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IOWA UTILITIES BOARD

EXHIBIT
5

DATE:	July 29, 2002
COMPANY NAME:	Qwest Corporation
SUBJECT MATTER:	Amended Agreement for Interconnection
PERSON TO CONTACT:	Ione E. Wilkens 925 High Street, 9 S 9 Des Moines, Iowa 50309 515 286-7336 515-286-6128 - Facsimile
INITIAL FILING:	No
DOCKET NO:	NIA-00-32 (FCU-02-2)

CONFIDENTIAL BILLING SETTLEMENT AGREEMENT

THIS CONFIDENTIAL BILLING SETTLEMENT AGREEMENT ("Confidential Billing Settlement Agreement"), by and between U S WEST Communications, Inc. ("U S WEST"), and Arch Communications Group, including MobileMedia Communications, Inc. and Mobile Communications Corporation of America (collectively "MobileMedia") and Arch Paging, Inc. and Arch's other subsidiaries, affiliates and assigns (collectively "Arch"), is a complete and final settlement of the disputes described herein. U S WEST and Arch are referred to herein jointly as the "Parties" or individually as a "Party."

1. DESCRIPTION OF THE RELATIONSHIP OF THE PARTIES AND DISPUTES.

   a. Arch and U S WEST have entered into various interconnection arrangements pursuant to which the Parties' respective communications networks are interconnected in the states of Arizona, Colorado, Idaho, Iowa, Minnesota, Nebraska, New Mexico, North Dakota, Oregon, Utah, Washington and Wyoming. These interconnection arrangements are referred to herein as "Previous Interconnection Arrangements."

   b. In connection with the Previous Interconnection Arrangements, Arch asserts that U S WEST must refund certain amounts paid by Arch to U S WEST for interconnection facilities. U S WEST asserts that Arch must pay U S WEST for interconnection facilities provided by U S WEST to Arch. Arch has also claimed the right to receive reciprocal compensation payments from U S WEST, and U S WEST has denied Arch's claims. These billing disputes, which cover the period ending on July 1, 2000 (i.e., the effective date of the new interconnection agreements described in Section 3 below), are referred to herein as the "Billing Disputes."

   c. On December 3, 1998, Arch Paging, Inc., filed a formal complaint (E-98-05) with the Federal Communications Commission ("FCC") complaining of certain actions by U S WEST. On January 29, 1999, MobileMedia's predecessor company, also known as MobileMedia Communications, Inc., filed an informal complaint (IC-99-04735) with the FCC against U S WEST. The Arch Paging, Inc. and MobileMedia complaints are referred to herein as the "FCC Complaints."

2. PURPOSE OF CONFIDENTIAL BILLING SETTLEMENT AGREEMENT. The Parties desire to resolve permanently and unalterably their differences and settle all their disagreements regarding the Billing Disputes. The Parties also desire to provide for new interconnection agreements to govern the interconnection of the Parties' networks on a going forward basis. The Parties intend that this Confidential Billing Settlement Agreement settles, resolves and extinguishes any and all claims by the Parties relating to or arising out of the Billing Disputes prior to the Effective Date of this Agreement. The Parties also intend that this Confidential Billing Settlement Agreement settles and resolves all matters at issue in the FCC Complaints.

3. INTERCONNECTION AGREEMENTS. Arch agrees to adopt under Section 252 (i) of the 1996 Telecommunications Act the interconnection

agreements between U S WEST and AirTouch Paging, which were executed on October 18, 1999, in the following nine states: Arizona, Colorado, Iowa, Minnesota, Nebraska, New Mexico, Oregon, Utah and Washington. The Parties also agree to execute new interconnection agreements using the aforementioned AirTouch Paging interconnection agreements as a template in the following five states: Idaho, Montana, North Dakota, South Dakota, and Wyoming. The Parties agree to execute these interconnection agreements within three (3) business days from the execution of this Confidential Billing Settlement Agreement. Each of these new interconnection agreements will be filed with the relevant state public utility commission for approval. The new interconnection agreements will have an effective date of July 1, 2000, and a termination date of January 18, 2002.

