

**CLARK COUNTY, NEVADA
REVOCABLE RIGHTS-OF-WAY LICENSE AGREEMENT
GRANTED TO
LEVEL 3 COMMUNICATIONS, LLC**

THIS RIGHTS-OF-WAY LICENSE AGREEMENT (hereafter called "Agreement") is granted this 15th day of September, 2009, by Clark County, Nevada, a political subdivision of the State of Nevada, acting by and through the Board of County Commissioners which is its governing body (hereafter called "County"), and Level 3 Communications, LLC (hereafter called "Licensee"), authorized to do business in the State of Nevada.

WITNESSETH:

WHEREAS, the Licensee, organized and existing under and by virtue of the laws of the State of Delaware, desires to continue its rights and privileges to construct, maintain and operate facilities to provide non-subscription communication services within the County's rights-of-way, as defined by Clark County Code, that were granted to the Licensee by the County in a Revocable Rights-of-Way License Agreement dated March 16, 1999, and were extended through September 17, 2009, in a Rights-of-Way License Extension ("Extension"); and

WHEREAS, the Licensee desires to consolidate in this Agreement the rights and privileges granted by the County to (a) IXC Communications Services, Inc. in a Rights-of-way License Agreement dated August 18, 1998, which was transferred to Broadwing, LLC, (hereafter called "Broadwing"), that was acquired by Licensee in 2007, and to (b) Williams Communications, Inc., in a Rights-of-Way License Agreement dated September 15, 1998, which changed its name to WilTel Communications, LLC (hereafter called "WilTel"), that was acquired by Licensee in 2005.

WHEREAS, Broadwing and WilTel paid to the County and the County accepted from each entity the following fees in order to extend the rights granted by the County to Broadwing and WilTel under each entities' respective Franchise Agreements: Broadwing paid EIGHT THOUSAND TWO HUNDRED FOURTEEN DOLLARS AND FORTY CENTS (\$ 8,214.40), effective through August 17, 2009. WilTel paid FORTY-SEVEN THOUSAND SEVEN HUNDRED THIRTY-SEVEN DOLLARS AND FOURTEEN CENTS (\$47,737.14) effective through September 14, 2009. In addition, the County agreed that Broadwing will pay the County \$693.30 and WilTel will pay the County \$397.56 upon execution of this Agreement in order to extend each entities' rights under the respective Franchise Agreements through September 17, 2009; and

WHEREAS, the County is prepared to grant, on the terms contained herein, a revocable non-exclusive right and privilege to construct, maintain and operate facilities in certain specified streets within unincorporated areas of Clark County, under the conditions and requirements defined by Clark County Code; and

WHEREAS, the Licensee hereby attests that the information submitted in Licensee's application to the County to obtain this Agreement, attached hereto as Exhibit A and made a part hereof, is true and correct.

NOW, THEREFORE, in consideration of the premises and of the performance by Licensee of the requirements hereinafter set forth, and subject to the following terms and conditions, the County hereby grants to the Licensee this License Agreement.

TERMS AND CONDITIONS:

1. Definitions

Definitions of terms in this Agreement shall be the same as those definitions listed in Clark County Code Chapter 5.01.

2. Agreement Duration, Conditions and Extension

2.1 This Agreement shall be non-exclusive and revocable pursuant to Section 6 of this Agreement, and shall be in force and effect from September 18, 2009, through September 17, 2019.

2.2 All applicable provisions of Clark County Code, as amended from time to time, and all provisions of this Agreement shall be binding upon the Licensee, its successors, or assignees. In the event of any conflict between any provisions in Clark County Code, as amended from time to time, and any provisions of this Agreement, the Code provision shall control; provided that, to the extent the Code provision materially changes the obligations or liabilities of Licensee, Licensee may terminate this License Agreement by providing the County with thirty (30) days' written notice. The Licensee's giving of such notice of termination constitutes Licensee's agreement that, its facilities installed in rights-of-way are abandoned and subject to removal as provided in Clark County Code Chapter 5.01.

2.3 Licensee shall not knowingly permit use by other persons of its facilities located in rights-of-way, including but not limited to the use by other persons who are required to obtain a business license, Franchise or Rights-of-Way License Agreement from the County for such use, unless and until the other persons obtain such licenses or franchises. Licensee shall not permit another person to install its own facilities in, on, along, above or below the Licensee's facilities.

