

February 11, 2019

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

Re: Reciprocal Compensation Bill and Keep Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Level 3 Communications, LLC for the State of North Dakota

Dear Mr. Kahl:

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 Reciprocal Compensation Bill and Keep 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:

Gary R. Black
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, CO 80021
(720) 888-2000
gary.blackjr@centurylink.com

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

Very truly yours,



Jason D. Topp

JDT/bardm

Enclosure

cc: Gary R. Black (via email)

**Reciprocal Compensation Bill and Keep 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 on November 7, 2002; 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 for Reciprocal Compensation to be at Bill and Keep for the exchange of Exchange Service or Extended Area Service (EAS/Local) Traffic 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, or by being permitted to go into effect by operation of law; 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.

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

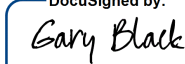
of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, 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

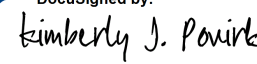
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Signature

Gary R. Black
Name Printed/Typed

VP- Carrier Relations
Title

1/23/2019
Date

Qwest Corporation dba CenturyLink QC

DocuSigned by:

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Signature

Kimberly J. Povirk
Name Printed/Typed

Director – Sales Support
Title

1/23/2019
Date

Exhibit A
North Dakota

Select the appropriate type of contract below. For cost docket changes, leave blank:				Select Traffic Type	EAS / Local Traffic Reciprocal Compensation					
				Options	Bill and Keep			Notes		
					Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
	7.6	Exchange Service (EAS/Local) Traffic								
		7.6.1	Intentionally Left Blank							
		7.6.2	Intentionally Left Blank							
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		7.6.7	Intentionally Left Blank							
		7.6.8	Bill and Keep							
		7.6.8.1	End Office Call Termination, per Minute of Use		\$0.000000			D		
		7.6.8.2	Tandem Switched Transport, per Minute of Use		\$0.000000			D		
		7.6.8.3	Tandem Transmission, per Minute of Use (Recurring Fixed & per Mile)							
		7.6.8.3.1	Over 0 to 8 Miles		\$0.000000	\$0.000000		D	D	
		7.6.8.3.2	Over 8 to 25 Miles		\$0.000000	\$0.000000		D	D	
		7.6.8.3.3	Over 25 to 50 Miles		\$0.000000	\$0.000000		D	D	
		7.6.8.3.4	Over 50 Miles		\$0.000000	\$0.000000		D	D	