

# LEVEL 3 COMMUNICATIONS INC

## FORM 8-K (Current report filing)

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

**Current Report  
Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **October 2, 2011**

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**LEVEL 3 COMMUNICATIONS, INC.**

(Exact Name of Registrant as Specified in Charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**0-15658**  
(Commission File Number)

**47-0210602**  
(I.R.S. Employer  
Identification No.)

**1025 Eldorado Blvd.**  
**Broomfield, Colorado 80021**  
(Address of Principal Executive Offices and Zip Code)

Registrant's telephone number, including area code: **(720) 888-1000**

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## **Introductory Note**

On October 4, 2011, Level 3 Communications, Inc. (the “Company” or “Level 3”) announced that it had completed the transactions contemplated by the Agreement and Plan of Amalgamation (the “Amalgamation Agreement”), dated as of April 10, 2011, by and among the Company, Apollo Amalgamation Sub, Ltd., a Bermuda exempted limited liability company and a wholly owned subsidiary of the Company (“Amalgamation Sub”), and Global Crossing Limited, a Bermuda exempted limited liability company (“Global Crossing”).

### **Item 1.01. Entry into a Material Definitive Agreement**

#### Amendment to the Credit Agreement

On October 4, 2011, in connection with the Amalgamation (as defined below), Level 3 Financing, Inc., a Delaware corporation and a wholly owned subsidiary of the Company (“Level 3 Financing”), entered into a second amendment agreement (the “Second Amendment Agreement”) to the Existing Credit Agreement (as defined below) to increase by \$650 million the aggregate borrowings under the Existing Credit Agreement through the incurrence of an additional Tranche (the “Tranche B II Term Loans”). The Tranche B II Term Loans mature on October 4, 2018 and have an interest rate of, in the case of any Alternate Base Rate Loan (as defined in the Restated Credit Agreement (as defined below)) equal to (i) the greater of (a) the Prime Rate (as defined in the Restated Credit Agreement) in effect on such day and (b) the Federal Funds Effective Rate (as defined in the Restated Credit Agreement) in effect on such day plus ½ of 1% plus (ii) 325 basis points. Any Tranche B II Term Loan that is a Eurodollar Loan (as defined in the Restated Credit Agreement) bears an interest rate equal to London Interbank Offered Rate (LIBOR) plus 425 basis points, with the LIBOR rate set at a minimum of 1.50%.

The Company, as guarantor, Level 3 Financing, as borrower, Merrill Lynch Capital Corporation, as Administrative Agent and Collateral Agent, and certain other agents and certain lenders are party to an amended and restated credit agreement, dated as of April 16, 2009, as amended by that certain First Amendment dated as of May 15, 2009 (the “Existing Credit Agreement”), pursuant to which the lenders have extended to Level 3 Financing Tranche B Term Loans in the aggregate principal amount of \$280 million (the “Tranche B Term Loans”) and a \$1.4 billion Tranche A Term Loan. The Existing Credit Agreement, as further amended and restated by the Second Amendment Agreement is referred to as the “Restated Credit Agreement”.

The net proceeds of the Tranche B II Term Loans of approximately \$650 million were used to consummate the Amalgamation, to refinance certain existing indebtedness of Global Crossing in connection with the consummation of the Amalgamation and for general corporate purposes.

Level 3 Financing’s obligations under the Tranche B II Term Loan are, subject to certain exceptions, secured by certain of the assets of (i) the Company and (ii) certain of the Company’s material domestic subsidiaries which are engaged in the telecommunications business and which were able to grant a lien on their assets without regulatory approval. The Company and certain of its subsidiaries have also guaranteed the obligations of Level 3 Financing under the Tranche B II Term Loan. Level 3 Communications, LLC, a subsidiary of the Company (“Level 3 LLC”) and its material domestic subsidiaries have guaranteed and, subject to certain exceptions, pledged certain of their assets to secure the obligations under the Tranche B II Term Loan.

No changes have been made to any of the restrictive covenants or events of default contained in the Existing Credit Agreement.

