Termination of the Wholesale Service Order Charge Amendment
To the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
McLeodUSA Telecommunications Services, Inc. dba PAETEC Business Services
dba Windstream Communications
for the state of Nebraska

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and McLeodUSA Telecommunications Services, Inc. dba PAETEC Business Services dba Windstream Communications ("CLEC"), an Iowa corporation. CenturyLink and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the state of Nebraska which was approved by the Nebraska Public Service Commission ("Commission");

WHEREAS, the Parties entered into an amendment, dated January 12, 2009 to the Agreement regarding terms and conditions under which CLEC billed certain charges to CenturyLink (the, "WSOC Amendment"); and

WHEREAS, the Parties wish to amend the Agreement further to eliminate the WSOC Amendment under the terms and conditions 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 Parties wish to terminate all previously agreed to terms, conditions and rates entered into in the WSOC Amendment.

Effective Date

This Amendment shall be effective upon Commission approval. However, the Parties agree to execute these terms and conditions effective May 1, 2012.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representatives. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or

not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

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.
dba PAETEC Business Services
dba Windstream Communications

Signature

Kristi Moody
Name Printed/Typed

VP-Law/Corporate Legal
Title

June 19, 2012
Date

Qwest Corporation dba CenturyLink QC

Signature

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

6/15/12
Date