Collocation Miscellaneous Labor Charges Amendment
to the Interconnection Agreement between
Qwest Corporation
and
TCG Omaha
for the State of Nebraska

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and TCG Omaha ("CLEC"). Qwest and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Nebraska, that was approved by the Commission ("Agreement"); and

WHEREAS, the Parties agree to amend the 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

The Agreement is hereby amended by adding Collocation Miscellaneous Labor Charges language and rates, as set forth in Attachment 1 and Exhibit A, attached hereto 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, 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.

TCG Omaha	**Qwest Corporation**
Bill C. Peacock	
Signature	Signature
BS Bill C. Peacock	L. T. Christensen
Name Printed/Typed	Name Printed/Typed
Director - Interconnection Agreements	Director – Wholesale Contracts
Title	Title
2/24/10	3/4/10
Date	Date

ATTACHMENT 1
Miscellaneous Labor Charges – All Collocation

The following language will be added to the Agreement.

8.3.1 Rate Elements - All Collocation

Rate elements for Collocation are included in Exhibit A.

8.3.1.18 Intentionally Left Blank.

8.3.1.19 Intentionally Left Blank.

8.3.1.20 Intentionally Left Blank.

8.3.1.21 Intentionally Left Blank.

8.3.1.22 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of CLEC collocated equipment. CLEC is responsible for ordering maintenance spares. Qwest will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from CLEC. A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.

8.3.1.23 Engineering Labor. Provides the planning and engineering of CLEC collocated equipment at the time of installation, change or removal.

8.3.1.24 Installation Labor. Provides for the installation, change or removal of CLEC collocated equipment.

Amendment								Recurring	Recurring Per Mile	Non-Recurring	Notes REC	REC per Mile	NRC
8.0	Collocation												
		8.1.21	Miscellaneous Services										
			8.1.21.1	Maintenance Labor, per Half Hour (see rates in 8.2.2)									
				8.1.21.1.1	Regular Hours Rate					$26.50			15
				8.1.21.1.2	After Hours Rate					$35.46			15
			8.1.21.2	Engineering Labor, per Half Hour (see rates in 8.2.5)									
				8.1.21.2.1	Regular Hours Rate					$28.59			15
				8.1.21.2.2	After Hours Rate					$36.91			15
			8.1.21.3	Installation Labor / Inspection Labor, per Half Hour (see rates in 8.2.6)									
				8.1.21.3.1	Regular Hours Rate					$30.22			15
				8.1.21.3.2	After Hours Rate					$38.91			15
NOTES:													
	15	Rate was prevoulsy ordered for this element in a different section of Exhibit A.											