

**Amendment for Collocation Cancellation and Decommission
To the Interconnection Agreement
between
McLeodUSA Telecommunications Services, Inc.
and
Qwest Corporation
Nebraska**

This Amendment ("Amendment") is to the Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. ("CLEC"), an Iowa corporation, and Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Nebraska, that was approved by the Nebraska Public Service Commission ("Commission") on April 14, 1999, as referenced in Docket/Order No. C-2023 ("Agreement"); and

WHEREAS, the Parties wish 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:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Collocation Cancellation and Collocation Decommission, as set forth in Attachments 1 and 2, and Exhibit A, attached hereto and incorporated herein.

Effective Date

This Amendment shall be deemed effective upon Commission approval; 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.

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.

Qwest Corporation

Authorized Signature

Authorized Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director – Business Policy

Title

Date

Date

ATTACHMENT 1**Collocation Cancellation**

If terms and conditions for Collocation Cancellation are included in the CLEC Interconnection Agreement, and those terms differ from those set forth in this document, the terms of the Interconnection Agreement will prevail.

1.0 Description

- 1.1 Cancellation is available for all Collocation sites under a particular Billing Authorization Number (BAN) for which the CLEC has NOT received notification of completion from Qwest. A Cancellation will only occur upon request by the canceling CLEC.
- 1.2 Cancellation is offered for Caged Physical, Cageless Physical, Virtual, and ICDF Collocation.
- 1.3 All other types of collocation to be cancelled will be handled on an Individual Case Basis (ICB) by contacting the appropriate Qwest Wholesale Collocation Project Manager.
- 1.4 A request for Cancellation is irrevocable once Qwest has accepted the application.

2.0 Terms and Conditions

- 2.1 The canceling CLEC, may only submit a Cancellation Application if a Collocation quote has been accepted and the initial payment has been paid. The collocation Cancellation may only be initiated if the Collocation job is in progress and not yet complete.
- 2.2 Qwest will stop work on a job in progress upon receipt and acceptance by Qwest of a valid Cancellation Application.
- 2.3 Based on when the Cancellation Application is received by Qwest, the completion status of the Collocation job and the determination of the amount paid to Qwest, the following will occur: Qwest will cancel the Collocation job in progress, conduct an inventory, and issue a final revised quote setting forth the amount due or the appropriate adjustments. The revised final quote will be issued within 30 calendar days of Qwest's acceptance of the Cancellation Application.
- 2.4 The Quote Preparation Fee (QPF) for the original Collocation Request must be paid, if the job is cancelled.
- 2.5 In the event Splitter Collocation with the BAN of the collocation site is to be canceled, such Splitter Collocation will be cancelled automatically pursuant to the submitted Cancellation Application.
- 2.6 In the event that CLEC has requested Direct CLEC-to-CLEC with the BAN of the collocation site to be cancelled, such Direct CLEC-to-CLEC will be cancelled automatically pursuant to the submitted Cancellation Application.

3.0 Rate Elements

3.1 Pursuant to the standard terms of the Facility Cancellation Agreement, Qwest will not charge for the cancellation service except as specifically provided herein.

4.0 Ordering

4.1 Cancellation requires submission of a "Cancellation, Decommission, Change of Responsibility Application Form".

4.1.1 The Application form is located on the Qwest web site at:
<http://www.qwest.com/wholesale/pcat/collocation.html>

4.1.2 The Application must be submitted to colo@qwest.com and rfsmet@qwest.com

4.1.3 Qwest will follow its standard Cancellation order validation procedures, providing acknowledgment of acceptance or rejection within one business day of receipt of a valid and complete Application.

ATTACHMENT 2

Collocation Decommission

If terms and conditions for Collocation Decommissioning are included in the CLEC Interconnection Agreement, and those terms differ from those set forth in this document, then the terms of the Interconnection Agreement will prevail.

1.0 Description

1.1 Decommissioning refers to the deactivation of a Collocation site occupied by CLEC and removal of CLEC equipment there from.

1.2 Decommissioning is offered for Caged Physical, Cageless Physical, Virtual, and ICDF Collocation.

1.3 All other types of collocation to be decommissioned will be handled on an Individual Case Basis (ICB) by contacting the appropriate Qwest Wholesale Project Manager (WPM).

1.4 A request for Decommissioning is irrevocable once Qwest accepts the application.

2.0 Terms and Conditions

2.1 A Collocation site will be considered eligible for decommissioning after the site is built-out and accepted by CLEC. See completion and account billing process in the Qwest Product Catalog (PCAT).

2.2 Qwest requests the vacating CLEC remove equipment prior to submitting a Decommissioning Request.

2.3 If CLEC does not remove equipment within thirty calendar days from Qwest's acceptance of the Decommissioning Application, Qwest will send a notification stating the equipment is considered abandoned.

