

**Amendment No. 4
Collocation Decommission Amendment
to the Interconnection Agreement between
Qwest Corporation and
TCG-Omaha
for the State of Nebraska**

This is an Amendment ("Amendment") for Collocation Decommission to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and TCG-Omaha ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of Nebraska which was approved by the Nebraska Public Service Commission ("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:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Collocation Decommission as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Qwest shall be in a position to process such orders within a reasonable time after execution of this Amendment, assuming Qwest has received all necessary information from CLEC by the time this Amendment is fully executed.

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.

TCG-Omaha

Signature

Name Printed/Typed

Title

Date

Qwest Corporation

Signature

L. T. Christensen

Name Printed/Typed

Director – Business Policy

Title

Date

ATTACHMENT 1**Collocation Decommission**

If terms and conditions for Collocation Decommissioning are included in the CLEC Interconnection Agreement, and those terms differ from those set forth in this document, then the terms of the Interconnection Agreement will prevail.

1. Description

- 1.1 Decommissioning refers to the deactivation of a Collocation site occupied by CLEC and removal of CLEC equipment there from.
- 1.2 Decommissioning is offered for Caged Physical, Cageless Physical, Virtual, and ICDF Collocation.
- 1.3 All other types of collocation to be decommissioned will be handled on an Individual Case Basis (ICB) by contacting the appropriate Qwest Wholesale Project Manager (WPM).
- 1.4 An application for Decommissioning is irrevocable once Qwest accepts the application.

2. Terms and Conditions

- 2.1 A Collocation site will be considered eligible for decommissioning after the site is built-out and accepted by CLEC pursuant to the terms of the Agreement.
- 2.2 Qwest requests the vacating CLEC remove equipment prior to submitting a Decommissioning Application.
- 2.3 If CLEC does not remove equipment within thirty calendar days after Qwest's acceptance of the Decommissioning Application, Qwest will send a notification to CLEC stating the equipment is considered abandoned.
 - 2.3.1 Upon receiving notification of abandonment from Qwest, CLEC will have fifteen calendar days to notify Qwest that the equipment is not abandoned or to remove equipment.
 - 2.3.2 Qwest will review CLEC responses and assess if the equipment has been abandoned in Qwest's reasonable discretion, after such fifteen (15) calendar days has passed. If CLEC does not remove the equipment in question and Qwest determines that the same has been abandoned, Qwest will send a final notification and bill for the labor charges associated with Qwest's removal of the abandoned equipment.
 - 2.3.3 In the case of Virtual Collocation, Qwest will automatically remove all equipment within ninety calendar days after receipt of CLEC's Decommissioning Application.
 - 2.3.3.1 Qwest will negotiate with CLEC for the pick up of the equipment.
 - 2.3.3.2 For Virtual Collocation, there will be no cost for the removal of CLEC

equipment.

2.4 Prior to submitting a Decommissioning Application, financial obligations with respect to the collocation site to be decommissioned must be current, with the exception of formally disputed charges.

2.4.1 CLEC financial obligations include payment of 100% of all non-recurring quoted charges and all applicable monthly recurring charges that are more than 30 days past due.

2.5 CLEC must disconnect all services from the Collocation site to be decommissioned prior to submitting the Decommissioning Application. Services to be disconnected by CLEC include, but are not limited to: Unbundled Network Elements, administrative lines, finished services, and line sharing services. Services will need to be disconnected via ASR/LSR. If CLEC does not disconnect services, all charges with respect to such site will continue to accrue and the Decommissioning Application will be rejected.

2.6 Prior to disconnecting the circuits associated with the Collocation site CLEC must notify, in writing, all current end users and service customers affected by such disconnection of the discontinuation of service.

2.7 CLEC must submit an e-mail notification attached to the Decommissioning Application representing to Qwest that all end users and service customers have been properly notified. Failure to include such representation will result in the rejection of the Decommissioning Application.

2.8 Reserved.

2.9 When submitting a Decommissioning Application for a Collocation site that also has a Direct CLEC-to-CLEC arrangement:

2.9.1 Qwest requires that the Direct CLEC-to-CLEC Connection be disconnected at the same time that Qwest performs the decommissioning.

2.9.2 The CLEC submitting the Decommissioning Application must:

2.9.2.1 Submit a Letter of Authorization signed by both the vacating CLEC and partnering CLEC that authorizes Qwest to disconnect the installed Direct CLEC-to-CLEC cabling.

2.9.2.2 If a copy of the required Letter of Authorization is not attached to the Decommissioning Application, the application will be rejected as incomplete.

2.10 CLEC will be eligible for reimbursement on the re-usable elements (cable terminations including DS0, DS1, DS3, fiber terminations, and splitter cabling) for up to one calendar year from the Decommission Application submit date. An inventory will be completed by Qwest and furnished within 90 calendar days of the Decommission Application acceptance identifying the re-useable elements and the potential credit.

2.11 CLEC is required to return the space to turnover condition. Turnover condition is defined as the same condition in which CLEC originally assumed the Collocation site from Qwest upon Qwest's completion of the work called for by CLEC's original collocation application.

3. Rate Elements

3.1 Under the terms of this Agreement, Qwest will not charge for the decommissioning service provided herein, unless equipment has been abandoned or the Collocation space has not been returned to turnover condition. In such cases, the applicable rates shall be the following:

3.1.1 Miscellaneous labor hourly charges as defined in the attached Exhibit A will apply,

3.1.2 Additional dispatch charges, will apply for unmanned offices, as defined in the attached Exhibit A.

4. Ordering

4.1 The decommission process requires the submission of a "Cancellation, Decommission, Change of Responsibility Application Form".

4.1.1 The Application form is located on the Qwest web at:

<http://www.qwest.com/wholesale/pcat/collocation.html>

4.1.2 The Decommissioning Application should be submitted to: colo@qwest.com and rfsmet@qwest.com.

4.1.3 Qwest will notify CLEC within one business day after CLEC submits the Decommissioning Application if the prerequisites have been met. If Qwest believes that such prerequisites have not been met, Qwest will specifically identify the information needed to make the Decommissioning Application complete. Qwest will validate the order within two business days from receipt of the application.

EXHIBIT A

Nebraska

* Per 1/2 hour or fraction thereof		Recurring	Non Recurring
*	Additional Labor Other – Basic		\$27.58 1
*	Additional Labor Other – Overtime		\$36.83 1
*	Additional Labor Other – Premium		\$46.10 1
	Additional Dispatch		\$84.07 1

[1] Rates proposed in cost studies filed on June 7, 2001 and July 17, 2001 in Cost Docket C-2516, and supported by Fleming testimony