

**Enhanced Extended Loop (EEL) Amendment
to the Interconnection Agreement between
Qwest Corporation and
NexGen Integrated Communications, L.C.
(formerly known as NewPath Holdings, Inc.)
for the State of Nebraska**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and NexGen Integrated Communications, L.C. (f.k.a. NewPath Holdings, Inc.) ("CLEC" or "NexGen"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, pursuant to Consent Order Authorizing Assumption of Executory Contract with NexGen Integrated Communications, L.C. as Modified, and to Sell Certain Assets in NewPath Holdings, Inc., Case No. 01-02122 CJ, Chapter 11 ("Consent Order"), NewPath Holdings, Inc. ("NewPath") was authorized to assign its Interconnection Agreement to NexGen Integrated Communications, LC ("NexGen"); and

WHEREAS, pursuant to the Consent Order, NewPath has assigned the Interconnection Agreement to NexGen; and

WHEREAS, the Parties entered into an Interconnection Agreement, in the state of Nebraska, that was approved by the Nebraska Public Service Commission ("Commission") on June 6, 2000 (the "Agreement"); 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 Enhanced Extended Loop as set forth in Attachment 1, Exhibits A, B and C 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.

Amendment Waivers

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

Entire Agreement

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

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.

NexGen Integrated Communications, L.C.

Qwest Corporation

Authorized Signature

Authorized Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director – Business Policy

Title

Date

Date

ATTACHMENT 1

Enhanced Extended Loop (EEL)

9.23.3.7 Enhanced Extended Loop (EEL) -- EEL is a Qwest-provided combination of Loop and dedicated interoffice transport and may also include multiplexing or concentration capabilities. EEL transport and Loop facilities may utilize DS0 through OC-192 or other existing bandwidths. In addition, DS0, DS1 and DS3 bandwidths are defined products. Other existing bandwidths can be ordered through the Special Request Process set forth in Exhibit B. Qwest has two EEL options: "EEL-Conversion" (EEL-C) and "EEL-Provision" (EEL-P).

9.23.3.7.1 Unless CLEC is specifically granted a waiver from the FCC which provides otherwise, and the terms and conditions of the FCC waiver apply to CLEC's request for a particular EEL, CLEC cannot utilize combinations of Unbundled Network Elements that include Unbundled Loop and unbundled interoffice dedicated transport to create a UNE Combination unless CLEC establishes to Qwest that it is using the combination of Network Elements to provide a significant amount of local exchange traffic to a particular End User Customer. The significant amount of local use requirement does not apply to combinations of Loop and multiplexing when the high side of the multiplexer is connected via an ITP for CLEC's Collocation.

9.23.3.7.2 To establish that an EEL is carrying a "Significant Amount of Local Exchange Traffic," one of the following three (3) local service options must exist:

9.23.3.7.2.1 Option 1: CLEC must certify to Qwest that it is the exclusive provider of an End User Customer's Local Exchange Service and that the Loop transport combination originates at a customer's premises and that it terminates at CLEC's Collocation arrangement in at least one Qwest Central Office. This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services.

9.23.3.7.2.2 Option 2: CLEC must certify that it provides local exchange and Exchange Access service to the End User Customer's premises and handles at least one-third (1/3) of the End User Customer's local traffic measured as a percent of total End User Customer local dial tone lines; and for DS1 level circuits and above, at least fifty percent (50%) of the activated channels on the Loop portion of the Loop and transport combination have at least five percent (5%) local voice traffic individually; and the entire Loop facility has at least ten percent (10%) local voice traffic; and the Loop/transport combination originates at a Customer's premises and terminates at CLEC's Collocation arrangement in at least one Qwest Central Office; and if a Loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria outlined in this paragraph. (For example, if DS1 Loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria outlined in this paragraph in order for the DS1/DS3 Loop/transport combination to qualify for UNE treatment). This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services.

9.23.3.7.2.3 Option 3: CLEC must certify that at least fifty percent (50%) of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least fifty percent (50%) of the traffic on each of these local dial tone channels is local voice traffic; and the entire Loop facility has at least thirty-three percent (33%) local voice traffic; and if a Loop/transport

combination includes multiplexing, each of the multiplexed facilities must meet the above criteria. For example, if DS1 Loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria as outlined in this paragraph in order for the DS1/DS3 Loop/transport combination to qualify for UNE treatment. This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services. Under this option, Collocation is not required. Under this option, CLEC does not need to provide a defined portion of the End User Customer's local service, but the active channels on any Loop-transport combinations, and the entire facility, must carry the amount of local exchange traffic specified in this option.