The foregoing description of the Second Amendment Agreement does not purport to be complete and is qualified in its entirety by reference to the Second Amendment Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

In addition to the Second Amendment Agreement, in connection with incurrence of the Tranche B II Term Loans, Level 3 Financing and Level 3 LLC entered into the Amended and Restated Loan Proceeds Note, filed as Exhibit 10.2 to this Current Report on Form 8-K.

#### Notes Assumption

On June 9, 2011, Level 3 Escrow, Inc., an indirect, wholly owned subsidiary of Level 3 (“Level 3 Escrow”), entered into an indenture (the “Indenture”) with The Bank of New York Mellon Trust Company, N.A., as trustee, in connection with Level 3 Escrow’s issuance of \$600 million in aggregate principal amount of its 8.125% Senior Notes due 2019 (the “Initial Senior Notes”). On July 28, 2011, Level 3 Escrow issued an additional \$600 million aggregate principal amount of its 8.125% Senior Notes due 2019 (the “Additional Senior Notes”) under the Indenture. The Initial Senior Notes and the Additional Senior Notes are treated as a single series of Notes under the Indenture (together, the “8.125% Senior Notes”). The proceeds from the issuance of the 8.125% Senior Notes were deposited into an escrow account by Level 3 Escrow.

On October 4, 2011, following the consummation of the Amalgamation, the contribution by the Company of the shares of Level 3 GC Limited (as defined below) to Level 3 Financing (as described further below) and the satisfaction of certain escrow conditions, the 8.125% Senior Notes were assumed by Level 3 Financing (the “Notes Assumption”), and the funds were released from the escrow account. On October 4, 2011, Level 3 Financing entered into a Supplemental Indenture (the “Securities Assumption Supplemental Indenture”), dated as of October 4, 2011, to the Indenture with Level 3 Financing, Level 3, and The Bank of New York Mellon Trust Company, N.A., as trustee, providing for the assumption by Level 3 Financing of the obligations of Level 3 Escrow under the 8.125% Senior Notes and the Indenture and the unconditional guarantee by Level 3 of Level 3 Financing’s obligations under the Indenture and the 8.125% Senior Notes. The Securities Assumption Supplemental Indenture is filed as Exhibit 4.1 to this Current Report on Form 8-K. and is incorporated by reference herein.

The 8.125% Senior Notes are senior unsecured obligations of Level 3 Financing, ranking equal in right of payment with all other senior unsecured indebtedness of Level 3 Financing, and Level 3 is a guarantor of the 8.125% Senior Notes. The 8.125% Senior Notes mature on July 1, 2019. Interest on the 8.125% Senior Notes is payable on January 1 and July 1 each year, beginning on January 1, 2012.

The net proceeds from the offerings were used to refinance certain existing indebtedness of Global Crossing in connection with the closing of the Amalgamation and for general corporate purposes.

The 8.125% Senior Notes are subject to redemption at the option of Level 3 Financing, in whole or in part, at any time or from time to time, upon not less than 30 nor more than 60 days’ prior notice, (i) prior to July 1, 2015, at 100% of the principal amount of 8.125% Senior Notes so redeemed plus (A) the applicable make-whole premium set forth in the Indenture, as of the redemption date and (B) accrued and unpaid interest thereon (if any) up to, but not including, the redemption date, and (ii) on and after April 1, 2015, at the redemption prices set forth below (expressed as a percentage of principal amount), plus accrued and unpaid interest thereon (if any) up to, but not including the redemption date. The redemption price for the 8.125% Senior Notes if redeemed during the twelve months beginning (i) April 1, 2015 is 104.063%, (ii) April 1, 2016 is 102.031% and (iii) April 1, 2017 and thereafter is 100.0%.

At any time or from time to time and on or prior to April 1, 2014, up to 35% of the original aggregate principal amount of the 8.125% Senior Notes may be redeemed at a redemption price equal to 108.125% of the principal amount of the 8.125% Senior Notes so redeemed, plus accrued and unpaid interest thereon (if any) up to, but not including the redemption date, with the net cash proceeds contributed to the capital of Level 3 Financing from one or more private placements of Level 3 or underwritten public offerings of common stock of Level 3 resulting, in each case, in gross proceeds of at least \$100 million in the aggregate. However, at least 65% of the original aggregate principal amount of the 8.125% Senior Notes must remain outstanding immediately after giving effect to such redemption. Any such redemption shall be made within 90 days following such private placement or public offering upon not less than 30 nor more than 60 days' prior notice.

