

**Amendment No. 5 to the Interconnection Agreement
Between
McLeodUSA Telecommunications Services, Inc.
and
U S WEST Communications, Inc.
for the state of Nebraska**

This Amendment No. 5 ("Amendment") is made and entered into by and between McLeodUSA Telecommunications Services, Inc. ("McLeodUSA") and U S WEST Communications, Inc. ("USWC").

RECITALS

WHEREAS, McLeodUSA and USWC entered into that certain Interconnection Agreement for service in the state of Nebraska which was approved by the Nebraska Public Service Commission on April 14, 1999 (the "Agreement"); and

WHEREAS, McLeodUSA and USWC desire to amend the Agreement by adding the terms, conditions and rates 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:

1. Amendment Terms.

This Amendment is made in order to add terms, conditions and rates for Line Sharing as set forth in Attachment 1 attached hereto and incorporated herein.

2. Effective Date.

This Amendment shall be deemed effective upon the appropriate state Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, McLeodUSA must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by USWC. McLeodUSA will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

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.

McLeodUSA Telecommunications Services, Inc.

U S WEST Communications, Inc.

Authorized Signature

Authorized Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date

Attachment 1 Line Sharing

1. Line Sharing

1.1 Description

Line Sharing provides McLeodUSA with the opportunity to offer advanced data services simultaneously with an existing end user's analog voice-grade (POTS) service provided by USWC on a single copper loop referred to herein as the "Shared Loop" or "Line Sharing", by using the frequency range above the voice band on the copper loop. This frequency range will be referred to herein as the High Frequency Spectrum Network Element ("HUNE"). A POTS splitter separates the voice and data traffic and allows the copper loop to be used for simultaneous data transmission and POTS service. The POTS service must be provided to the end user by USWC.

1.2 Terms and Conditions

1.2.1 General

- 1.2.1.1 To order the HUNE, McLeodUSA must have a POTS splitter installed in the USWC Wire Center that serves the end user as provided for in this Section, and the end user must have dial tone originating from a USWC switch in that Wire Center. McLeodUSA must provide the end user with, and is responsible for, the installation of a splitter, filter(s) and/or other equipment necessary for the end user to receive separate voice and data service across a single copper loop.
- 1.2.1.2 The POTS splitter must meet the requirements for central office equipment collocation set by the FCC or to be compliant with ANSI T1.413.
- 1.2.1.3 McLeodUSA may use the HUNE to provide any xDSL services that are compatible with USWC's POTS service. Such services that currently are presumed to meet this standard are ADSL, RADSL, G.lite and Multiple Virtual Line transmission systems. In the future, additional services may be used by McLeodUSA to the extent those services are deemed acceptable for Line Sharing deployment under applicable FCC rules.
- 1.2.1.4 Neither McLeodUSA nor USWC may utilize the HUNE on a given copper loop if another telecommunications carrier, is already using the high frequency spectrum to provide data services, unless the end user of that loop or USWC or McLeodUSA, with Proof of Authorization from the end user, disconnects the original telecommunications carrier's high-frequency service.

- 1.2.1.5 McLeodUSA will be able to request conditioning of Shared Loops. USWC will perform requested conditioning of Shared Loops to remove load coils and excess bridged taps. If McLeodUSA requests conditioning and such conditioning significantly degrades the voice services on a loop to the point that it is unacceptable to the end user, McLeodUSA shall pay the conditioning rate set forth in Exhibit A for the loops to be restored to their original state.
 - 1.2.1.6 USWC will provide McLeodUSA with access to the HUNE through POTS splitters installed in USWC Wire Centers. POTS splitters may be installed in USWC Wire Centers in either of the following ways at the discretion of McLeodUSA: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in this Section. Under either option, POTS splitters will be appropriately hard-wired or pre-wired so that USWC is not required to inventory more than two points of termination.
 - 1.2.1.7 McLeodUSA will provide USWC with non-binding, good faith, rolling quarterly forecasts for Shared Loop volumes on a Wire Center-by-Wire Center basis. McLeodUSA will also provide an eighteen (18) month, non-binding, good faith, quarterly forecast to USWC in thirty (30) calendar days after the signing of this Agreement.
- 1.2.2 McLeodUSA Collocation Area Splitter
- 1.2.2.1 If McLeodUSA elects to have POTS splitters installed in USWC Wire Centers via the standard Collocation arrangements set forth in the Collocation Section, McLeodUSA will be responsible for purchasing the POTS splitters. McLeodUSA also will be responsible for installing and maintaining POTS splitters in its Collocation areas within USWC Wire Centers.
 - 1.2.2.2 McLeodUSA may designate some or all of its existing DSO TIE Cable terminations for use in connection with Line Sharing. USWC will perform any necessary DSO TIE Cable termination reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing. Charges will apply pursuant to this Section of the Agreement.
 - 1.2.2.3 McLeodUSA may choose to have USWC provide the cabling used for DSO TIE Cables for Line Sharing subject to a charge that will cover the cost of cabling, plus any additional pass through vendor invoice costs such as applicable state taxes, shipping and handling incurred by USWC. In the alternative, McLeodUSA may provide all such cabling to USWC. USWC will not be responsible for any inability to obtain cabling from vendors because of equipment shortages or equipment delays.

