Collocation Terminations Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Level 3 Communications LLC 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 Level 3 Communications LLC ("CLEC"). 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 Commission on April 22, 2003; and

WHEREAS, the Parties desire to amend the Agreement further 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 Agreement is hereby amended by replacing the existing terms and conditions in Section 8.3.1.11.3 of the Agreement in addition to rates for Collocation Terminations as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; 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 CenturyLink. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, CenturyLink shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as CenturyLink implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

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 representative. 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.

Level 3 Communications LLC	**Qwest Corporation dba CenturyLink QC**
DocuSigned by: Gary Black Jr. 713C9B56B7DD4C9...	05E9FC68BD57454... L T Christensen DocuSigned By: L T Christensen
Signature	Signature
Gary Black	L. T. Christensen
Name Printed/Typed	Name Printed/Typed
V.P. Carrier Relations	Director – Wholesale Contracts
Title	Title
10/24/2012	10/24/2012
Date	Date

DocuSign Envelope ID: B444C97C-4F28-4891-8A68-CA800976E2DA

ATTACHMENT 1

[Note: The following Section 8.3.1.11.3 is a replacement of the existing Section 8.3.1.11.3 currently in the Agreement:]

Section 8.0 - COLLOCATION

8.3 Rate Elements

8.3.1 Rate Elements - All Collocation

8.3.1.11.3 Terminations must be purchased in the following increments: DS0 in blocks of one hundred (100) or per termination; DS1 in increments of twenty-eight (28) or per termination; and DS3 in increments of one (1) coaxial cable termination or fiber in twelve (12) fiber strands (six (6) fiber pairs).

Level 3 Communications, LLC

Exhibit A
Nebraska

Amendment										Notes		
							Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
8.0	Collocation											
	8.1	All Collocation										
		8.1.8	Collocation Terminations									
			8.1.8.1	Shared Access								
				8.1.8.1.4	Fiber							
					8.1.8.1.4.1	Fiber Terminations, per 12 Fibers	$12.39		$1,601.47	1		1
					8.1.8.1.4.2	Additional Connector, per Each 12 Fiber Connectors	$0.53		$435.47	1		1
					8.1.8.1.4.3	Fiber Cable Racking, Shared, per 12 Fibers	$19.61			1		
					8.1.8.1.4.4	Fiber Cable Racking, Dedicated, per 12 Fibers	$1.85		$1,516.92	1		1
NOTES:												
	1	Rates not addressed in Cost Docket (estimated TELRIC)										