AMENDMENT NUMBER 2 TO INTERCONNECTION AGREEMENT FOR ELIMINATION OF UNE-P AND

IMPLEMENTATION OF BATCH HOT CUT PROCESS
between
Qwest Corporation and TCG Omaha

for the State of Nebraska

This Agreement is entered into by and between Qwest Corporation ("Qwest"), a Colorado corporation, and TCG Omaha, a New York partnership, ("CLEC") effective as of the Effective Date, defined below. Qwest and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement for services in the state of Nebraska, (the "ICA") which was approved by the Commission; and

WHEREAS, the Parties may during the Term of this Amendment enter into a new Interconnection Agreement and/or amend existing Interconnection Agreement;

WHEREAS, CLEC previously purchased on an unbundled basis from Qwest certain combinations of network elements, ancillary functions, and additional features, including without limitation the local Loop, port, switching, and shared transport combination commonly known as Unbundled Network Element Platform ("UNE-P");

WHEREAS such UNE-P arrangements were previously obtained by CLEC under the terms and conditions of the Interconnection Agreements;

WHEREAS both CLEC and Qwest acknowledge certain regulatory uncertainty in light of the DC Circuit Court's decision in United States Telecom Association v. FCC, 359 F.3d 554 (March 2, 2004), with respect to the future existence, scope, and nature of Qwest's obligation to provide such UNE-P arrangements under the Communications Act (the "Act");

WHEREAS to address such uncertainty and to create a stable arrangement for the continued availability to CLEC from Qwest of services technically and functionally equivalent to the June 14, 2004 UNE-P arrangements the parties have contemporaneously entered into a Master Service Agreement for the provision of Qwest Platform Plus™ service (the "QPP™ MSA"); and

WHEREAS, the Parties have agreed to the following terms and conditions which during the Term of this Amendment are intended to supplement in part and supercede in part the terms and conditions of their existing Interconnection Agreement and any new Interconnection Agreements they may enter into.

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:

Section 1.0 – Definitions

"Affiliates" shall mean any person or entity that is a party's parent or subsidiary, directly owned or controlled by, or under ownership or control with a party.

"Batch Hot Cut" refers to a hot cut performed pursuant to the Batch Hot Cut Process described in Attachment A.

"Individual Hot Cut" refers to a hot cut that is not performed pursuant to a batch process.

Section 2.0 – General Terms and Conditions

2.1 Effective Date. This Amendment shall be effective January 1, 2005 ("Effective Date"), subject to the approval of the Commission.

2.2 Term. The term of this Amendment shall begin on the Effective Date and shall remain in effect through July 31, 2008. At any time within 6 months prior to expiration of the Amendment either Party may provide notice of renegotiation. Upon mutual agreement, the term of the Amendment may be extended upon the same terms and conditions for no more than one (1) six month extension period. If the QPP MSA is terminated (for reasons other than material breach by CLEC with respect to a particular state, this Amendment shall, by its own terms and notwithstanding any requirement that subsequent modifications or amendments be in writing signed by both Parties, automatically be terminated in that state, and CLEC shall be free thereafter to pursue any available means to purchase equivalent services from Qwest.

2.3 Scope of Amendment. The provisions of this Amendment are intended to amend and supercede those provisions of CLEC's existing and all future Interconnection or other Agreements only as they relate to Qwest's offering of Unbundled mass market Switching or Unbundled enterprise Switching and Unbundled Shared Transport in combination with other network elements as part of the Unbundled Network Element Platform, and Batch Hot Cuts, as defined below (collectively, the "Services"). The Services and related terms and conditions described in this Agreement are applicable only in Qwest's incumbent LEC service territory in the state of Nebraska.

2.4 Existing Rules. The provisions in this Amendment are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to Federal rules, regulations, and laws, as of June 17, 2004 (the "Existing Rules"). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified.

2.5 Change of Law. If a change in law, rule, or regulation materially impairs a party's ability to perform or obtain a benefit under this Amendment, both parties agree to negotiate in good faith such changes as may be necessary to address such material impairment.