1.2.2.4 Two ITPs and two pre-wired DSO TIE Cable terminations will be needed to connect POTS splitters to the USWC network. One ITP will carry both voice and data traffic from the COSMIC/MDF loop termination, to an appropriate intermediate distribution frame. From this frame, one DSO TIE Cable termination will carry both voice and data traffic to the POTS splitter located in McLeodUSA's Collocation area. The voice and data traffic will be separated at the POTS splitter. The data traffic will be routed to McLeodUSA's network within its Collocation area. The voice traffic will be routed to the COSMIC/MDF switch termination, via the intermediate distribution frame, using a second DSO TIE Cable termination and a second ITP.

1.2.2.5 The demarcation points between USWC's network and McLeodUSA's network will be the place where the combined voice and data loop is cross-connected to the intermediate distribution frame.

1.2.3 Common Area Splitter Collocation

1.2.3.1 If McLeodUSA elects to have POTS splitters installed in USWC Wire Centers via Common Area Splitter Collocation, the POTS splitters will be installed in those Wire Centers in one of the following locations: (a) in a relay rack as close to McLeodUSA's DSO termination points as possible; (b) on an intermediate distribution frame to the extent such a frame is available; or (c) where options (a) and (b) are not available, or in Wire Centers with network access line counts of less than 10,000 on the Cosmic/MDF or in some other appropriate location such as an existing USWC relay rack or bay. McLeodUSA either may purchase POTS splitters or have USWC purchase POTS splitters on its behalf subject to full reimbursement. USWC will be responsible for the installation and maintenance of the POTS splitters, but McLeodUSA will lease the POTS splitters to USWC at no cost. USWC may co-mingle the POTS splitters shelves of different CLECs in a single relay rack or bay. USWC will not be responsible for shortages of POTS splitters, or USWC's inability to obtain POTS splitters from vendors, if acting as purchasing agent on behalf of McLeodUSA.

1.2.3.2 Two ITPs, three pre-wired TIE Cables and one pre-wired DSO TIE Cable termination will be needed to connect the POTS splitters to the USWC network. One ITP will carry both voice and data traffic from the COSMIC/MDF loop termination, to an appropriate intermediate distribution frame. From this frame, one TIE Cable will carry both voice and data traffic to the POTS splitter. The voice and data traffic will be separated at the POTS splitter, and the separated voice and data traffic will be routed to the intermediate distribution frame via separate TIE Cables (i.e., the second and third TIE Cables). At the intermediate distribution frame, the data traffic will be routed to McLeodUSA's Collocation

area via a fourth DSO TIE Cable termination, and the voice traffic will be routed to the COSMIC/MDF switch termination, via a second ITP. In the alternative, McLeodUSA may request that USWC directly cable the data port of the POTS splitter to McLeodUSA's Collocation area under these same terms.

1.2.3.3 The demarcation point between USWC's network and McLeodUSA's network will be at the place where the data loop leaves the POTS splitter on its way to McLeodUSA's Collocated equipment.

1.3 Line Sharing Deployment

1.3.1 New applications for installation of POTS splitters will be processed in the manner outlined in the Collocation section for Cageless or Common Collocation.

1.3.2 McLeodUSA may submit applications for additional DSO TIE Cable terminations and/or reclassifications to support Line Sharing. USWC will process any such applications for augmentation and/or reclassification of DSO TIE Cable terminations under intervals as outlined below in this Section.