2.4 Licensee is hereby licensed, during the term of this Agreement, to install, operate and maintain its facilities in the specific rights-of-way identified in the map attached hereto, labeled Exhibit B and made a part of this Agreement by reference, and pursuant to Clark County Code Title 5. On the effective date of this Agreement, Licensee shall provide the County with the location of the facilities Licensee has currently installed in the

County rights-of-way and the facilities Licensee will install in County rights-of-way during the first 12-month period of this Agreement, of which it is aware at that time.

- 2.5 Licensee may apply to expand its license to include additional rights-of-way by submitting in writing to the County Manager a request to amend the Agreement. Such a request shall include an amendment to Exhibit B, identifying rights-of-way approved in this Agreement and the expanded rights-of-way being requested. The County Manager may approve a request for expansion of license based on rights-of-way availability, street cut limitations, and public improvements planned in the rights-of-ways requested.
- 2.6 Licensee acknowledges that this Agreement is for installation of facilities in rights-of-way only, and that installation in, on, along, above or below other County property may be permitted only through separate agreement and payment of rental fees.
- 2.7 Licensee acknowledges that this Agreement is for installation of facilities in the rights-of-way as identified in Exhibit B to provide non-subscription communication services and, other than Licensee's customers, does not authorize Licensee, or permit the use by other persons, to provide any other services, without first amending this Agreement or applying for a franchise agreement and complying with the provisions of NRS 709.050 through 709.170.
- 2.8 In the event that the Licensee receives a franchise granted by the County Commission to construct, maintain and operate its facilities in the rights-of-way of the County, the provisions of this Agreement shall be superseded by the terms and conditions of the franchise so granted.
- 2.9 This Agreement replaces and supersedes any previously granted Revocable Rights-of-Way License Agreements with the Licensee, Broadwing and WilTel.
- 2.10 Licensee is responsible for the maintenance and upkeep of any Licensee's above surface facilities located immediately adjacent to the rights-of-way granted by this Agreement.

3. Licensee's Work in County Rights-of- Way

The Licensee shall, in the installation, construction, operation, maintenance, reconstruction, removal, relocation or abandonment of its facilities in the County's rights-of-way, comply with all applicable provisions of Clark County Code Title 5 and the improvement standards adopted in Title 30, as set forth and hereafter amended, and the "Uniform Standard Specifications for Off-Site Construction, Clark County Area" (latest edition) as adopted by the County Commission.

4. Rights-Of-Way License Payments and Fees

The Licensee shall pay to the County an annual rental fee of the greater of \$1,500 or \$1.50 for each linear foot of rights-of-way in, on, along, above or below which Licensee has installed its facilities under this Agreement. The annual rental fee shall be subject to annual adjustment based on the change in the annual average of the All Urban Consumers Price Index (CPI-U) for the previous calendar year. The adjustment of the annual rental fee shall apply to the annual rental fee that is due on or after July 1 of each year following the calendar year that determined the rate increase. Licensee shall pay all payments and fees assessed in accordance with its County business license pursuant to Clark County Code Title 6, as amended from time to time.

5. Rights-Of-Way License Reporting

Each year during the term of this Agreement, within thirty (30) days of the anniversary date of this Agreement, the Licensee shall submit a written report to the County's Director of Business License which shall be deemed confidential, shall be maintained by the Director of Business License in a confidential file, and shall be made available only to County officers and employees in the performance of their duties. In addition to any reporting requirements of Clark County Code Title 5, the written report shall include the following information:

- 5.1** The number of linear feet of County rights-of-way in, on, along, above or below which the Licensee has installed its facilities during the previous 12-month period. The information shall include copies of encroachment permits, as-built maps indicating stationing and actual lengths of facilities installed, and any other relevant information necessary to verify the number of linear feet claimed.
- 5.2** A list of persons who used the Licensee's facilities in rights-of-way to provide subscription services during the previous 12-month period, of which the Licensee was not aware at time of previous year's reporting and thus did not report
- 5.3** The location of facilities to be installed in authorized County rights-of-way, pursuant to Exhibit B, during the next 12-month period of the Agreement, of which the Licensee is aware at time of reporting.

Upon verification, the Director of Business License shall issue an invoice to the Licensee for annual rental of County rights-of-way in which Licensee has installed its facilities, including current year's and past years' installations, at the rate per linear foot specified in Section 4. The rental fee shall be delivered to the Director of Business License, and made payable to the Clark County Department of Business License, within thirty (30) days of date of invoice.

