



Jason D. Topp
Associate General Counsel - Regulatory
(651) 312-5364

August 12, 2014

Mr. Darrell Nitschke
Executive Secretary
North Dakota Public Service Commission
600 East Boulevard Avenue, 12th Floor
Bismarck, ND 58505-0480

Re: LIS Facility PVU Amendment to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC and Level 3 Communications, LLC
for the State of North Dakota

Dear Mr. Nitschke:

Enclosed for filing for approval by the North Dakota Public Service Commission pursuant to 47 U.S.C. § 252 and N.D. Cent. Code § 49-21-01.7 is the LIS Facility PVU X Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Level 3 Communications, LLC for the State of North Dakota.

Contact information for Level 3 Communications, LLC is as follows:

Jamie Moyer
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, CO 80021
(720) 888-7816
Jamie.Moyer@level3.com

Rick Thayer
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021
(720) 888-2620
Rick.Thayer@Level3.com

Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Very truly yours,

A handwritten signature in black ink, appearing to be "J. Topp", written over the typed name "Jason D. Topp".

Jason D. Topp

JDT/bardm

Enclosure

cc: Jamie Moyer (via email)
Rick Thayer (via email)

200 South 5th Street, Room 2200
Minneapolis, MN 55402
www.centurylink.com

**LIS Facility PVU Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
Level 3 Communications LLC
for the state of North Dakota**

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 North Dakota which was approved by the Commission; 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 modifying the LIS Facility PVU as set forth in 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 agree to implement the provisions of this Amendment as of July 3, 2014. 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

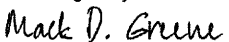
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may 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

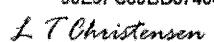
DocuSigned by:

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Signature

Mack D. Greene
Name Printed/Typed

Sr Director – Voice Network Strategy
Title

7/28/2014
Date

Qwest Corporation dba CenturyLink QC

05E9FC68BD57454...

DocuSigned By: L T Christensen
Signature

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

7/29/2014
Date

Level 3 Communications LLC

Exhibit A
North Dakota

Amendment										Notes		
						Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NRC	
7.0		Interconnection										
	7.12 Toll VoIP-PSTN Traffic											
	7.12.3	Local Interconnection Service VOIP Percent of Facilities (LIS-Facility-PVU)				2%	2%		3			
NOTES:												
	3	ICB, Individual Case Basis pricing.										