4. FINAL SETTLEMENT. The Parties hereby fully, completely, and unalterably settle any and all claims by the Parties relating to or arising out of the Billing Disputes and the FCC Complaints. The Billing Disputes consist of any and all disputes involving the accounts listed in Exhibit 1 hereto for the period up to and including April 30, 2000.

5. PAYMENT. Within five (5) business days from the date of the request for dismissal of the FCC Complaints as required by Section 6 below, U S WEST shall pay Arch the sum of $ 1,500,000.00 U.S. dollars. Further, within sixty (60) days from execution of this Confidential Billing Settlement Agreement, U S WEST agrees to provide Arch with bill credits totaling $ 2,700,000 U.S. dollars. These bill credits, along with the payment of the $ 1,500,000 U.S. dollars, will settle all billing issues for the accounts listed on Exhibit 1 for the period ending on April 30, 2000; provided, however, U S WEST agrees not to take any action, whether before a court, regulatory agency, or other adjudicatory body, to collect any amounts it later claims are owed by Arch under the account numbers listed in Exhibit 1 through April 30, 2000. Additionally, for the period from May 1, 2000 to the effective date of the new interconnection agreements described in Section 3 above, U S WEST agrees not to bill Arch for interconnection facilities, or, if it renders such bills in error, to provide Arch with a credit for any amounts billed to it for interconnection facilities during this period; provided, however, Arch agrees to continue paying appropriate charges for [illegible] facilities and services, including, but not limited to, Wide Area Calling services and private lines, for as long as it obtains such facilities and services from U S WEST. Arch also agrees not to bill U S WEST for reciprocal compensation until the effective dates of the new interconnection agreements described in Section 3 above. These payment arrangements shall be in consideration for settlement of all disputes in connection with the Billing Disputes and dismissal of the FCC Complaints.

6. DISMISSAL OF FCC COMPLAINTS. Within five (5) business days from the execution of this Confidential Billing Settlement Agreement, Arch will request the FCC to dismiss with prejudice the FCC Complaints by making filings substantially in the form of Exhibits 2 and 3 hereto; provided, however, that, if Arch does not request withdrawal of the FCC Complaints by the close of business on June 19, 2000, Arch agrees to notify the FCC of its intent to request withdrawal of the FCC Complaints by the close of business on June 19, 2000. In the unlikely event that the request to dismiss the FCC Complaints is refused, and U S WEST is required

to pay any type of restitution to Arch once the FCC Complaints are resolved by the FCC, including, but not limited to, damages and interest, Arch agrees that pursuant to Section 5 above, U S WEST is relieved of any and all obligation to provide Arch with such restitution.

7. **RELEASE.** Arch and U S WEST do hereby release and forever discharge the other and the other's associates, owners, stockholders, predecessors, successors, agents, directors, officers, partners, employees, representatives, employees of affiliates, employees of parents, employees of subsidiaries, affiliates, parents, subsidiaries, insurance carriers, bonding companies and attorneys, from any and all manner of action or actions, cause or causes of action, in law, under statute, or in equity, suits, appeals, petitions, debts, liens, contracts, agreements, promises, liabilities, claims, affirmative defenses, offsets, demands, damages, losses, costs, claims for restitution, and expenses, of any nature whatsoever, fixed or contingent, known or unknown, past and present, asserted or that could have been asserted, in any way relating to or arising out of the Billing Disputes or the FCC Complaints.

8. **COMPROMISE.** The Parties agree that this Confidential Billing Settlement Agreement is the compromise of disputed billing claims and all issues raised in the FCC Complaints.

9. **NO ADMISSIONS.** This Confidential Billing Settlement Agreement does not constitute an admission by either Party of the truth or merit of any fact, any asserted principle of law, any matter, claim, or cause of action alleged or asserted in any legal regulatory or other forum, past, present or future, relating to the matters addressed in this Confidential Billing Settlement Agreement. This Confidential Billing Settlement Agreement also does not constitute an admission with respect to the [illegible] or legality of any charges, billed or unbilled, whether paid or unpaid.

