

**Amendment No. 4 to the Interconnection Agreement
Between
McLeodUSA Telecommunications Services, Inc.
and
USWC Communications, Inc.
For the State of Nebraska**

This Amendment No. 4 ("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 add the terms, conditions, and rates for Interconnection Distribution Frames ("ICDF") as set forth in Attachment 1, 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. Interconnection Distribution Frames (“ICDF”)

1.1 Description

1.1.1 Interconnection Distribution Frame Collocation (ICDF) -- is offered for the purpose of facilitating McLeod’s combining of unbundled network elements and ancillary services. Under ICDF Collocation, McLeod need not collocate equipment in the U S WEST Wire Center. With ICDF Collocation, McLeod will have access to the U S WEST Wire Center and an Interconnection Distribution Frame (ICDF) to combine UNEs and ancillary services. The ICDF connects through tie cables to various points within the Wire Center (e.g., MDF, COSMIC or DSX, etc.) providing McLeod with access to UNEs and ancillary services.

1.1.1.1 The ICDF is a distribution frame shared by multiple providers. If McLeod desires a dedicated distribution frame for the purpose of facilitating McLeod’s combination of UNEs and ancillary services, McLeod may do so through the placement of a McLeod-owned cross connection device collocated in the U S WEST Wire Center through either Caged or Cageless Physical Collocation.

1.2 Terms and Conditions

1.2.1 Interconnection Distribution Frame (ICDF) Collocation is available for CLECs who have not obtained Caged or Cageless Physical Collocation, but who require access to the U S WEST Wire Center for combining unbundled network elements and ancillary services. ICDF Collocation provides CLECs with access to the Interconnection Distribution Frame, where U S WEST will terminate the unbundled network elements and ancillary services ordered by McLeod. McLeod may combine one UNE to another UNE or ancillary service by running a jumper on the ICDF. McLeod access to the ICDF will be on the same terms and conditions described for other types of Collocation in this Section.

1.2.2 All U S WEST terminations on the Interconnection Distribution Frame will be given a frame address. U S WEST will establish and maintain frame address records for U S WEST terminations. U S WEST will maintain assignment records for each unbundled network element and ancillary service ordered by McLeod that is terminated on the Interconnection Distribution Frame. U S WEST will provide McLeod with the frame assignments for each unbundled network element and ancillary service terminated on the ICDF.

1.2.3 McLeod will be required to place the jumper connection between frame addresses to connect unbundled loops, ancillary and finished services.

McLeod will be required to maintain the records for McLeod-provided jumpers.

- 1.2.4 To the extent that McLeod's requested use of the Interconnection Distribution Frame results in U S WEST incurring building or frame additions other than the ICDF, construction charges will apply.

1.3 Rate Elements

- 1.3.1 The charges for ICDF Collocation are the non-recurring and recurring charges associated with the unbundled network elements or ancillary services ordered by McLeod, the cost of extending the unbundled network elements or ancillary services to the demarcation point, which are recovered through the ITP charges described below, and the Security charge, described in the following paragraph. These rates are contained in Exhibit A.

1.3.1.1 U S WEST will provide a connection between unbundled network elements and a demarcation point. Such connection is an Interconnection Tie Pair (ITP). An ITP is required for each unbundled network element, ancillary service or interconnection service delivered to McLeod. The ITP provides the connection between the unbundled network element or interconnection service and the ICDF or demarcation point. The ITP is ordered in conjunction with a UNE. There is a recurring and nonrecurring charge for the ITP as contained in Exhibit A. The ITP may be ordered per termination. The demarcation point shall be:

- a) at McLeod-provided cross-connection equipment located in McLeod's Virtual or Physical Collocation Space; or
- b) if McLeod elects to use ICDF Collocation, at the Interconnection Distribution Frame (ICDF); or
- c) if McLeod elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF; or
- d) at another demarcation point mutually-agreed to by the parties.

1.3.1.2 Security Charge. This charge applies to the keys/card and card readers, required for McLeod access to the U S WEST Central Office for the purpose of Collocation. Charges are assessed per McLeod employee, per card on a monthly basis. Video cameras and other Central Office Security infrastructure may be required and will be assessed on an Individual Case Basis.

