

**Voice Traffic-251(b)(5) Reciprocal Compensation Amendment
to the Interconnection Agreement between
Qwest Corporation and
Houlton Enterprises Inc. dba Guaranteed Phone Service
for the State of Nebraska**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Houlton Enterprises Inc. dba Guaranteed Phone Service ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") which was approved by the appropriate state Commission ("Commission"); and

WHEREAS, The FCC issued an Order on Remand and Report and Order in CC Docket 99-68 (Intercarrier Compensation for ISP-Bound Traffic); and

WHEREAS, the Parties were not exchanging ISP-Bound traffic during the first quarter of 2001 and will therefore exchange all ISP-Bound traffic on a Bill and Keep basis; and

WHEREAS, the Parties wish to amend the Agreement to reflect the aforementioned Order 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 to the language as follows in lieu of existing contract language:

1. Exchange Service (EAS/Local) Traffic

Pursuant to the election in Section 3 of this Amendment, the Parties agree to exchange all EAS/Local (§251(b)(5)) traffic at the FCC ordered rate, pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68, (Intercarrier Compensation for ISP-Bound Traffic) or the state ordered reciprocal compensation rate. When the FCC ordered rate for ISP-bound traffic is applied to EAS/Local traffic, the FCC Ordered ISP rate is used in lieu of End Office call termination and Tandem Switched Transport rate elements.

2. Effective Date

This Amendment shall be deemed effective upon approval by both Parties unless modified or denied by the Commission. This Amendment shall remain in effect until a new Agreement has been executed by the Parties, but in no event for a minimum of six (6) months.

3. Rate Election

The reciprocal compensation rate elected for (§251(b)(5)) traffic is **(elect and sign one):**

The Reciprocal Compensation rate as ordered in a state cost docket.

Signature

Name Printed/Typed

OR

The capped rate as ordered by the FCC and applied to ISP traffic:

Signature

Name Printed/Typed

4. Further Amendments

Amendments; Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement 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.

5. Entire Agreement. This Agreement (including the documents referred to herein) constitutes the full and entire understanding and agreement between the parties with regard to the subjects of this Agreement 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 this Agreement.

**Houlton Enterprises Inc.
dba Guaranteed Phone Service**

Qwest Corporation

Signature

Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director – Business Policy

Title

Date

Date