10. **ARBITRATION.** In the event that either Party asserts that the other Party has breached its obligations under this Confidential Billing Settlement Agreement, the Parties agree to submit the dispute to binding arbitration, closed to the public, and conducted by the Rules of the American Arbitration Association. Each Party shall be responsible for its own fees and costs. The Parties shall equally share the fees and expenses of the arbitrator. Any arbitration proceedings shall be held in a location mutually agreed to by the Parties. The Parties agree that the arbitrator only shall have authority to award compensatory damages or provide for injunctive relief, but that the arbitrator shall not have authority to award punitive, special, consequential, or similar damages.

11. **ENTIRE AGREEMENT REGARDING BILLING DISPUTES; NO EFFECT ON INTERCONNECTION ARRANGEMENTS.** This Confidential Billing Settlement Agreement is the entire agreement between Arch and U S WEST regarding the Billing Disputes and the FCC Complaints and replaces any previous understanding or agreement regarding these matters. This Confidential Billing Settlement Agreement relates only to settlement of the Billing Disputes and the FCC Complaints, but it does not establish any duties regarding the new interconnection agreements required by Section 3 above. Any modification to

this Confidential Billing Settlement Agreement must be in writing and signed by both Parties to be effective.

12. CONFIDENTIALITY. The Parties agree that this Confidential Billing Settlement Agreement is confidential. Each Party agrees not to disclose the terms and conditions herein, unless: (1) the other Party invokes the dispute resolution procedures set forth in Section 10 above in connection with the Billing Disputes or the FCC Complaints; or (2) the Party is required by a properly issued subpoena or other legal process to produce a copy of this Confidential Billing Settlement Agreement or otherwise is required to reveal the terms of this Confidential Billing Settlement Agreement. In either case, prior to making disclosure, the Party shall obtain an appropriate protective order or nondisclosure agreement to protect the confidentiality of this Confidential Billing Settlement Agreement and the terms hereof.

13. APPLICABLE LAW. The laws of the state of Colorado shall govern the interpretation of this Confidential Billing Settlement Agreement.

14. MULTIPLE COUNTERPARTS. This Confidential Billing Settlement Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

15. NOTICES. Any notice to a Party required or permitted under this Confidential Billing Settlement Agreement shall be in writing and shall be served personally, delivered by a national courier service. Upon prior agreement of the Parties' designated recipients identified below, notice may also be provided by facsimile, Internet or electronic messaging system (e-mail), followed by mailing a copy of the fax/e-mail via first class U.S. mail. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this Section 15:

If to U S WEST:

U S WEST Communications, Inc.
Attention: Legal Department
1801 California Street, Suite 5100
Denver, Colorado 80202
Phone: (303) 672-2700
Fax: (303) 295-7046

If to Arch:

Arch Paging, Inc.
Dennis M. Doyle
Vice President, Telecommunications
1800 West Park Drive
Suite 250
Westborough, MA 01581-3912
Phone: (508) 870-6812
Fax: (508) 870-8012
Mdoyle@Arch.com

16. **NO WAIVER OF POSITIONS.** The Parties agree that their entering into this Confidential Billing Settlement Agreement and the other agreements contemplated herein is without prejudice to, and does not waive, any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial, or other forum addressing any matters, including matters related to interconnection arrangements and/or matters related to interconnection cost recovery generally.

17. **EFFECTIVE DATE.** The Effective Date of this Confidential Billing Settlement is June 16, 2000.

THE UNDERSIGNED DECLARE THAT THE TERMS OF THIS CONFIDENTIAL BILLING SETTLEMENT AGREEMENT HAVE BEEN COMPLETELY READ AND ARE FULLY UNDERSTOOD AND ARE VOLUNTARILY ACCEPTED FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE OF THE DISPUTES BETWEEN THE PARTIES.