9.23.3.7.2.4 When CLEC certifies to Qwest through a certification letter, or other mutually agreed upon solution, that the combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then Qwest will provision the EEL or convert the Special Access circuit to an EEL-C. For each EEL or Special Access circuit, CLEC shall indicate in the certification letter under which local usage option, set forth in paragraph 9.23.3.7.2.1, 9.23.3.7.2.2 or 9.23.3.3.7.2.3, it seeks to qualify the circuit.

9.23.3.7.2.5 CLEC's local service certification shall remain valid only so long as CLEC continues to satisfy one (1) of the three (3) options set forth in Section 9.23.3.7.2 of this Amendment. CLEC must provide a service order converting the EEL to Private Line/Special Access Circuit to Qwest within thirty (30) days if CLEC's certification on a given circuit is no longer valid.

9.23.3.7.2.6 In order to confirm reasonable compliance with these requirements, Qwest may perform audits of CLEC's records according to the following guidelines:

- a) Qwest may, upon thirty (30) days written notice to a CLEC that has purchased Loop/transport combinations as UNEs, conduct an audit to ascertain whether those Loop/transport combinations were eligible for UNE treatment at the time of conversion and on an ongoing basis thereafter.
- b) CLEC shall make reasonable efforts to cooperate with any audit by Qwest and shall provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's Unbundled Loop transport combination is configured to provide Local Exchange Service in accordance with its certification.
- c) An independent auditor hired and paid for by Qwest shall perform any audits, provided, however, that if an audit reveals that CLEC's EEL circuit(s) do not meet or have not met the certification requirements, then CLEC shall reimburse Qwest for the cost of the audit.
- d) An audit shall be performed using industry audit standards during normal business hours, unless there is a mutual agreement otherwise.
- e) Qwest shall not exercise its audit rights with respect to a particular CLEC (excluding Affiliates), more than once in any calendar year, unless an audit finds non-compliance. If an audit does find non-compliance, Qwest shall not exercise its audit rights for sixty (60) days following that audit, and if any subsequent audit does not find non-compliance, then Qwest shall not exercise its audit rights for

the remainder of the calendar year.

f) At the same time that Qwest provides notice of an audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.

g) Audits conducted by Qwest for the purpose of determining compliance with certification criteria shall not effect or in any way limit any audit rights that Qwest may have pursuant to an Interconnection agreement between CLEC and Qwest.

h) Qwest shall not use any other audit rights it may have pursuant to an Interconnection agreement between CLEC and Qwest to audit for compliance with the local exchange traffic requirements of Section 9.23.3.7.2. Qwest shall not require an audit as a prior prerequisite to Provisioning EELs.

i) CLEC shall maintain appropriate records to support its certification. However, CLEC has no obligation to keep any records that it does not keep in the ordinary course of its business.

9.23.3.7.2.7 Qwest will not provision EEL or convert Private Line/Special Access to an EEL if Qwest records indicate that the Private Line/Special Access is or the EEL will be connected directly to a Tariffed service or if, in options 1 and 2 above, the EEL would not terminate at CLEC's Collocation arrangement in at least one (1) Qwest Central Office.

9.23.3.7.2.8 If an audit demonstrates that an EEL does not meet the local use requirements of Section 9.23.3.7.2 on average for two (2) consecutive months for which data is available, then the EEL shall be converted to special access or private line rates within thirty (30) days.

9.23.3.7.2.9 If CLEC learns for any reason that an EEL does not meet the local use requirements of Section 9.23.3.7.2, then the EEL shall be converted to special access or private line rates within thirty (30) days. CLEC has no ongoing duty to monitor EELs to verify that they continue to satisfy the local use requirements of Section 9.23.3.7.2, except that if any service order activity occurs relating to an EEL, then CLEC must verify that the EEL continues to satisfy the local use requirements of Section 9.23.3.7.2. Any disputes regarding whether an EEL meets the local use requirements shall be handled pursuant to the dispute resolution provisions of this SGAT. While a dispute is pending resolution, the status quo will be maintained and the EEL will not be converted to special access or private line rates

9.23.3.7.2.10 No private line or other Unbundled Loop shall be available for conversion into an EEL or be combined with other elements to create an EEL if it utilizes shared use Billing, commonly referred to as ratcheting. Any change to a private line or other Unbundled Loop including changes to eliminate shared use Billing for any or all circuits, prior to conversion of those circuits to EEL shall be conducted pursuant to the processes, procedures, and terms pursuant to which such private line or Loop was provisioned. Any appropriate charges from such processes, procedures, and terms shall apply (sometimes referred to as "grooming charges").