1.4 Ordering

1.4.1 Ordering - Interconnection Distribution Frame Collocation

- 1.4.1.1 McLeod shall submit an ICDF Collocation Order Form to U S WEST. The ICDF Collocation Order Form shall include a McLeod-provided eighteen (18) month forecast of demand, by DS0, DS1 and DS3 capacities, that will be terminated on the Interconnection Distribution Frame by U S WEST on behalf of McLeod. Such forecasts shall be used by U S WEST to determine the sizing of required tie cables and the terminations on each Interconnection Distribution Frame as well as the various other frames within the U S WEST Central Office.
- 1.4.1.2 Upon receipt of an ICDF Collocation Order Form, U S WEST will verify if ICDF Collocation capacity is available within a requested Central Office. Verification of ICDF capacity will be completed within seven (7) calendar days. In those Central Offices where ICDFs have not been previously placed, U S WEST will make ICDFs available within ninety (90) calendar days of verification.
- 1.4.1.3 When ordering UNEs or ancillary services to be terminated on the Interconnection Distribution Frame, each UNE or ancillary service is ordered separately, using the existing ordering forms and intervals for the specific UNE or ancillary service.

1.5 Billing

1.5.1 Billing

- 1.5.1.1 Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, U S WEST will provide McLeod a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by McLeod and U S WEST, and U S WEST has received the final 50% balance, McLeod may begin submitting service order requests for U S WEST transport services and/or UNEs or ancillary services.
- 1.5.1.2 In the event U S WEST has completed all associated construction activities and McLeod has not completed its associated activities (e.g., delivering fiber to the C-POI, or providing the equipment cables for connecting to the Interconnection Distribution Frame), U S WEST will bill an adjusted amount of the remaining nonrecurring balance, and close the job, and begin billing the monthly recurring rent charge. In those instances where the job is delayed due to McLeod not having its fiber to the POI, U S WEST will request the balance due minus the dollar amount specific to this work activity, and begin billing the monthly recurring rent charge. Once McLeod has completed fiber placement, McLeod can request U S WEST to return and complete the splicing activity at the rate reflected in this Agreement. In the case of missing

equipment cables, McLeod will be responsible for installing the cables if not delivered at job completion. The installation activity must be conducted by a U S WEST approved vendor and follow the designated racking route. Final test and turn-up will be performed under the maintenance and repair process contained herein.

1.6 Maintenance and Repair

1.6.1 Interconnection Distribution Frame

- 1.6.1.1 McLeod is responsible for block and jumper inventory and maintenance at the Interconnection Distribution Frame and using correct procedures to dress and terminate jumpers on the ICDF, including using fanning strips, retaining rings, and having jumper wire on hand, as needed. Additionally, McLeod is required to provide its own tools for such operations.

EXHIBIT A – NEBRASKA RATES*

		Recurring	Nonrecurring
Quote Preparation Fee			\$2,300.09
Security			
Per employee, per Card		\$6.37	
Central Office Security Infrastructure		ICB ¹	ICB ¹
Engineering Labor, per Half Hour			
Regular Hours Rate			\$25.22
After Hours Rate			\$34.25
Unbundled Network Elements (UNEs)			
Interconnection Tie Pairs (ITP) – Per Termination			
DS0 2-wire		\$0.95 ²	\$291.88 ²
DS0 4-wire		\$1.86 ²	\$291.88 ²
DS1 Per each Termination		\$9.26 ²	\$331.24 ²
DS3 Per each Termination		\$32.44 ²	\$332.92 ²

NOTES:

* Unless otherwise indicated, rates shown are those proposed by U S WEST witness Al Bergman in Exhibit ALB-2 filed 11/98 in the NE Cost Docket C-1415. Rates are subject to true-up upon completion of the NE Cost docket C-1415.

[1] ICB, Individual Case Basis pricing.

[2] Rates not proposed in Nebraska Cost docket C-1415. (TELRIC based where required.)