2.3.1 Upon receiving notification of abandonment from Qwest, CLEC will have fifteen calendar days to notify Qwest that the equipment is not abandoned and remove equipment.

2.3.2 Qwest will review CLEC responses and assess if the equipment has been abandoned in Qwest's reasonable discretion. If CLEC does not remove the equipment in question and Qwest determines that the same has been abandoned, Qwest will send a final notification and bill for the labor charges associated with Qwest's removal of the abandoned equipment.

2.3.3 In the case of Virtual Collocation, Qwest will automatically remove all equipment within ninety calendar days.

2.3.3.1 Qwest will negotiate with CLEC for the pick up of the equipment.

2.3.3.2 For Virtual Collocation, there will be no cost for the removal of CLEC equipment.

2.4 Prior to submitting a Decommissioning Request, financial obligations with respect to the collocation site to be decommissioned must be current, with the exception of formally disputed charges.

2.4.1 CLEC financial obligations include payment of 100% of all non-recurring quoted charges and all applicable monthly recurring charges that are more than 30 days past due.

2.5 CLEC must disconnect all services from the Collocation site to be decommissioned prior to submitting the Decommissioning Request. Services to be disconnected by CLEC include, but are not limited to: Unbundled Network Elements, administrative lines, finished services, and line sharing services. Services will need to be disconnected via ASR/LSR. If CLEC does not disconnect services, all charges with respect to such site will continue to accrue and the Decommissioning Application will be rejected.

2.6 Prior to disconnecting the circuits associated with the Collocation site CLEC must notify, in writing, all current end users and service customers of the discontinuation of service.

2.7 CLEC must submit an e-mail notification attached to the Decommissioning Request representing to Qwest that all end users and service customers have been properly notified. Failure to include such representation will result in the rejection of the Decommissioning Request.

2.8 Terms in the Interconnection Agreement with Qwest must contain finalized terms and conditions associated with the decommissioning of a collocation site.

2.9 When submitting a Decommissioning Request for a Collocation site that also has a Direct CLEC-to-CLEC arrangement:

2.9.1 Qwest requires that the Direct CLEC-to-CLEC Connection be disconnected at the same time that Qwest performs the decommissioning.

2.9.2 The CLEC submitting the Decommissioning Request must:

2.9.2.1 Submit a Letter of Authorization signed by both the vacating CLEC and partnering CLEC that authorizes Qwest to disconnect the installed Direct CLEC-to-CLEC cabling.

2.9.2.2 If a copy of the required Letter of Authorization is not attached to the Decommissioning Request, the application will be rejected as incomplete.

2.10 CLEC will be eligible for reimbursement on the re-usable elements (cable terminations including DS0, DS1, DS3, fiber terminations, and splitter cabling) for up to one calendar year from the Decommission Application submit date. An inventory will be completed by Qwest and furnished within 90 calendar days of the Decommission Application acceptance identifying the re-useable elements and the potential credit.

2.11 CLEC is required to return the space to turnover condition. Turnover condition is defined as the same condition in which CLEC originally assumed the Collocation site.

2.12 CLEC is obligated to pay all recurring charges until the decommission is completed. The decommission is considered complete when:

2.12.1 The Collocation site has been powered down.

2.12.2 Collocation financial obligations for the site have been met.

2.12.2.1 100 percent of decommission charges have been paid.

2.12.2.2 100 percent of outstanding nonrecurring and recurring charges have been paid.

2.12.2.3 Letters of Authorization and notification(s) are submitted with the application, received via certified mail and accepted by Qwest.

3.0 Rate Elements

3.1 Under the standard terms of the Facility Decommissioning Agreement, Qwest will not charge for the decommissioning service provided herein, unless equipment has been abandoned or the Collocation space has not been returned to turnover condition.

Rates :

3.1.1 Miscellaneous labor hourly charges as defined in the attached Exhibit A will apply,

3.1.2 Additional dispatch charges, will apply for unmanned offices, as defined in the attached Exhibit A.

4.0 Ordering

4.1 The decommission process requires the submission of a "Cancellation, Decommission, Change of Responsibility Application Form".

4.1.1 The Application form is located on the Qwest web at:
<http://www.qwest.com/wholesale/pcat/collocation.html>

4.1.2 The Decommissioning Application should be submitted to: colo@qwest.com and rfsmet@qwest.com.

4.1.3 Qwest will notify CLEC within one business day if the prerequisites have been met. Qwest will validate the order within two business days from receipt of the application.

EXHIBIT A**Nebraska**

* Per 1/2 hour or fraction thereof		Recurring		Non Recurring	
	* Additional Labor Other – Basic			\$27.58	1
	* Additional Labor Other – Overtime			\$36.83	1
	* Additional Labor Other – Premium			\$46.10	1
	Additional Dispatch			\$84.07	1

[1] Rates proposed in cost studies filed on June 7, 2001 and July 17, 2001 in Cost Docket C-2516, and supported by Fleming testimony