

**Amendment No. 3 to the Interconnection Agreement
Between
McLeodUSA Telecommunications Services, Inc.
and
USWC Communications, Inc.
For the State of Nebraska**

This Amendment No. 3 ("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, conditions, and rates contained herein;

NOW THEREFORE, the Parties agree to the following:

1. Amendment Terms.

This Amendment is made in order to:

- a) Add the terms, conditions, and rates for Load Coils/Bridge Taps as set forth in Attachment 1, attached hereto and incorporated herein, to this Amendment.
- b) Add the terms, conditions, and rates for DS3 Capable Loop as set forth in Attachment 2 attached hereto and incorporated herein, to this Amendment.

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

ATTACHMENT 1

1. BRIDGE TAP/LOAD COIL

1.1 Terms and Conditions

When McLeod requests a Copper Loop, as defined in Attachment 3, Section 2.2(a) of the existing Agreement, as required, USWC will dispatch a technician to "condition" the Loop by removing load coils and bridge taps (*i.e.*, "unload" the Loop) in order to provide McLeod with a Copper Loop. McLeod will be charged the cable unloading and bridge tap removal non-recurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a USWC technician is dispatched and no load coils or bridge taps are removed, the non-recurring charge will not apply. Placement of repeaters either in the field or in the Central Office are not included as part of the conditioning charge. Repeater placement is included under Extension Technology. If USWC uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, USWC will make alternate arrangements to permit McLeod to order a contiguous Unbundled Loop.

1.2 Rate Elements.

PRODUCT RATES

State	Description	NRC	RC	USOC
NE	LC and/or BT	\$574.42	\$0.00	NR9U8

ATTACHMENT 2

1. DS3 CAPABLE LOOP

1.1 Terms and Conditions

- 1.1.1 When McLeod requests a DS3 Capable Loop, USWC will provide access to the existing electronics at both ends including any intermediate repeaters.
- 1.1.2 USWC is not obligated to provision DS3 Capable Loops in areas served by Loop facilities and/or transmission equipment that are not compatible with the requested service. To avoid spectrum conflict within USWC facilities, USWC may control the use of certain cables for spectrum management considerations.

1.2. Rate Elements

- 1.2.1 Unbundled Loop recurring monthly rates for Digital Capable Loops, including Basic rate DS3 Capable Loops, including Extension Technology recurring charges, are described below.
- 1.2.2 Unbundled Loop non-recurring charges for Digital Capable Loops, including Basic rate DS3 capable Loops as described below, include the following:

DS3 Capable Loop Basic Install (Existing Service) First	\$160.50
DS3 Capable Loop Basic Install (Existing Service) Ea Addl	\$126.19
DS3 Capable Loop Basic Install Performance Test (New Ser) First	\$366.82
DS3 Capable Loop Basic Install Performance Test (New Ser) Ea Addl	\$307.65
DS3 Capable Loop Coord Install with Cooperative Test First	\$408.90
DS3 Capable Loop Coord Install with Cooperative Test Ea Addl	\$349.10
DS3 Capable Loop Coord Install W/O Test (Existing Service) First	\$165.82
DS3 Capable Loop Coord Install W/O Test (Existing Service) Ea Addl	\$131.51

1.3 Ordering Process

- 1.3.1 All Unbundled Loops are ordered via an LSR.
- 1.3.2 Prior to placing orders on behalf of the end user, McLeod shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in the underlying Agreement.
- 1.3.3 The installation intervals for the Analog, Non-Loaded Loops and Digital Capable Loops are defined in the Interconnect & Resale Resource Guide. The interval will start when USWC receives a complete and accurate Local Service Request (LSR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. This interval may be impacted by order volumes and load

control considerations. If more than twenty-five orders are issued at the same address, the request will be handled on an individual case basis.

1.3.4 Installation intervals for Unbundled Loops apply when facilities and/or network capacity is in place. In addition, exceptions may occur in the event of central office conversions, system outages, severe weather conditions, and during emergency preparedness situations. Under these circumstances, service intervals will be quoted on an individual case basis (ICB).

1.3.5 The service intervals that have been established for DS3 Capable Unbundled Loops are set forth below:

Established Service Intervals for DS3 capable Unbundled Loops:

		High Density	Low Density
a)	1-3 lines	7 business days	9 business days
b)	4 or more	ICB	ICB

1.3.6 McLeod can request access to existing fiber and other high capacity loops through the BFR process.

1.3.7 When ordering Unbundled Loops, McLeod is responsible for obtaining or providing facilities and equipment that are compatible with the service.

1.4 Maintenance and Repair

1.4.1 McLeod is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. McLeod will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to USWC. USWC will work cooperatively with McLeod to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of USWC's network. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in USWC's network, McLeod shall be assessed the applicable time and materials charges.

1.4.2 USWC will perform tests to isolate the service trouble. If no trouble is found, USWC will notify McLeod. If the trouble is isolated to the Central Office, or a USWC facility, USWC will repair, without charge, as long as the trouble is not attributed to McLeod's Collocation equipment, cabling, and/or cross connects. If the trouble is attributed to McLeod's Collocation equipment, cabling or cross connects, USWC will notify McLeod and charges will apply. If the trouble is on the end user's side of the NID, the trouble will be referred back to McLeod and charges will apply for trouble isolation.

1.4.3 When combining separately ordered elements or an element to collocated equipment, the McLeod will have responsibility for testing its equipment, network

facilities and the Unbundled Loop facility. If USWC performs tests of the Unbundled Loop facility at McLeod's request, and the fault is not in USWC's facilities, a trouble isolation charge shall apply.