Arch Communications Group

Dennis M. Doyle

DENNIS M. DOYLE

Name Printed/ Typed

Vice President - Telecommunications

Title

6/16/2000

Date

U S WEST Communications, Inc.

Audrey McKenney

Audrey McKenney

Name Printed/ Typed

Vice President - Wholesale Markets Finance

Title

6/16/00

Date

CONFIDENTIAL BILLING SETTLEMENT AGREEMENT

THIS CONFIDENTIAL BILLING SETTLEMENT AGREEMENT ("Confidential Billing Settlement Agreement"), by and between Qwest Corporation formerly known as Qwest Communications, Inc. ("Qwest") and Paging Network, Inc. (together with its direct and indirect subsidiaries, "PageNet"), a wholly owned subsidiary of Arch Wireless Holdings, Inc. ("Arch"), is a complete and final settlement of the disputes described herein. Qwest and PageNet are referred to herein jointly as the "Parties" or individually as a "Party."

1. **DESCRIPTION OF THE RELATIONSHIP OF THE PARTIES AND DISPUTES.**

   a. PageNet and Qwest have entered into various interconnection arrangements, identified by the account information set forth on Exhibit 1 hereto, pursuant to which the Parties' respective communications networks are interconnected in the states of Arizona, Colorado, Idaho, Minnesota, Nebraska, New Mexico, Oregon, Utah, and Washington (collectively, the "Previous Interconnection Arrangements").

   b. In connection with the Previous Interconnection Arrangements, (i) PageNet asserts that Qwest must refund certain amounts paid by PageNet to Qwest for interconnection facilities, (ii) Qwest asserts that PageNet must pay Qwest for interconnection facilities provided by Qwest to PageNet, and (iii) PageNet has also claimed the right to receive reciprocal compensation payments from Qwest. These billing disputes, which cover only the period from November 1, 1996 through December 31, 2000, along with any and all other billing and payment issues related to the accounts listed on Exhibit 1 hereto arising or occurring during such period, are referred to herein as the "Billing Disputes."

2. **PURPOSE OF CONFIDENTIAL BILLING SETTLEMENT AGREEMENT.** The Parties desire to resolve permanently and unalterably their differences and settle all their disagreements regarding the Billing Disputes. The Parties also desire to operate under the existing Arch Interconnection Agreements (as defined below) to govern the interconnection of the Parties' networks on a going forward basis. The Parties intend that this Confidential Billing Settlement Agreement settle, resolve and extinguish any and all claims by the Parties relating to or arising out of the Billing Disputes as established in 1b. above.

3. **FINAL SETTLEMENT.** The Parties hereby fully, completely, and unalterably settle any and all claims by the Parties relating to or arising out of the Billing Disputes.

4. **CREDIT OF ACCOUNTS.** In exchange for the covenants and agreements set forth herein, within sixty (60) days from execution of this Confidential Billing Settlement Agreement, Qwest agrees to provide PageNet with bill credits totaling $ 1,517,260.57 U.S. dollars. These bill credits, will settle all billing and payment issues for the accounts listed on Exhibit 1 for the period from November 1, 1996 through December 31, 2000; and Qwest agrees not to take any action, whether before a court, regulatory agency, or other adjudicatory body, to collect any

THE UNDERSIGNED DECLARE THAT THE TERMS OF THIS CONFIDENTIAL BILLING SETTLEMENT AGREEMENT HAVE BEEN COMPLETELY READ AND ARE FULLY UNDERSTOOD AND ARE VOLUNTARILY ACCEPTED FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE OF THE DISPUTES BETWEEN THE PARTIES.

Qwest Corporation

By: Audrey McKenney
Audrey McKenney

Title: Senior Vice President

Date 4/23/01

Paging Network, Inc.

By: Paul Kuzia
Paul Kuzia,

Title: Executive Vice President, Technology and Regulatory Affairs

Date 4/3/01