



September 6, 2007

Charter Communications, Inc. (c/o "Charter Fiberlink")  
Carrie L. Cox, Esq.,  
V.P., Legal and Regulatory Affairs – Telephony  
12405 Powerscourt Drive  
St. Louis, Missouri 63131

Dear Ms. Cox:

We have received your request that, under Section 252(i) of the Telecommunications Act of 1996, Charter Fiberlink - Nebraska, LLC ("Charter Fiberlink", and/or "CLEC") wishes to adopt in its entirety, the terms of the Interconnection Agreement and any associated amendments, if applicable, (the "Underlying Agreement") between YMAX Communications Corp. and Qwest Corporation fka U S WEST Communications, Inc. ("Qwest") that was approved by the Commission on August 8, 2006. CLEC is a limited liability company in the State of Delaware. We understand you have a complete copy of the Underlying Agreement.

By their respective signatures below, Qwest and CLEC ("the Parties") intend that this letter serve as their agreement ("Letter Agreement") for CLEC to adopt the Underlying Agreement under the following terms and conditions:

1. This Letter Agreement shall become effective upon approval by the Commission. If for some reason the Commission rejects all or part of the Letter Agreement either party may at its option declare the remainder of the Agreement void and be excused from any performance thereunder.
2. Notwithstanding the mutual commitments set forth herein, Qwest is entering into this Letter Agreement without prejudice to any positions it has taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters, including those relating to the types of arrangements contained in the Underlying Agreement. During the proceeding in which the Commission is to review and approve the Letter Agreement, Qwest may point out that it has objected, and continues to object, to the inclusion of the terms and conditions to which it objected in the proceedings involving the approval of the Underlying Agreement.
3. CLEC adopts the terms and conditions of the Underlying Agreement for interconnection with Qwest and in applying the terms and conditions, agrees that CLEC be substituted in place of YMAX Communications Corp. throughout the Underlying Agreement wherever the latter appears.
4. Qwest requests that notice to Qwest Corporation as may be required under the Underlying Agreement shall be provided as follows:

**Qwest Corporation**  
Director Interconnection Agreements  
1801 California Street, Room 2410  
Denver, CO 80202  
303-965-3029  
Email – IntAgree@qwest.com

**With copy to:**  
Qwest Corporation Law Department  
Attention: General Counsel, Interconnection  
1801 California Street, 10th Floor  
Denver, CO 80202

CLEC requests that notice to CLEC as may be required under the Underlying Agreement shall be provided as follows:

**Charter Fiberlink**

Charter Fiberlink - Nebraska, LLC  
Legal Department – Telephone  
12405 Powerscourt Drive  
St. Louis, MO 63131  
(314) 965-6640 (Fax)

**With copy to:**

K.C. Halm  
Davis Wright Tremaine LLP  
1919 Pennsylvania Ave., NW, Suite 200  
Washington, D.C. 20006  
Telephone: 202-973-4200  
Facsimile: 202-973-4499  
kchalm@dwt.com

5. CLEC represents and warrants that it is a certified provider of local telecommunication service in the State of Nebraska and that this Agreement will cover services in that state only.

6. Please sign all three original copies of this letter, and overnight them within thirty (30) days to:  
Qwest Corporation  
Manager of Interconnection  
1801 California St, Suite 2420  
Denver, CO 80202  
Phone: 303-965-3029

After thirty (30) days Qwest may rescind its willingness to consider the Agreement's terms and conditions.

7. Please note that Qwest will file this Letter Agreement with the appropriate state commission for approval; however, some state commissions will not approve the Letter Agreement until the CLEC is certified by the state commission. You may want to contact the appropriate state commission to determine the requisite filing guidelines.

Sincerely,

Date

\_\_\_\_\_  
Qwest Corporation  
L.T. Christensen  
Director – Interconnection Agreements  
1801 California Street, Suite 24th Floor  
Denver, Colorado 80202

\_\_\_\_\_

I agree to all terms and conditions contained in this letter as indicated by my signature below:

**Charter Fiberlink -Nebraska, LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date