

**Amendment To Interconnection Agreement
Between
NPCR, Inc. dba Nextel Partners
And
Qwest Corporation, f/k/a U S WEST Communications, Inc.
For The State of Nebraska**

This Amendment is entered into by and between NPCR, Inc. dba Nextel Partners ("Nextel") and Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest").

RECITALS

Nextel and Qwest are parties to a Interconnection Agreement ("Underlying Agreement") effective November 4, 1999 and

Nextel and Qwest hereby amend the Underlying Agreement 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

1. Section 4.9.1 (Reciprocal Compensation), through and including subsection 4.9.2.2 of the Underlying Agreement, is amended to read as follows:

4.9.1 Each Party will compensate the other for its traffic terminating to the other Party's subscriber. Carrier's rate for QWEST's Reciprocal Compensation Credit will be symmetrical to the ISP rate from the ISP Amendment the Parties previously signed. Qwest will compensate Carrier for local 2-way voice traffic, not paging traffic, originated from Qwest's subscribers. Both originating and terminating points for the minutes of use must be contained within the same LCA.

4.9.1.1 The new Reciprocal Compensation factors used in this Amendment are based on a three month study of actual Mobile to Land and Land to Mobile traffic between Qwest and Nextel Partners.

4.9.2 The Reciprocal Compensation Credit for termination of Qwest Wireline subscriber calls shall be comprised of two components: termination charges and two-way dedicated facilities charges and calculated as set forth in this Section. Examples of the application of the calculation are provided for reference in the following Appendix A-1.

4.9.2.1 The Reciprocal Compensation Credit for the termination component shall be calculated as follows: Divide the total number of monthly

Qwest measured LCA Carrier minutes of use terminated on Qwest's network by a factor of 0.605 (sixty and one half percent). The total of the calculation will then be multiplied by 0.395 (thirty nine and one half percent) to arrive at the total Qwest minutes of use terminated on Carrier's network per month. This monthly total will be multiplied by the applicable ISP rate to obtain the Reciprocal Compensation Credit for the month with respect to Qwest terminations.

- 4.9.2.2 The Reciprocal Compensation Credit for two-way dedicated facilities charges shall be based upon the Type 2 channel facilities or two-way network access channels used by both Qwest and Carrier to terminate their respective local Interconnection subscriber traffic. This shall be calculated by multiplying (1) the sum of the total monthly two-way channel facility or network access channel multiplexer and distance sensitive facilities state specific rates by (2) a factor of 0.222 (twenty two and two tenths percent). The Parties agree that the Reciprocal Compensation Credit is intended to apply only to Type 2 Interconnection facilities which are actually utilized as two-way facilities, and will not apply to one-way facilities. Unless the Parties agree otherwise in writing, either Party may route traffic to the other utilizing one-way trunks.

2. Appendix A-1 to the Underlying Agreement, Type 2 Reciprocal Compensation, is replaced by the Appendix A-1 attached to this Amendment as Exhibit A and is made a part hereof.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties hereby agree to implement the provisions of this Amendment upon execution.

Amendments; 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

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended 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 the Agreement as amended.

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 and which together shall constitute one and the same instrument.

NPCR, Inc. dba Nextel Partners

Qwest Corporation

Authorized Signature

Authorized Signature

Printed Name

L.T. Christensen

Printed Name

Title

Director Interconnection Agreements

Title

Date

Date

**APPENDIX A-1
TYPE 2 RECIPROCAL COMPENSATION
EXAMPLE OF RECIPROCAL COMPENSATION CREDIT CALCULATION**

Termination Component

Carrier Minutes terminated to USWC subscribers:	10,000,000
Divide by .605 factor to arrive at Total Minutes (10,000,000/.605)	16,528,925
Multiply Total Minutes by .395 to arrive at USWC minutes to Carrier (16,528,925 x .395)	6,528,925.30
Multiply result by ISP rate (\$0.0007)	
Termination Component Credit (6,528,925 x \$0.0007)	\$ 4570.25

Facility Component (using a DS3 for this example)

Equipment costs (Channel facility, multiplexing, etc.)	\$ 10,000
Dedicated transport cost (fixed and per mile)	<u>\$ 1,250</u>
Total Facility cost (\$10,000 + 1,250)	\$ 11,250
Multiply Total Facility cost by .222	
Facility Component Credit (\$11,250 X .222)	\$ 2,497.50

Reciprocal Compensation Credit

Termination Component	\$ 4570.25
Facility Component	<u>\$ 2,497.50</u>
Total Reciprocal Compensation Credit (\$4,570.25 + 2,497.50)	\$ 7067.75