2.6 Regulatory Approval. In the event the FCC, a state commission or any other governmental authority or agency rejects or modifies any material provision in this Amendment, either party may immediately upon written notice to the other Party terminate this Amendment and the QPP MSA.

2.7 Entire Agreement. This Amendment (including all Attachments) 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, including but not limited to, any term sheet or memorandum of understanding entered into by the Parties, to the extent they relate in any way to the subjects of this Amendment.

Section 3.0 – Batch Hot Cut Terms and Conditions

3.1 Individual Hot Cuts. All hot cuts, except for those hot cuts performed pursuant to a batch process, will be provided by Qwest to CLEC at the rates, terms and conditions set forth in CLEC's Interconnection Agreement.

3.2 Batch Hot Cut Process. Upon deployment of the Batch Hot Cut Status Tool and amendment of Appointment Scheduler to accommodate Batch Hot Cut orders, Qwest shall provide Batch Hot Cuts to CLEC upon the rates, terms and conditions set forth in this Agreement. The Parties agree to follow the Batch Hot Cut Process described in Attachment A. CLEC agrees to use commercially reasonable efforts to use the Batch Hot Cut Process under this Agreement even in states in which the Individual Hot Cut rate is lower than the Batch Hot Cut Rate.

3.3 Batch Hot Cut Rates: The Batch Hot Cut rates may be found in Exhibit A of this Amendment.

3.4 CLEC agrees Batch Hot Cut terms and prices are not available for conversions of CLEC's QPP or UNE-P to Unbundled Loop; and CLEC shall make no order in contravention of this provision. Qwest may conduct periodic audits to determine if any Batch Hot Cut requests have been made in error. CLEC shall be assessed a non-recurring charge of $43.00 per line submitted in error. This charge will be in addition to any charges already paid by CLEC to perform the Batch Hot Cut. CLEC shall pay such charges within thirty (30) days of receiving notice of them.

3.5 Batch Hot Cut Tools. The Batch Hot Cut Scheduling Tool will be enhanced in a future IMA release if and to the extent the enhancement is supported by the CLEC community. If approved, the enhancement will include the ability to reserve due dates for IDLC in cumulative batches of no more than 40 IDLC Loops per state per day. Qwest and CLEC agree to support as a high priority the enhancement for IDLC inclusion in the Batch Hot Cut Scheduling Tool and will work this through the systems prioritizations procedures in the Qwest Wholesale Change Management Process. Qwest and CLEC will rank this enhancement change request within the top twenty-five percent (25%) of all change requests to be prioritized through the Qwest Wholesale Change Management Process when this change request is prioritized. The Parties agree to the following service assurance approach for these Tools:

> 3.5.1 Batch Hot Cut Scheduling Tool Availability. To the extent that there is a systems failure that exceeds forty-eight (48) hours and creates an inability to request a Batch Hot Cut, Qwest will work in good faith with CLEC to develop a negotiated settlement with respect to the cost difference between the Qwest QPP™ monthly recurring charge (MRC) and the Unbundled Loop MRC times the number of days that CLEC was unable to order a Batch Hot Cut. Settlement discussions would be initiated upon the written request of CLEC.

3.5.2 Batch Hot Cut Status Tool System Refresh Timeliness. After the deployment of the Batch Hot Cut Status Tool, Qwest and CLEC will work cooperatively to review the system logic and processes in an effort to determine an appropriate measurement approach. The parties agree to take the least-cost approach to capture this performance experience.

3.6 The Batch Hot Cut pricing provisions in this Amendment are subject to the following conditions:

A. Integrated Digital Loop Carrier ("IDLC") is not a part of the standard Batch Hot Cut process. However, the pricing for Batch Hot Cuts will apply to IDLC Loops. IDLC Loops will be batched together in quantities of no more than 40 IDLC Loops per state, per day.