6. Revocation and Penalties

- 6.1** After providing notice and an opportunity for the Licensee to be heard and a reasonable opportunity to cure, the County Commission may impose fines or penalties upon the Licensee in an amount deemed appropriate by the County Commission, but not exceeding the amount of the security deposit established in Section 9 of this Agreement, if the County Commission finds that the Licensee has failed to comply with the provisions of this Agreement or applicable provisions of Clark County Code Titles 5 and 6. Any such fines or penalties shall be due within thirty (30) days of written notification by County, made payable to the County Treasurer, and delivered to the County's Director of Business License at the County's address indicated in Section 13 of this Agreement. A late charge of five percent (5%) of the fine or penalty imposed shall be assessed if the fine or penalty is not paid within thirty (30) days of the written notification. If a fine or penalty which has been imposed by the County Commission is not paid within thirty (30) days from the date of written notification, Licensee hereby grants the County authorization to deduct the amount of the fine or penalty plus late charges, if any, from the security deposit provided for such purposes, pursuant to Section 9 of this Agreement and Clark County Code Title 5. If at any time the County has drawn upon such security deposit, the Licensee shall within thirty (30) days of notification from the Director of Business License replenish such security deposit to the original minimum amount established in Section 9 of this Agreement.
- 6.2** In addition to the grounds for revocation set forth in Clark County Code Title 5, this Agreement may be revoked if, after providing notice and an opportunity for the Licensee to be heard, and a reasonable opportunity to cure, the County Commission finds that the Licensee failed to make payment of fines or penalties due under this Agreement or to comply with the provisions of this Agreement.

7. Transfers and Assignments

The terms and conditions for transfer and assignment of Rights-of-Way License Agreements pursuant to Clark County Code Chapter 5.01 shall apply to this Agreement. Transfer or assignment of control of this Agreement shall be subject to the same provisions as transfer and assignment of the license itself pursuant to Clark County Code Chapter 5.01.

8. Indemnification

The Licensee shall indemnify, save harmless, and defend the County, its officers and employees in accordance with the indemnification provisions in Clark County Code Chapter 5.01.

9. Insurance and Security for Performance

9.1 The Licensee shall secure, maintain and provide certification of all insurance coverage in the amounts, kinds and form required pursuant to Clark County Code Chapter 5.01 prior to commencement of any work in the County's rights-of-way.

9.2 The Licensee shall provide to the Director of Business License security for performance pursuant to Clark County Code Chapter 5.01, in the amount of two hundred fifty thousand dollars (\$250,000). Licensee hereby grants the County authorization to deduct assessed fines or penalties and late charges, if any, pursuant to Section 6 of this Agreement and Clark County Code Chapter 5.01, from such security deposit.

10. Rights Reserved to County

The County does hereby expressly reserve its rights, powers, and authorities pursuant to Clark County Code Title 5 and as it may be amended. The County expressly reserves the right to amend this Agreement by amendment to the Clark County Code to the maximum extent permitted by law.

11. Severability

If any provision, section, paragraph, sentence, clause, or phrase of this Agreement is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the remaining portions of this Agreement. It is the intent of the Licensee in requesting this Agreement and the County Commission in approving this Agreement that no portion or provision thereof shall become inoperative or fail by reason of any invalidity or unconstitutionality of any other portion or provision, and to this end all provisions of this Agreement are declared to be severable.

12. Gifts

No officer or employee of Licensee shall offer to any officer or employee of the County, either directly or indirectly, any rebate, contribution, gift, money, service without charge, or other thing of value whatsoever, except where given for the use and benefit of the County.

13. Notice

All notices shall be sent to the County or the Licensee at the addresses indicated below. The Licensee shall notify the County's Director of Business License of any change of address within ten (10) working days of such occurrence. Failure to provide notification, and any resulting delay in receipt of notice, shall not excuse the Licensee from any obligation

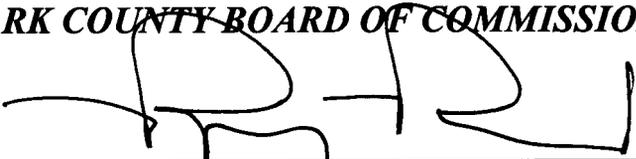
imposed by this Agreement, nor shall it serve as cause for reduction or removal of any restriction, fine or penalty imposed by the County.