1.3.3 Augmentation intervals will be thirty (30) days, subject to the following terms and conditions identified below:

1.3.3.1 McLeodUSA will provide a quarterly forecast to USWC in advance of placing applications. Upon receipt of the initial forecast, the interval for augments forecasted in the first month will be sixty (60) days. The interval for each subsequent month will be thirty (30) days.

1.3.3.2 The forecast must include, at a minimum, the following:

- (a) The Month in which each application will be sent;
- (b) The Wire Center by common name for each application;
- (c) Type of terminations required for each level of connection;
and
- (d) Whether the termination types are the same as existing or, if different, what numbering is requested on the block.

1.3.3.3 The interval for reclassification will be fifteen (15) days, subject to the following terms and conditions. If requested reclassification engineering results in additional requirements for DSO TIE Cable termination or TIE Cable support, the interval will default to thirty (30) days.

1.3.3.4 If an application for augmentation and/or reclassification is not included in the above forecast, the application will default to the augmentation interval found in the Collocation section.

1.3.3.5 In the event McLeodUSA, or USWC acting as purchasing agent for McLeodUSA, is unable to procure any equipment needed to complete all work required by applications submitted to USWC by McLeodUSA, including but not limited to, POTS splitters or cabling, USWC will install the subject equipment when it becomes available. If USWC is acting as purchasing agent for McLeodUSA and is unable to procure equipment to complete all work in a timely manner, McLeodUSA may provide USWC with the subject equipment. McLeodUSA will be notified by USWC of the required material on-site date for the affected Wire Center(s) and McLeodUSA will have two (2) business days to determine if it will be able to provide the subject equipment in advance of the material on-site date. If McLeodUSA does not notify USWC in writing of its intent to provide the subject equipment within this two (2) business day period, or if the subject equipment in a timely manner. USWC will install the subject equipment when available.

1.4 Rate Elements

1.4.1 Recurring Rates for Shared Loop

1.4.1.1 Shared Loop Charge - A monthly recurring charge for the use of the Shared Loop will apply.

1.4.1.2 OSS Charge - A monthly recurring charge to recover upgrades to USWC Operational Support Systems required to accommodate Line Sharing will apply.

1.4.2 Non-Recurring Rates for the Shared Loop

1.4.2.1 Basic Installation Charge for Shared Loop – A non-recurring charge for each Shared Loop installed will apply.

1.4.2.2 If McLeodUSA requests conditioning of a Shared Loop, a non-recurring conditioning charge specified in Exhibit A will apply for removal of load coils and excess bridged taps. If the conditioning significantly degrades the voice services on the loop to the point it is unacceptable to the end user, McLeodUSA shall pay the conditioning charge in Exhibit A to recondition the loop.

1.4.3 Non-Recurring Rates for Tie Cable Reclassification

1.4.3.1 Reclassification Charge – A non-recurring charge will apply, based on time and materials for reclassification of existing TIE cable capacity, by among other things, reclassification of existing TIE cables for Line Sharing, frame restenciling, and any other work performed between McLeodUSA's collocation and the intermediate distribution frame required to provision Line Sharing.

1.4.4 Non-Recurring Rates for Maintenance and Repair

1.4.4.1 Trouble Isolation Charge – A non-recurring charge for Trouble isolation will be applied as set forth in Exhibit A.

1.4.4.2 Additional Testing – McLeodUSA may request USWC to perform additional testing, and USWC may decide to perform the requested testing on a case-by-case basis. A non-recurring charge will apply.

1.4.5 Rates for Common Area Splitter Collocation

1.4.5.1 Splitter Shelf Charge – This charge recovers installation and ongoing maintenance associated with splitter installation, bay installation, lighting costs, aerial support structures and grounding charge for splitters either in a bay, on the IDF, or on the MDF/COSMIC. These are both recurring and non-recurring charges.

1.4.5.2 POTS Splitter Charge – A non-recurring charge will apply for the cost of each POTS splitter purchased by USWC on behalf of McLeodUSA. This charge will cover the cost of the POTS splitter, plus any associated costs incurred by USWC to order the POTS splitter.

