

**AMENDMENT TWO TO THE
AGREEMENT FOR LOCAL INTERCONNECTION**

This Amendment Two to the Agreement for Local Interconnection (the "Agreement") between Citizens Telecommunications Company of Nebraska ("Citizens") and Level 3 Communications, LLC ("CLEC") is made this 25th day of May, 2011. Citizens and Carrier are referred to herein collectively as the "Parties".

Citizens and Carrier entered into this Agreement on August 15, 2002.

Citizens and Carrier desire to amend this Agreement.

In consideration to the mutual promises and covenants contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. Add New Definition

SECTION 2. General Terms and Conditions, General Definitions

2.23 Transit Service is the delivery of certain traffic between Carrier and a third party ILEC, CLEC or CMRS provider by Frontier over a separate trunk group between Carrier and Frontier where appropriate trunks exist between Carrier and third party through Frontier's tandem. The following traffic types will be delivered: (i) Local Traffic originated from Carrier to such third-party and (ii) Local Traffic originated from such third-party to Frontier's tandem and terminated to Carrier.

2. Replace all language for Attachment 1, Section 1, Interconnection Trunking Arrangements as follows:

SECTION 1. Interconnection Trunking Arrangements

1.1 The Parties will interconnect their networks directly or indirectly as specified in the terms and conditions contained herein. POIs set forth in this Attachment, may be modified from time to time by either Party only with the written consent of the other Party. Carrier will agree to establish each POI at a technically feasible point on Citizens's network.

1.2 Direct Interconnection is required at one or more of the following locations:

- a) POI at the Citizens local tandem office maintained and operated by Citizens, which local tandem provides switched Interconnection to Citizens End Users serviced by subtending host and remote offices.

b) POI at the Citizens Host Office, which will provide switched Interconnection to Citizens' End Users' served by that host office and subtending remote offices when the traffic exchanged between the parties meets the requirements established under 1.3.2 below.

1.3 The Parties agree to exchange traffic indirectly as follows:

1.3.1 The Parties agree that indirect interconnection may be beneficial when the volume of traffic is consistently below a DS1 level and does not meet the requirements needed for direct trunking as specified in section 1.3.2 below.

1.3.1.1 Where the Parties have direct interconnections in place and no longer wish to maintain such direct interconnection, the Party may request to change to indirect interconnection by notification to the other Party. Such notification must include a 3 month traffic study demonstrating the trunk group(s) no longer carries a DS1's worth of traffic. The non-requesting Party will then have 30 days to validate the traffic study provided with the notification prior to the requesting Party submitting an ASR for disconnection. Once the traffic volume has been validated to be below a DS1 level and both Parties agree, the Parties will work cooperatively to disconnect the existing trunks and re-route any remaining traffic, considering the potential customer impacts and/or network impacts prior to any action being taken. The change from direct interconnection to indirect interconnection will not be completed where the volume of traffic meets the requirements under section 1.3.2 below.

1.3.2 The Parties agree that a direct interconnection is mutually beneficial and desirable when the volume of Telecommunications Traffic exchanged between the Parties equals or exceeds a DS1 level over three (3) consecutive months. If such level of indirect traffic is reached between Carrier's network and a given Citizens end office, the Parties will negotiate in good faith the mutual need for a direct interconnection between Carrier's network and the affected Citizens end office.

1.4 In order for Carrier to establish a POI, a request will need to be submitted using the POI Request Form located at www.frontieronline.com.

1.5 Each Party will be responsible for the engineering and construction of its own network facilities on its side of the POI.

1.6 Carrier will be responsible for establishing separate trunk groups for:

1.6.1 Local Traffic, including ISP Bound Traffic and locally-dialed Enhanced Services traffic.

1.6.2 Access Services to enable Interexchange Carriers to originate and terminate traffic from/to Carrier or for Carrier and Citizens to exchange traffic other than Local Traffic.

1.6.3 Transit Service traffic, when connected to a Citizens tandem.

1.6.4 The Parties' services as interexchange service providers are subject to each Party's respective access tariffs provided that Carriers access tariffs are not higher than Citizens' access tariff to the extent required by FCC rules and applicable state rules.

1.6.5 Connecting Carrier's switch to the applicable E911 routers. If Carrier purchases such services from Citizens, they will be provided at full applicable tariff rates. For all 911/E911 traffic originating from Carrier, it is the responsibility of Carrier and the appropriate state or local public safety answering agency to negotiate the manner in which 911/E911 traffic from Carrier will be processed.

1.7 The Parties mutually agree that all Interconnection facilities will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Parties further agree that all equipment and technical Interconnections will be in conformance with all generally accepted industry standards with regard to facilities, equipment, and services.