B. Batch Hot Cut is not available for migrations from or conversions of CLEC's UNE-P or QPP to Unbundled Loop.

C. Batch Hot Cut limits are in effect as established in the Batch Hot Cut Process described in Attachment A.

Section 4.0 – Removal of UNE-P, Enterprise and Mass Market Switching and Shared Transport from Interconnection Agreement(s)

4.1 Agreement Not to Order. During the term of this Agreement Qwest shall not offer or provide to CLEC, and CLEC shall not order or purchase from Qwest, unbundled mass market switching, unbundled enterprise switching or unbundled shared transport, in combination with other network elements as part of the Unbundled Network Element Platform ("UNE-P"), out of its existing Interconnection Agreement(s) with Qwest, a Qwest SGAT or any other Interconnection Agreement governed by 47 U.S.C. §§251 and 252 that CLEC or one of its Affiliates may in the future enter into with Qwest and CLEC waive any right under applicable law in connection therewith. Notwithstanding the foregoing, nothing in this Section shall prevent Qwest from offering or providing QPP™ services to CLEC, or CLEC from ordering or purchasing QPP™ services from Qwest. The agreement not to order UNE-P services embodied in this Section shall remain in effect for the Term of this Amendment, and for the avoidance of doubt, shall no longer be binding on CLEC or otherwise enforceable in a particular state if the QPP MSA is terminated as to that state (other than for reason of material breach by CLEC).

Section 5.0 Other Terms and Conditions of Interconnection Agreements

5.1 Other Interconnection Terms. This Amendment is not intended to alter, adjust or extend existing interconnection arrangements between Qwest and CLEC except as expressly set forth herein and all such other interconnection arrangements and related terms and conditions shall remain in full force and effect.

5.2 CLEC may use Qwest's Directory Assistance Services or operator services and may arrange to provide access to its own, or to a third party's, directory assistance or operator services platform. Qwest Branded Operator Services and Directory Assistance may be purchased by CLEC pursuant to the terms of the applicable ICA, SGAT, or tariff. CLEC Branded Operator Services and Directory Assistance will also be available from Qwest using Originating Line Number Screening ("OLNS"). Qwest will provide CLEC nondiscriminatory access to Qwest's Directory Assistance Listings.

5.3 Line splitting will be available for Loops provided pursuant to the ICA, such that CLEC may provide DSL service using the high-frequency portion of such a Loop and a CLEC-provided splitter, or CLEC may contract with a third-party CLEC to provide such DSL service to a CLEC End User Customer over the high frequency portion of the Loop. The Loop pre-qualification, ordering, provisioning, repair, maintenance and other support functions and services to support CLEC's use of line splitting in connection with Loops shall be provided as set forth in the ICA.

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	**Qwest Corporation**
Signature	Signature
Cynthia Batchelder	L. T. Christensen
Name Printed/Typed	Name Printed/Typed
Regional Vice President	Director – Interconnection Agreements
Title	Title
January 31, 2005	2/1/05
Date	Date

Attachment A: Batch Hot Cut Process

The Batch Hot Cut (BHC) installation option permits CLEC to migrate existing defined analog services to a two or four (2/4) wire analog Unbundled Loop in those instances where existing facilities currently serving the end-user customer can be reused without requiring a field technician dispatch. Except as defined below, existing analog services provisioned over Integrated Digital Loop Carrier (IDLC) or originating out of a Remote Switching Unit (RSU) and terminating on an exchange (EX) cable are not eligible for the BHC because the dispatch of a field technician would be required. In addition, the coordination provisioning options for Unbundled Loops are not available when using the BHC process.

A. The BHC process is available to migrate to unbundled Loops from the following services whether they be in Qwest retail, Qwest resale: Residential POTS, Business POTS, Centrex 21, Centrex Plus/Centron, Analog DID, and public access lines. The BHC process is also available to move End Users served by another CLEC via UNE-P or QPP directly to unbundled Loop in the event CLEC acquires that End User.