1.4.6 POTS Splitter TIE Cable Connections Charge – A non-recurring charge will apply for the cost of each TIE Cable connected to the POTS splitters. This charge will cover both the TIE cables and associated blocks per 100 pair between the POTS splitter and the intermediate distribution frame or splitter bay.

1.4.7 The rates for each of the aforementioned Line Sharing rate elements are set forth in Exhibit A. All of these rates are interim and will be subject to true up based on either mutually agreed to permanent rates or permanent rates established in a Line Sharing cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates set forth in Exhibit A will be changed to reflect the interim rates set by the Commission; however, no true up will be performed until mutually agreed to permanent rates are established or permanent rates are set established by the Commission.

1.5 Ordering Process

1.5.1 Shared Loop

1.5.1.1 As a part of the pre-order process, McLeodUSA can access loop characteristic information through the Loop Information Tool described in the Support Functions Section. McLeodUSA will determine, in its sole discretion and at its risk, whether to order the HUNE across any specific copper loop. USWC and

McLeodUSA will work together to modify the Loop Information Tool to better support Line Sharing.

- 1.5.1.2 The appropriate Splitter Meet Points dedicated to the POTS splitters will be provided on the Line Sharing Actual Point of Termination (APOT) from one day prior to the ready for service date or at an interval ordered by the Commission or further agreed to by USWC and McLeodUSA in writing. McLeodUSA will provide on the LSR, the appropriate frame terminations which are dedicated to POTS splitters. USWC will administer all cross connects/jumpers on the COSMIC/MDF and ICDF.
 - 1.5.1.3 Basic Installation “lift and lay” procedure will be used for all Shared Loop orders. Under this approach, a USWC technician “lifts” the Loop from its current termination in a USWC Wire Center and “lays” it on a new termination connecting to McLeodUSA’s Collocated equipment in the same Wire Center.
 - 1.5.1.4 USWC will provision the Shared Loop within the standard unbundled loop provisioning interval at least 90% of the time as set forth in the Interval Guide for Resale and Interconnection Services.
 - 1.5.1.5 McLeodUSA shall not place orders for Shared Loops until all work necessary to provision Line Sharing in a given USWC Wire Center, including, but not limited to, POTS splitter installation and TIE Cable reclassification or augmentation has been completed.
- 1.5.2 Common Area Splitter Collocation
- 1.5.2.1 This section only applies to situations where McLeodUSA orders placement of the splitter in a common area.
 - 1.5.2.2 New POTS splitter shelves may be ordered via a single Collocation application form and quote preparation fee.
 - 1.5.2.3 New POTS splitter shelves may be ordered with an existing Collocation. McLeodUSA must submit a new Collocation application form and the applicable fee to USWC.
- 1.5.3 TIE Cable Reclassification
- 1.5.3.1 To the extent McLeodUSA has existing DSO TIE Cable terminations extending from an intermediate distribution frame to its Collocation space, McLeodUSA may request that these existing DSO TIE Cable terminations be reclassified for use with Line Sharing. McLeodUSA shall request such reclassification through the same process used to order new terminations.

1.6 Repair and Maintenance

- 1.6.1 USWC will allow McLeodUSA to access Shared Loops at the point where the combined voice and data loop is cross-connected to the POTS splitter.
- 1.6.2 USWC will be responsible for repairing voice services provided over Shared Loops and the physical line between network interface devices at end user premises and the point of demarcation in USWC Wire Centers. USWC will also be responsible for inside wiring at end user premises in accordance with the terms and conditions of inside wire maintenance agreements, if any, between USWC and its end users. McLeodUSA will be responsible for repairing data services provided on Shared Loops. USWC and McLeodUSA each will be responsible for maintaining its equipment. The entity that controls the POTS splitters will be responsible for their maintenance.
- 1.6.3 USWC and McLeodUSA will continue to develop repair and maintenance procedures for Line Sharing and agree to document final agreed to procedures in a methods and procedures document that will be made available on USWC's website: <http://www.uswest.com/carrier/guides/interconnect/>. In the interim, USWC and McLeodUSA agree that the following general principles will guide the repair and maintenance process for Line Sharing.
 - 1.6.3.1 If an end user complains of a voice service problem that may be related to the use of a Shared Loop for data services, USWC and McLeodUSA will work together with the end user to solve the problem to the satisfaction of the end user. USWC will not disconnect the data service provided to an end user over a Shared Loop without the written permission of McLeodUSA unless the end user's voice service is so degraded that the end user cannot originate or receive voice grade calls and/or the end user authorizes USWC to disconnect the data service. USWC will notify McLeodUSA whenever this occurs upon voice trouble ticket closure.
 - 1.6.3.2 USWC and McLeodUSA are responsible for their respective end user base. USWC and McLeodUSA will have the responsibility for resolution of any service trouble report(s) initiated by their respective end users.
 - 1.6.3.3 USWC will test for electrical faults (e.g. opens, and/or foreign voltage) on Shared Loops in response to trouble tickets initiated by McLeodUSA. When trouble tickets are initiated by McLeodUSA, and such trouble is not an electrical fault (e.g. opens, shorts, and/or foreign voltage) in USWC's network, USWC will assess McLeodUSA the TIC Charge.
 - 1.6.3.4 When trouble reported by McLeodUSA is not isolated or identified by tests for electrical faults (e.g. opens, shorts, and/or foreign