1.8 Interconnection will be provided via two-way trunks and Carrier will provide trunk group service requests in its discretion. The only compensation or other responsibility for payment for terminating traffic from the POI onward shall be Reciprocal Compensation, if applicable and/or Transit Service charges where a Citizens tandem is used to reach a third party's network and/or Switched Access charges where Carrier is acting as an Interexchange Carrier. The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for Interconnection between the Parties will conform with all generally accepted industry standards with regard to facilities, equipment, and services. All Interconnection facilities and trunking will be ordered using industry standard ASR as referenced in Citizens's Local Service Provider Guide.

1.9 Carrier will not expect Citizens' local end office switches to act as a tandem on the Carrier's behalf nor will Citizens expect the Carrier's local end office switches to act as a tandem on Citizens' behalf.

1.10 This Agreement is applicable only to Citizens' serving areas. Citizens will not be responsible for Interconnections or contracts relating to any Carrier's Interconnection with any other service provider or telecommunications carrier outside of Citizens serving area.

1.11 If Carrier provides service using an NPA-NXX assigned to a rate center where Citizens provides extended area service or a applicable regulatory authority approved optional calling plan, and Carrier chooses to indirectly interconnect by using the tandem switching facilities of a third party, Citizens will have no obligation to route and rate traffic to Carrier's NPA-NXX as an EAS call or pursuant to an optional calling plan in the event that the third party providing such switching facilities blocks such traffic or unless Carrier has established a trunking and transiting arrangement for this traffic with Citizens and the other telecommunications carrier(s) utilizing the trunk and providing transiting service for the traffic. In the event that the third party providing the switching facilities as referenced above commences blocking the traffic, the parties agree to cooperate to negotiate with such third party to cease blocking such traffic and/or advocate that the third party cease such blocking before any appropriate legal or regulatory body.

1.12 Signaling Systems and Administration

1.12.1 The Parties will, where Citizens has the capability, interconnect their networks using SS7 signaling associated with all Interconnection trunk groups as defined in Telcordia GR-246 "Bell Communications Research Specification of Signaling Systems 7 (SS7) and GR-905, "Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network (ISDN) User Part (ISUP) "including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the Interconnection of their networks. For glare resolution, Citizens will have priority on odd trunk group member circuit identification codes, and carrier will have priority on even trunk group member circuit identification codes, unless otherwise mutually agreed.

3. Add new Section 6 to Attachment 1 for Transit services

SECTION 6 – Transit Service

6.1 Carrier shall compensate Frontier for Transit Service as follows:

Carrier shall pay Frontier a Transit Service charge as set forth in Attachment 7, Pricing for Transit Service, for Transit Service traffic originated by Carrier and transited by Frontier to any third party carrier, or Transit Service traffic originated by a third-party Incumbent Local Exchange Carrier, transited by Frontier and terminated to Carrier.

6.1.1 Level 3 acknowledges that Frontier's sole liability as to Level 3 for Transit Services shall be the Transit Service fee as reflected herein.

4. Add new item to Attachment D, Pricing for Transit Services

3.1 Transit Service - per mou

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The transit service rates charged by Frontier shall be non-discriminatory within the state to which this agreement applies.

5 Replace Section 39, General Terms and Conditions, Notices as follows:

SECTION 39. Notices

For CLEC:

Level 3 Communications, LLC
Attn: Director – Interconnection Services
1025 Eldorado Boulevard
Broomfield, CO 80021
Tel: 720-888-7816

Level 3 Communications, LLC
Attn: Legal - Interconnection
1025 Eldorado Boulevard
Broomfield, CO 80021
Tel: 720-888-7816

For Frontier:

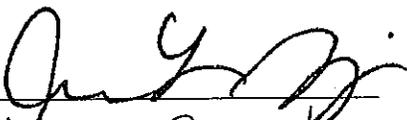
Frontier Communications
Attn: Director, Carrier Services
180 S. Clinton Ave
Rochester, NY 14646
Tel: 585-777-5131

And copy to:

Frontier Communications
Attn: Associate General Counsel
180 S. Clinton Ave., 7th Floor
Rochester, NY 14646
Tel: 585-777-7270

All other terms and conditions of the Agreement will remain in full force and effect.

LEVEL 3 COMMUNICATIONS, LLC

By: 
Name: Andrea Pierantozzi
Title: VP, Voice Services
Date: 6/27/11

**CITIZENS TELECOMMUNICATIONS
COMPANY OF NEBRASKA**

By: 
Name: Stephen Levan
Title: SVP, Carrier Sales and Service
Date: 7-28-11