COUNTY:
Director of Business License
Clark County Business License
500 S. Grand Central Pkwy, 3rd Fl.
P.O. Box 551810
Las Vegas, NV 89155-1810
(702) 455-4252

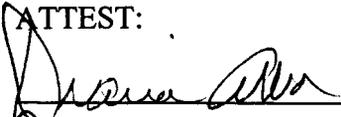
LICENSEE:
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021
(720) 888-4568
Attn: Contract Management /
ROW Dept.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

CLARK COUNTY BOARD OF COMMISSIONERS

By 

RORY REID, Chairman

ATTEST:


BY:
On Behalf of the County Clerk's Office

APPROVED AS TO FORM:
DISTRICT ATTORNEY



By: MARK E. WOOD
Deputy District Attorney

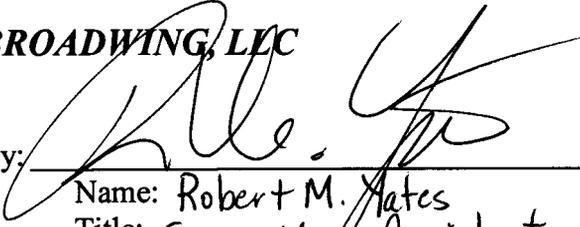
LEVEL 3 COMMUNICATIONS, LLC

By: 

Name: Steven C. Gordon
Title: Senior Director

BROADWING, LLC

By: _____


Name: Robert M. Yates
Title: Senior Vice President

WILTEL COMMUNICATIONS, LLC

By: _____

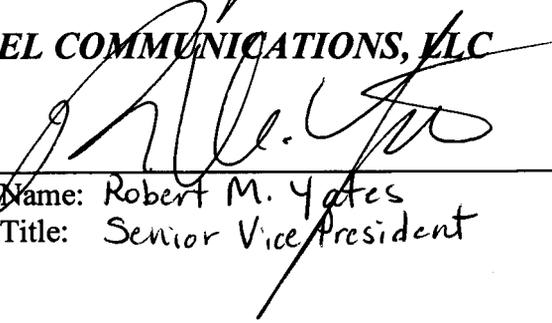

Name: Robert M. Yates
Title: Senior Vice President

EXHIBIT A – Page 1

February 4, 2009

Ms. Lynda Smith
Clark County
500 S. Grand Central Parkway
Las Vegas, NV 89155-1810

**RE: Level 3 Communications, LLC – Rights of Way License Application
Consolidation of affiliate entity Licenses**

Dear Ms. Smith,

Subsequent to our recent conversations concerning the Level 3 Communications, LLC (Level 3) License Agreement, please accept this letter formally requesting issuance of a Revocable Rights-of-Way License Agreement with the Clark County (County) pursuant to NRS 709.060 and Clark County Code Titles 5, 6 and 30. Level 3 requests that the License be issued for a ten (10) year period for all rights-of-way in unincorporated Clark County.

As we have discussed, the proposed Level 3 License Agreement with the County consolidates all previously existing License Agreements for Level 3 and our acquired affiliates; Williams Communications, Inc (WITel), and IXC Telecommunications, Inc (Broadwing). The surviving License holder of the consolidation under the new License will be Level 3 Communications, LLC (Level 3). More information regarding the acquisitions, including SEC filings and annual reports, may be found on our company website at www.Level3.com or through www.sec.gov.

As required by Clark County Code Chapter 5.01, Level 3 provides and states the following:

1. The applicant is "Level 3 Communications, LLC", a telecommunications and information services company that has built and is operating a fiber optic-based telecommunications network optimized for internet technologies. Level 3 is a subsidiary of Level 3 Communications, Inc. Level 3 is a publicly traded company (LVL). Level 3 holds a current Business License from the County, license number 2000002.418.102. A copy of the Business License detail is attached hereto as Exhibit A.
2. Copies of the order and certificate issued by the Public Utilities Commission of Nevada are attached as Exhibit B.

EXHIBIT A – Page 2**Level(3)[™]**
COMMUNICATIONS

There are no agreements or understandings existing between Level 3 and any other person with respect to the applicant acting as an agent or representative of another person regarding use of rights-of-way.

4. Level 3 is a Delaware limited liability company. As of the date of this application,
 - a. Level 3's Directors are: Walter Scott, Jr., James Q. Crowe, Douglas C. Eby, and James O. Ellis, Jr.
 - b. Level 3's Officers are: James Q. Crowe, Jeff K. Storey, Charles C. Miller, III, Sunit Patel, Tom Stortz, Sureel Choksi, Andrew Crouch, Robin Grey, Kevin Hart, James Heard, Grant van Rooyen, Jeff Tench, Michele Vion, and Jack Waters.
5. None of the persons stated above has had a franchise or rights-of-way declined, suspended or revoked.
6. Level 3 is unaware of any person who will use its rights-of-way to provide subscription service.
7. Pursuant to NRS Chapter 709:
 - a. Tim O'Donnell, Right-of-Way Contract Manger is making this application.
 - b. Level 3 is applying for a Rights-of-Way License for its fiber optic-based telecommunications facilities.
 - c. The date of the Public Hearing on this application is February 17, 2009.
 - d. Anyone having objections to the Franchise or Rights-of-Way License must file their objections in writing with the County Clerk prior to the Public Hearing date, or must appear at the Public Hearing to present their objections.

