

NEW APPLICATION

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2012 JUN 26 P 4: 13

AZ CORP COMMISSION
DOCKET CONTROL

June 26, 2012

Docket Control
Arizona Corporation Commission
1200 W. Washington
Phoenix, AZ 85007

T-01051B-12-0278
T-03267A-12-0278

Re: In the Matter of Adoption of the Termination of the Wholesale Service Order Charge Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and McLeodUSA Telecommunications Services, Inc. dba PAETEC Business Services dba Windstream Communications for the State of Arizona

Dear Madam or Sir:

Accompanying this transmittal is an Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink") and McLeodUSA Telecommunications Services, Inc. dba PAETEC Business Services dba Windstream Communications ("CLEC"). CenturyLink files this Amendment for approval under 47 U.S.C. §252(e) and A.A.C. R14-2-1508.

The Agreement is amended by terminating all previously agreed to terms, conditions and rates entered into in the WSOC Amendment. The Agreement was approved by the Commission on December 14, 2000, Docket No. T-01051B-00-0698, Decision No. 63428.

Please contact me at (602) 630-2187 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

Norman G. Curtright

NGC/bardm

Enclosure

Arizona Corporation Commission
DOCKETED

JUN 26 2012

DOCKETED BY

Docket Control, Arizona Corporation Commission

June 26, 2012

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cc: Windstream Communications
Attn: Interconnection Services
4001 Rodney Parham Road
Mailstop: 1170 B1F2-12A
Little Rock, AR 72212

**Termination of the Wholesale Service Order Charge Amendment
To the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and**

**McLeodUSA Telecommunications Services, Inc. dba PAETEC Business Services
dba Windstream Communications
for the state of Arizona**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and McLeodUSA Telecommunications Services, Inc. dba PAETEC Business Services dba Windstream Communications ("CLEC"), an Iowa corporation. 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 Arizona which was approved by the Arizona Corporation Commission ("Commission");

WHEREAS, the Parties entered into an amendment, dated January 12, 2009 to the Agreement regarding terms and conditions under which CLEC billed certain charges to CenturyLink (the, "WSOC Amendment"); and

WHEREAS, the Parties wish to amend the Agreement further to eliminate the WSOC Amendment 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 Parties wish to terminate all previously agreed to terms, conditions and rates entered into in the WSOC Amendment.

Effective Date

This Amendment shall be effective upon Commission approval. However, the Parties agree to execute these terms and conditions effective May 1, 2012.

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 representatives. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or

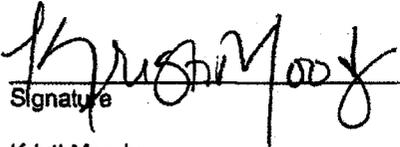
not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

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.

**McLeodUSA Telecommunications
Services, Inc.
dba PAETEC Business Services
dba Windstream Communications**



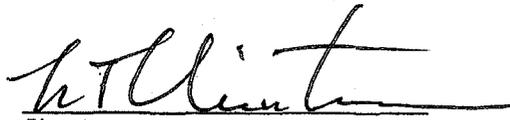
Signature

Kristi Moody
Name Printed/Typed

VP-Law/Corporate Legal
Title

June 14, 2012
Date

Qwest Corporation dba CenturyLink QC



Signature

L. T. Christensen
Name Printed/Typed

Director - Wholesale Contracts
Title

6/15/12
Date