

**Amendment No. 3
Collocation Cancellation Amendment
to the Interconnection Agreement between
Qwest Corporation and
AT&T Communications of the Midwest, Inc.
for the State of Nebraska**

This is an Amendment ("Amendment") to include the services described in Attachment 1 in the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and AT&T Communications of the Midwest, Inc. ("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 Cancellation as set forth in Attachment 1 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.

**AT&T Communications of
the Midwest, Inc.**

Signature

Name Printed/Typed

Title

Date

Qwest Corporation

Signature

L. T. Christensen

Name Printed/Typed

Director – Business Policy

Title

Date

ATTACHMENT 1

Collocation Cancellation

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

1. Description

1.1 Cancellation is available for all Collocation sites under a particular Billing Authorization Number (BAN) for which the CLEC has not received notification of completion from Qwest of CLEC's Collocation Application. A Cancellation will only occur upon request by the canceling CLEC.

1.2 Cancellation is offered for Caged Physical, Cageless Physical, Virtual, and ICDF Collocation.

1.3 All other types of collocation to be cancelled will be handled on an Individual Case Basis (ICB) by contacting the appropriate Qwest Wholesale Collocation Project Manager.

1.4 A request for Cancellation is irrevocable once Qwest has accepted the Cancellation Application.

2. Terms and Conditions

2.1 The canceling CLEC, may only submit a Cancellation Application if a Collocation quote has been accepted and the initial payment has been paid. The collocation Cancellation may only be initiated if the Collocation job is in progress and not yet complete.

2.2 Qwest will stop work on a job in progress upon receipt and acceptance by Qwest of a complete Cancellation Application.

2.3 Based on when the Cancellation Application is received by Qwest, the completion status of the Collocation job and the determination of the amount paid to Qwest, the following will occur: Qwest will cancel the Collocation job in progress, conduct an inventory, and issue a final revised quote setting forth the amount due or the appropriate credit adjustments, based on work performed and expenses incurred by Qwest. The revised final quote will be issued within 30 calendar days of Qwest's acceptance of the Cancellation Application.

2.4 The Quote Preparation Fee (QPF) for the original Collocation Request must be paid, if the job is cancelled.

2.5 In the event Splitter Collocation with the BAN of the collocation site is to be canceled, such Splitter Collocation will be cancelled automatically pursuant to the submitted Cancellation Application.

2.6 In the event that CLEC has requested Direct CLEC-to-CLEC connections with the BAN of the collocation site or Collocation Application to be cancelled, such Direct CLEC-to-CLEC will be cancelled automatically pursuant to the submitted Cancellation Application.

3. Rate Elements

3.1 Pursuant to the terms of this Agreement, Qwest will not charge for the cancellation service except as specifically provided herein.

4. Ordering

4.1 Cancellation requires submission of a "Cancellation, Decommission, Change of Responsibility Application Form".

4.1.1 The Application form is located on the Qwest web site at:
<http://www.qwest.com/wholesale/pcat/collocation.html>

4.1.2 The Application must be submitted to colo@qwest.com and rfsmet@qwest.com

4.1.3 Qwest will follow its standard Cancellation order validation procedures, providing acknowledgment of acceptance or rejection within one business day of receipt of a valid and complete Application. If Qwest rejects CLEC's Cancellation Application, Qwest shall identify the reasons for rejection, including any information omitted from the application that is necessary for Qwest to accept the application.