Thank you for your prompt assistance in processing this request. If you have any questions or comments, please do not hesitate to contact me.

Regards,



Tim O'Donnell
ROW Contract Management
Level 3 Communications
o - 720/888-5784
f - 720/888-5254
Tim.odonnell@level3.com

EXHIBIT A - Page 3

PUBLIC UTILITIES COMMISSION OF NEVADA

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Level 3 Communications, LLC

CPC 2384 Sub 1
(supersedes and replaces
CPC 2384)
Docket No. 08-02019

The Public Utilities Commission of Nevada ("Commission") hereby grants Level 3 Communications, LLC the authority to operate as a competitive supplier of telecommunication service within the State of Nevada, pursuant to Assembly Bill 518 passed by the Nevada Legislature in 2007.

Level 3 Communications, LLC is hereby granted this Certificate of Public Convenience and Necessity as evidence of its authority to operate as a competitive supplier of telecommunication service within the State of Nevada. As a condition of this Certificate, Level 3 Communications, LLC shall render reasonably continuous and adequate service to the public within the State of Nevada. Failure to comply with all applicable provisions of the Nevada Revised Statutes; all applicable rules, regulations and orders of the Commission; and any applicable terms, conditions and limitations pertaining to the privileges granted in this Certificate shall comprise sufficient grounds for the suspension or revocation of this Certificate. Nothing contained in this Certificate shall be construed to create a franchise or to constitute the grant of an irrevocable Certificate.

This Certificate of Public Convenience and Necessity supersedes and replaces, in all respects, CPC 2384. CPC 2384 shall be, and the same is hereby, cancelled.

This Certificate of Public Convenience and Necessity shall not be conveyed or transferred without the Commission's prior approval.

Any errors in the drafting of this Certificate of Public Convenience and Necessity may be corrected without further proceedings by the Commission.

By the Commission,

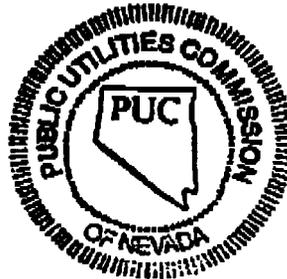
Jo Ann R. Kelly

JO ANN R. KELLY, Chairman

Attest: Crystal Jackson
CRYSTAL JACKSON, Commission Secretary

Dated: Carson City, Nevada

4-3-08
(SEAL)



124
679 5222

ATTN:
LYNDA
SMITH

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business

Individual Partnership Limited Liability Company Corporation Trust Other

Business Name: Level 3 Communications, LLC

(Include d.b.a., if applicable) (Level 3)

Business Address: 1025 Eldorado Blvd
Broomfield, CO 80021

Business Telephone: 720/888-1000

Disclosure of Ownership and Principals:

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. "Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

Full Name	Title
<u>Walter Scott, Jr</u>	<u>Chairman of the Board</u>
<u>James Crowe</u>	<u>CEO</u>
<u>Douglas Eby</u>	<u>Director</u>
<u>James Ellis</u>	<u>Director</u>
<u>Jeff Storey</u>	<u>President & COO</u>
<u>Buddy Miller</u>	<u>Director - Vice Chairman</u>
<u>R. Douglas Bradbury</u>	<u>Director</u>
<u>Richard Jaros</u>	<u>Director</u>
<u>Robert Julian</u>	<u>Director</u>
<u>Michael Mahoney</u>	<u>Director</u>
<u>Albert Yates</u>	<u>Director</u>
<u>Michael Yanney</u>	<u>Director</u>
<u>John T. Reed</u>	<u>Director</u>
<u>Aran Netravall</u>	<u>Director</u>

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.