1. A modified BHC process can be used to transition Loops currently provisioned over IDLC. In that circumstance, the IDLC batch must be made up exclusively of lines currently provisioned over IDLC, and identified and designated as such by CLEC using one of Qwest's Loop qualification tools. In those circumstances, the IDLC batch will consist of no more than 40 Loops per state per day. Qwest's scheduling tool will be enhanced in a future IMA release if and to the extent the enhancement is supported by the CLEC community. If approved, the enhancement will include the ability to reserve due dates for IDLC in cumulative batches of no more than 40 IDLC Loops per state per day. Qwest and CLEC agree to support as a high priority the enhancement for IDLC inclusion in the scheduling tool and will work this through the systems prioritizations procedures in the Qwest Wholesale Change Management Process. Qwest and CLEC will rank this enhancement change request within the top twenty-five percent (25%) of all change requests to be prioritized through the Qwest Wholesale Change Management Process when this change request is prioritized.

B. Except as set forth above for IDLC batches, the BHC must be for a minimum of twenty-five (25) Unbundled Loops per CLEC per Central Office and a maximum of one hundred (100) Unbundled Loops among all CLECs per Central Office, per day. There is also a fourteen (14) state region-wide maximum for all CLECs of two thousand five hundred (2,500) Loops per day for all of Qwest's Central Offices.

C. The BHC option is available during standard unbundled Loop business days, which are defined in the Provisioning and Installation Procedural PCAT. The Due Date for the BHC process is set by a standard seven (7) business day installation interval. Qwest will complete provisioning of the Loops associated with a particular batch between 3:00 a.m. and 11:00 a.m. local time on the Due Date.

D. Before CLEC submits any orders for unbundled Loops using the BHC process, CLEC and Qwest agree to schedule a meeting in order to create a CLEC specific migration plan, if such plan is required. The migration plan shall include CO by CO prioritization, volumes by CO, overall timeframe of migration to be agreed upon between

CLEC and Qwest. The jointly developed CLEC migration plan will be assigned a priority based upon its creation date, in the event multiple CLECs contend for batch hot cuts in similar geographies and exceed volume thresholds as defined in Section B above. Upon mutual agreement, the priority assigned to all or part of the jointly developed CLEC migration plan may change. In this event, Qwest will coordinate with all parties to create an overall migration plan that considers everyone's priorities and expectations.

1. If CLEC and Qwest are unable to reach a consensus on the migration plan, any affected party shall have the right to appeal the migration plan to the State Commission, and to seek expedited relief.

2. Once the migration plan is completed, the migration date for CLEC's requests included in the BHC is established by CLEC through the use of the appointment scheduling tool. All requests submitted in the appointment scheduling tool will be processed on a first come, first served basis until the Central Office maximum volume of one hundred (100) Unbundled Loop migrations per day is reached or the two thousand five hundred (2,500) region-wide per day maximum BHC volume is reached. However, if CLEC is found to have submitted orders that materially alter the agreed upon migration plan, and such order submission precludes another CLEC from submitting orders set forth in its migration plan, CLEC's requests can be limited within the scheduling tool in order to allow space for other CLEC orders.

   a. Requests beyond the Central Office or the region-wide maximum volume will be scheduled for the next available Due Date.

   b. If CLEC is unable to reach the minimum volume of twenty-five (25) Unbundled Loop migrations required for a BHC per Central Office, CLEC may reschedule its BHC request to a Due Date when the minimum volume can be met (subject to the migration plans of other CLECs). If CLEC is unable to meet the minimum volume requirement, CLEC may select an alternate Due Date utilizing any of the other six (6) installation options for each individual request.

