AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

Windstream Nebraska, Inc.

and

Nebraska Technology & Telecommunications, Inc.

This Amendment No.1 (this "Amendment") is made this 5th day of May 2010 (the "Amendment Effective Date"), by and between Windstream Nebraska, Inc. ("Windstream"), with its principal place of business at 4001 Rodney Parham Rd., Little Rock, Arkansas 72212 and Nebraska Technology & Telecommunications, Inc. ("NT&T") with its principal place of business at 2308 S. 156th Cir., Omaha, NE 68130 (Windstream and NT&T may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties").

This Amendment covers services in the State of Nebraska.

WITNESSETH:

WHEREAS, Windstream and NT&T are Parties to an Interconnection Agreement entered into pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 that was approved by the Nebraska Public Service Commission on November 20, 2007 in Docket No. C-3847 (the "Agreement"); and

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment to the Agreement. The Parties will amend the Agreement to replace the existing General Terms and Conditions Sections 4.1 through 4.4, with the following provisions:

   4.1 The Parties agree to the provisions of this Agreement for an initial term of one (1) year from the Amendment Effective Date, and thereafter on a month to month basis, unless terminated or modified pursuant to the terms and conditions of this Agreement.

   4.2 Either Party may request for this Agreement to be renegotiated upon the expiration of the initial one (1) year term or upon any termination of this Agreement. The Party desiring renegotiation shall provide written notice to the other Party. Not later than thirty (30) days from receipt of said notice, the receiving Party will acknowledge receipt of the written notice and the Parties will commence negotiation, which shall be conducted in good faith, except in cases in which this Agreement has been terminated for Default

pursuant to Section 4.6 or has been terminated for any reason not prohibited by law pursuant to Section 4.5.

4.3 Intentionally Left Blank

4.4 Intentionally Left Blank

2. Miscellaneous Provisions.

2.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

2.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

2.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

2.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

WINDSTREAM NEBRASKA, INC.

By: _____

Printed: Michael D. Rhoda

Title: Senior Vice President – Government Affairs

Nebraska Technology & Telecommunications, Inc.

By: _____

Printed: Michael G. Orcutt

Title: Chief Executive Officer