

**Rate Update Amendment  
to the Interconnection Agreement  
between  
Qwest Corporation and  
Windstream of the Midwest, Inc.  
(f/k/a ALLTEL Communications of the Midwest, Inc.)  
for the State of Nebraska**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Qwest Corporation (“Qwest”), a Colorado corporation, and Windstream of the Midwest, Inc. (f/k/a ALLTEL 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 services in the state of Nebraska which was approved by the Nebraska Public Service Commission (“Commission”) on June 11, 1997, as referenced in Application No. C-1530; 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**

Appendix A, of the Agreement, is hereby amended by adding new rate elements for “Access to Poles, Ducts, Conduits and Rights of Way” as set forth in Exhibit A attached to this Amendment and incorporated herein.

**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. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. 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, but all of which shall constitute one and the same instrument.

**Windstream of the Midwest, Inc.**

**Qwest Corporation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed/Typed

L.T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Title

Director – Interconnection Agreements  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Windstream of the Midwest  
Exhibit A  
Nebraska

										Notes					
										Recurring	Recurring Per Mile	Non-Recurring	REC	REC PER MILE	NRC
<b>10.7 Access to Poles, Ducts, Conduits and Rights of Way (ROW)</b>															
	10.7.1	Pole Inquiry Fee, per Mile													
	10.7.2	Innerduct Inquiry Fee, per Mile									\$304.67				A
	10.7.3	ROW Inquiry Fee									\$366.22				A
	10.7.4	ROW Document Preparation Fee									\$135.35				A
	10.7.5	Field Verification Fee, per Pole									\$135.35				A
	10.7.6	Field Verification Fee, per Manhole									\$33.84				A
	10.7.7	Planner Verification, per Manhole									\$439.88				A
	10.7.8	Manhole Verification Inspector, per Manhole									\$15.09				A
	10.7.9	Manhole Make-Ready Inspector, per Manhole									\$270.70				A
	10.7.10	Transfer of Responsibility									\$406.04				A
	10.7.11	Pole Attachment Fee, per Foot, per Year									\$126.93				1
	10.7.11.1	Urban								\$1.58			4		
	10.7.11.2	Non-Urban								\$2.39			4		
	10.7.12	Innerduct Occupancy Fee, per Foot, per Year								\$0.2170			4		
	10.7.12.1	Microduct Occupancy Fee, per Microduct, per Foot, per Year								\$0.3888			1		
	10.7.13	Access Agreement Consideration									\$10.00				2
	10.7.14	Make Ready									ICB				3
<b>NOTES:</b>															
	*	Unless otherwise indicated, all rates are pursuant Nebraska Public Service Commission Dockets listed below:													
	A	Cost Docket C-2516 / PI-49 Effective 6/7/02													
	1	Rates not addressed in Cost Docket (estimated TELRIC)													
	2	Market Based Rates													
	3	Individual Case Basis- ICB													
	4	Rates based on FCC guidelines.													