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Midspan Meet POI Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and PBN, 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 PBN, LLC ("CLEC"), a Nebraska corporation, (collectively, the "Parties").".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the state of Nebraska which was filed with the Commission on January 21, 2013;

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein; and

WHEREAS, CLEC's affiliate, Pierce Telephone is an ILEC operating outside of CenturyLink's service territory and CenturyLink and Pierce Telephone have jointly provisioned a facility between them which is used for the exchange of traffic between CenturyLink and Pierce Telephone and CenturyLink and CLEC wish to use that facility for the separate exchange of traffic between CenturyLink and CLEC;

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 Midspan Meet POI as set forth in Attachment 1 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.

PBN, LLC

DocuSigned by:
Klint Arnold
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Signature

Klint Arnold
Name Printed/Typed

General Manager
Title

1/23/2013
Date

Qwest Corporation dba CenturyLink QC

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L T Christensen
DocuSigned By: L T Christensen
Signature

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

1/29/2013
Date

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ATTACHMENT 1

CenturyLink and CLEC's affiliated ILEC have previously exchanged traffic using facilities established for the exchange of traffic between CenturyLink and CLEC's affiliated ILEC operation. In order to efficiently use the Parties' network facilities, the existing ILEC facility will be treated as a "Mid-Span Meet POI" point of interconnection, as defined below. CLEC will provision separate trunks on the existing facility for its non-ILEC traffic and represents and warrants that it will not use any trunks over the existing facility established for use in its ILEC operations for any traffic that is governed by this Agreement. Should either Party wish to alter the arrangements or establish new facilities, the Parties will negotiate he new facilities arrangement(s) which would be used to interconnect the networks.

1. Mid-Span Meet POI.

A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between the CenturyLink Serving Wire Center location and the location of the CLEC switch or other equipment located within the area served by the CenturyLink Serving Wire Center. The Parties will use the existing facilities in place between CLEC's affiliated ILEC and CenturyLink, establishing a Mid-Span Meet POI within CenturyLink's franchised service territory over which CLEC will establish its LIS trunking. For any additional Mid-Span Meet POIs that CLEC may request, the actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. CLEC may not use remaining capability in an existing Mid-Span Meet POI to gain access to Unbundled Network Elements. These Mid-Span Meet POIs will consist of facilities used for the exchange of traffic and joint provisioning of Telecommunications Services to End User Customers and other Telecommunications Carriers.