Agreement under the terms and conditions contained herein;

NOW THEREFORE, the Parties agree to the following:

1. Amendment Terms.

This Amendment is made in order to add Reciprocal Compensation language to the Agreement.

Accordingly, Attachment 7, Connectivity Billing and Recording, to the underlying Agreement is revised to add a new sub-section 5.4 to Section 5, Mutual Compensation, as follows:

- 5.4 Other provisions of this Agreement to the contrary notwithstanding, for the period beginning March 1, 2000, and ending no later than December 31, 2002, neither party shall charge the other for any rate element necessary for transporting or terminating local and internet-related calls which originate and terminate in the same local calling area.

2. Effective Date.

This Amendment shall be deemed effective upon approval by the appropriate state Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both parties.

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.

**McLeodUSA Telecommunications
Services, Inc.**

USWC Communications, Inc.

Signature

Signature

Name Printed/Typed

Elizabeth J. Stamp
Name Printed/Typed

Title

Director – Interconnect
Title

Date

Date