3. CLEC shall request BHC installation by designating a "B" on its LSR in the CHC field.

4. The Provisioning interval for the BHC is seven (7) business days.

   a. CLEC agrees to have dial tone present on its CFA by 12:00 a.m. (midnight) local time on the first business day following order submittal.

   b. Qwest will complete pre-wire of the lines included in the batch (other than IDLC batches) on either the second or third business day of the Provisioning interval unless Qwest finds no dial tone or if the dial tone is defective (e.g., reversal or wired to the wrong CLEC office equipment) on the pre-wire date. During this time frame if a jeopardy exists, Qwest will notify CLEC of the jeopardy via the BHC Status Tool. During this time frame if a jeopardy exists, CLEC will commit to correct the no dial tone condition and have dial tone available to Qwest by 3:00 a.m. local time on the order Due Date. If CFA changes are required, CLEC will submit a

supplement to the LSR by 12:00 p.m. (noon) local time on the fourth business day of the standard interval. If CLEC dial tone is not available or is defective on the Due Date, Qwest will place CLEC's order in jeopardy status and require CLEC to supplement the LSR to establish a new Due Date using either a new batch or using a different installation option.

1. If the jeopardy causes the number of lines in the batch to drop below twenty (20) lines, Qwest reserves the right to reject the entire batch and to place all lines associated with the BHC order into jeopardy status.

2. All related lines to the order placed into jeopardy (e.g. related lines in a business or in a hunt group) shall also be placed into jeopardy status.

c. On both the pre-wire date (as noted above) as well as the lift and lay date (the Due Date), Qwest will test for CLEC dial tone and ANI the line to ensure that CLEC's dial tone is working properly. On the Due Date, if the correct telephone number is working on CLEC's facilities, Qwest will monitor the line and perform the lift and lay. The lift and lay removes CLEC's End User Customer line from the Qwest End Office Switch and migrates the End User Customer's line to CLEC's Switch. Once CLEC has received notification via the BHC status tool, that a line has been migrated, CLEC will have two (2) hours to request that the Unbundled Loop be restored back to its original state. The restoration shall begin immediately upon request by CLEC. No response from CLEC indicates acceptance of the order completion, and Qwest will proceed to disconnect the original service. If CLEC requests removal from the batch, CLEC must issue a new or supplemental LSR to reinitiate the provisioning process for the line(s) in question.

d. Qwest will provision the lines in the batch in the order that makes the most economic sense for Qwest. CLEC will not be able to dictate the order in which the lines will be provisioned, except that multiple lines for a single customer in a single location (including hunt groups) ordered on the same LSR will be provisioned together.

E. The Batch Status Tool will provide CLEC with the current status of its BHC requests for any given central office on an individual line-by-line basis. The Batch Status Tool will return a display that will list status changes on BHC orders occurring for that day. The display will provide the affected telephone numbers, order numbers, related order numbers, CFA, and PON number associated with the BHC requested. Subsequent changes to the status of any order will be noted in the Batch Status Tool. The Batch Status Tool will provide, on the day of the cut, the start time and the completion time on a line-by-line basis. If CLEC is interested in capturing the exact moment the conversion work is completed, CLEC's current switch should have the capability to capture ("trap") the conversion and issue and request to have the subscription submitted for number porting.

1. Currently, Qwest's BHC Status Tool and amendments to Appointment

Scheduler to account for the BHC process are scheduled for deployment on October 18, 2004. Such tools will not be available before that date. The BHC process will not be available as a provisioning option until these tools are deployed.

2. If there is a delay in deployment of these tools, CLEC will be notified using the existing Change Management processes.

3. Once deployed, CLEC must use the Batch Status Tool and Appointment Scheduler to utilize the BHC process.

4. The Batch Hot Cut process defined here will not be in effect until the Batch Status Tool and Appointment Scheduler are developed, tested, and deployed.

5. The IDLC modified batch process will be excluded from the batch scheduling tool until the time when systems modifications and enhancements, in a future IMA release, are in place. However, IDLC conversions will be handled on an exception basis using the manual methods until the time when these modifications and enhancements are in place.

All States

						USOC	Recurring	Non-Recurring	REC Note	NRC Note
		Batch Hot Cut								
			Per Loop Rate			1CRWT		$32.00		1
			IDLC Conversion Work - in addition to the Per Loop Rate abov			NRFDL		$55.00		1
			Charge for Unauthorized Loops Batched in Error			N/A		$43.00		

Notes:

1) Negotiated Rates