voltage), USWC may perform additional testing at the request of McLeodUSA on a case-by-case basis. McLeodUSA may request that USWC perform additional testing and USWC may decide not to perform requested testing where it believes, in good faith, that additional testing is unnecessary because the test requested has already been performed or otherwise duplicates the results of a previously performed test. In this case, USWC will provide McLeodUSA with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble (e.g. opens, shorts, and/or foreign voltage) in the portion of the network for which USWC is responsible, McLeodUSA will not be charged by USWC for the testing. If this additional testing uncovers a problem in the portion of the network for which McLeodUSA is responsible, USWC will assess the appropriate miscellaneous charge.

- 1.6.4 When POTS splitters are installed in USWC Wire Centers via Common Area Splitter Collocation, McLeodUSA will order and install additional splitter cards as necessary to increase the capacity of the POTS splitters. McLeodUSA will leave one unused, spare splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.
- 1.6.5 When POTS splitters are installed in USWC Wire Centers via standard Collocation arrangements, McLeodUSA may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Shared Loops. This equipment must meet the requirements for Central Office equipment set by the FCC.
- 1.6.6 USWC and McLeodUSA will work together to address end user initiated repair requests and to prevent adverse impacts to the end user.

1.7 Other

- 1.7.1 USWC and McLeodUSA agree to work together to address and, where necessary and possible, find solutions for the following Line Sharing implementation issues: (i) the development of an effective phased process for handling McLeodUSA orders for the HUNE; which reflect different end user action scenarios including but not limited to; end user changes or disconnects data service provider and/or end user orders new voice and data service simultaneously; (ii) USWC's ability to handle the existing and forecasted volume of CLEC orders for the HUNE; (iii) USWC's ability to make loop assignments for the existing and forecasted volume of CLEC orders for the HUNE; (iv) the ability of USWC and McLeodUSA to coordinate repairs; (v) the experience and education of the Shared Loop end user; (vi) McLeodUSA's forecasts of HUNE orders; and (vii) the process for conditioning Shared Loops by removing load coils and excess bridged taps; and the ability of McLeodUSA to order a HUNE to serve end users over fiber-fed loops, including loops comprised of digital loop carrier facilities.

EXHIBIT A
NEBRASKA RATES*

Line Sharing		Recurring	Nonrecurring
Shared Loop, per Loop		\$13.89 ²	\$73.76 ²
OSS, per Order			\$3.13 ²
Basic Installation			ICB
Conditioning Charge			\$538.51
Tie Cable Reclassification			ICB
Engineering – Collocation Augment			ICB
Splitter Shelf Charge		\$4.85	\$2893.50
POTS Splitter			ICB
Splitter TIE Cable Connections			\$1303.65
Trouble Isolation Charge			Section 13, U S WEST'S Nebraska Exchange and Network Services Catalog
Additional Testing			ICB

NOTES:

* Unless otherwise indicated, rates shown are those proposed by U S WEST witness Al Bergman in Exhibit ALB-2 filed 11/98 in the NE Cost Docket C-1415. Rates are subject to true-up upon completion of the NE Cost Docket C-1415.

[2] Rates not proposed in Nebraska Cost Docket C-1415. (TELRIC based where required.)