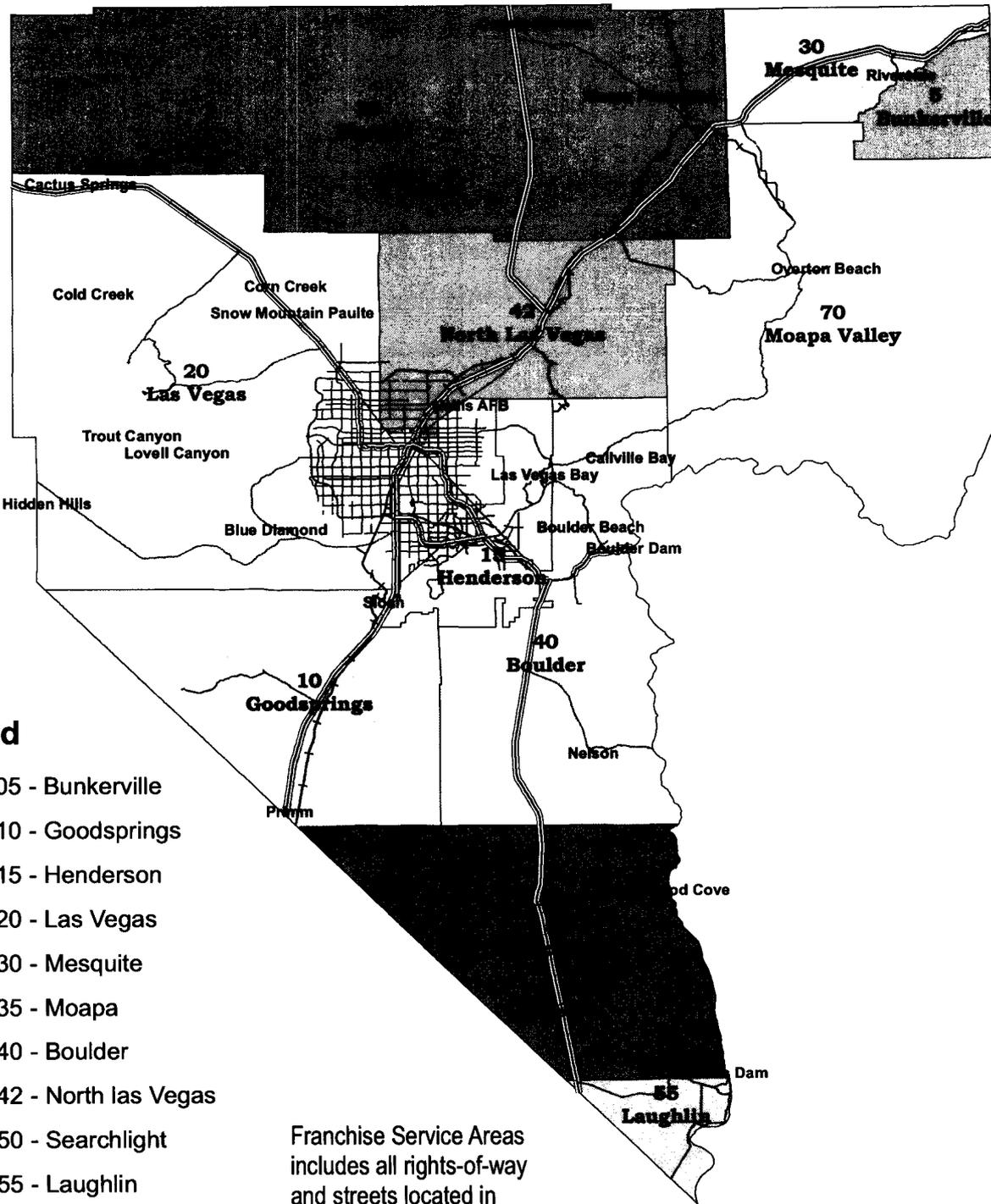
Signature / Capacity

Tim O'Donnell

Print Name
March 3, 2009

Date

Exhibit B



Legend

- 005 - Bunkerville
- 010 - Goodsprings
- 015 - Henderson
- 020 - Las Vegas
- 030 - Mesquite
- 035 - Moapa
- 040 - Boulder
- 042 - North Las Vegas
- 050 - Searchlight
- 055 - Laughlin
- 070 - Moapa Valley

Franchise Service Areas includes all rights-of-way and streets located in Unincorporated Clark County.

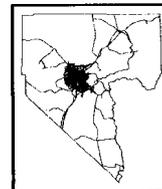
1 inch equals 87,718 feet

Date: August 4, 2008



Exhibit B

Clark County, Nevada



Vicinity Map - No Scale

This information is for display purposes only. No liability is assumed as to the accuracy of the data delineated herein.