CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.

I. PART	TES Competitive Carrier	Incumbent Local Exchange Carrier			
Name of Party	Level 3 Communications LLC	Qwest Corporation dba CenturyLink QC			
•	cessing Questions:				
Name:	Andrea Gavalas	Carla Butler			
Telephone:	(720) 888-3052	(503) 242-5420			
E-mail:	an rea.gavalas@level3.com-	carla.butler@centurylink.com			
Contact for Leg	gal Questions (if different):				
Name:					
Telephone:					
E-mail:					
Other Persons v	wanting E-mail service of documents (if any):				
Name:	Rick Thayer Steve Dea				
E-mail:	rick.thayer@level3.com	intagree*centurylink.comË			
Adopt	submit a separate checklist for tion: Adopts existing carrier-to-carrier agreement	•			
• D	ocket ARB				
• Pa	arties to prior agreement	&			
New A	Agreement: Seeks approval of new negotiated agreement	reement.			
Ooes adoption	or agreement replace an existing agreement be	etween the parties?			
. [\bigcap NO				
. =	YES, Docket ARB				
· _					
	dment: Amends an existing carrier-to-carrier agre	eement.			
Dog	oket ARR 665				

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

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 Oregon 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: Mark D. Gruun ABC2F9F7AB594D3. Signature Mack D. Greene Name Printed/Typed Sr Director – Voice Network Strategy Title 7/28/2014 Date

Qwest Corporation dba CenturyLink QC

00E31 C00BB07404	
L T Christensen	
DocuSigned By: L T Christensen	
Signature	
L. T. Christensen	_
Name Printed/Typed	
Director – Wholesale Contracts	
Title	
7/29/2014	
Date	

DEEDECCORDEZASA

Level 3 Communications LLC

Exhibit A Oregon

Amendment					Notes	
	Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NRC
7.0 Interconnection						
7.0 Interconnection						
7.12 Toll VoIP-PSTN Traffic						ĺ
7.12.3 Local Interconnection Service VOIP Percent of Facilities (LIS-Facility-PVU)	3%	3%		3		1
						1
NOTES:						
3 ICB, Individual Case Basis pricing.						