9.23.3.7.2.11 EEL-C is the conversion of an existing Private Line/Special Access service to a combination of Loop and transport UNEs. Retail and/or resale private line circuits (including multiplexing and concentration) may be converted to EEL-C if the conversion is Technically Feasible and they meet the terms of this Section 9.23.3.7. Qwest will make EEL-Conversion Combinations available to CLEC upon request. Qwest will provide CLEC with access to EEL-Conversion Combinations according to the standard intervals set forth in Exhibit C.

9.23.3.7.2.11.1 CLEC must utilize EEL-C to provide a significant amount of Local Exchange Service in accordance with the three options listed under Section 9.23.3.7.2.

9.23.3.7.2.12 EEL-P – EEL-P is a combination of Loop and dedicated interoffice transport used for the purpose of connecting an End User Customer to a CLEC Switch. EEL-P is a new installation of circuits for the purpose of CLEC providing services to End User Customers.

9.23.3.7.2.12.1 Terms and Conditions

9.23.3.7.2.12.2 CLEC must utilize EEL-P to provide a significant amount of Local Exchange Service to each End User Customer served in accordance with the three options listed under Section 9.23.3.7.2.

9.23.3.7.2.12.3 One end of the interoffice facility must originate at a CLEC Collocation in a Wire Center other than the Serving Wire Center of the Loop.

9.23.3.7.2.12.4 EEL combinations may consist of Loops and interoffice transport of the same bandwidth (Point-to-Point EEL). When multiplexing is requested, EEL may consist of Loops and interoffice transport of different bandwidths (Multiplexed EEL). CLEC may also order combinations of interoffice transport, concentration capability and DS0 Loops.

9.23.3.7.2.12.5 When concentration capability is requested, CLEC will purchase the appropriate concentration equipment and provide it to Qwest for installation in the Wire Center.

9.23.3.7.2.12.6 Installation intervals are set forth in Exhibit C and are equivalent to the respective Private Line Transport Service on the following website address: <http://www.qwest.com/carrier/guides/sig/index.html>.

9.23.3.7.2.12.7 Concentration capability installation intervals will be offered at an ICB.

9.23.3.7.2.12.8 EEL-P is available only where existing facilities are available.

9.23.3.8 Ordering

9.23.3.8.1 Reserved for Future Use.

9.23.3.8.2 CLEC will submit EEL orders using the LSR process.

9.23.3.8.3 Qwest will install the appropriate Channel Card based on the DS0 EEL Link LSR order and apply the charges.

9.23.3.8.4 Requests for Concentration will be submitted using the Virtual Collocation process. Virtual Collocation intervals will be adhered to.

9.23.3.8.5 One LSR is required when CLEC orders Point-to-Point EEL. Multiplexed EEL, EEL Transport and EEL Links must be ordered on separate LSRs.

9.23.3.9 Rate Elements

9.23.3.9.1 EEL Link. The EEL Link is the Loop connection between the End User Customer premises and the Serving Wire Center. EEL Link is available in DS0, DS1 and DS3 and higher bandwidths as they become available. Recurring and nonrecurring charges apply.

9.23.3.9.2 EEL Transport. EEL Transport consists of the dedicated interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1, DS3, OC3, OC12 and higher bandwidths as they become available. Recurring and nonrecurring charges apply.

9.23.3.9.3 EEL Multiplexing. EEL multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. All other multiplexing arrangements will be ICB. EEL multiplexing is ordered with EEL Transport or Unbundled Loop. Recurring and nonrecurring charges set forth in Exhibit A apply.

9.23.3.9.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Link or DS0 Unbundled Loop connected to a 1/0 EEL Multiplexer. Channel Cards are available for analog Loop Start, Ground Start, Reverse Battery and No Signaling.

9.23.3.9.5 Concentration Capability. Concentration Capability rates will be provided as an ICB. Cost recovery includes, but is not limited to, space preparation and space lease, equipment installation, cabling and associated terminations and structure installation, personnel training (if required) and delivery of required power. Recurring and nonrecurring charges apply.