The offering of the 8.125% Senior Notes was not registered under the Securities Act of 1933, as amended, and the 8.125% Senior Notes may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements. The 8.125% Senior Notes were sold to "qualified institutional buyers" as defined in Rule 144A under the Securities Act of 1933, as amended, and non-U.S. persons outside the United States under Regulation S under the Securities Act of 1933, as amended.

On October 4, 2011, Level 3, Level 3 Financing and the initial purchasers of the 8.125% Senior Notes entered into registration rights agreements (the "Registration Agreements") regarding the Initial Senior Notes and Additional Senior Notes, respectively, pursuant to which Level 3 and Level 3 Financing agreed, among other things, to file an exchange offer registration statement with the SEC.

The Registration Agreements are filed as Exhibit 4.2 and Exhibit 4.3 to this Current Report on Form 8-K and are incorporated herein by reference. The descriptions of the material terms of the Registration Agreements are qualified in their entirety by reference to such exhibits.

The Indenture governing the 8.125% Senior Notes was filed with Securities and Exchange Commission ("SEC") as Exhibit 4.1 to the Current Report on Form 8-K filed by Level 3 on June 13, 2011.

#### **Item 2.01. Completion of Acquisition or Disposition of Assets**

On October 4, 2011, Amalgamation Sub and Global Crossing amalgamated in accordance with Bermuda law (the "Amalgamation") and continued as a Bermuda exempted limited liability company ("Level 3 GC Limited"). Upon the effectiveness of the Amalgamation, the property of each of Global Crossing and Amalgamation Sub became the property of Level 3 GC Limited, Level 3 GC Limited continued to be liable for the obligations of Global Crossing and Amalgamation Sub, and the existence of each of Amalgamation Sub and Global Crossing as a separate legal entity ceased.

Upon the effectiveness of the Amalgamation (the "Effective Time"), Level 3 GC Limited became a wholly owned subsidiary of the Company. Immediately following the Effective Time, Level 3 contributed to Level Financing all of the shares it held in Level 3 GC Limited, and Level 3 GC Limited became a wholly owned subsidiary of Level 3 Financing.

Pursuant to the terms of the Amalgamation Agreement, (i) each issued and outstanding common share of Global Crossing, par value \$0.01 per share ("Global Crossing Common Stock"), other than shares held by Level 3 or Global Crossing, was exchanged for 16 shares of the Company's common stock, par value \$0.01 per share ("Company Common Stock"), including the associated rights under the Company's Rights Agreement with Wells Fargo Bank, N.A., as rights agent, (the "Amalgamation Consideration") and (ii) each issued and outstanding share of Global Crossing's 2% cumulative senior convertible preferred stock, par value \$0.10 per share ("Global Crossing Preferred Stock"), was exchanged for the Amalgamation Consideration, plus an amount equal to the aggregate accrued and unpaid dividends

thereon. In addition, (i) the issued and outstanding options to purchase Global Crossing Common Stock were exchanged into options to purchase Company Common Stock and (ii) the issued and outstanding restricted stock units covering Global Crossing Common Stock, to the extent applicable in accordance with their terms, vested and will settle for Company Common Stock.

As a result of the Amalgamation, the Company is issuing approximately 1.3 billion shares of Company Common Stock to former holders of Global Crossing Common Stock and Global Crossing Preferred Stock and Level 3 is redeeming and discharging approximately \$1.35 billion of Global Crossing's outstanding consolidated debt. The shares of Global Crossing Common Stock, which previously traded under the symbol "GLBC," ceased trading on the NASDAQ Global Select Market ("NASDAQ") before the open of trading on October 4, 2011 and were delisted from NASDAQ as of October 5, 2011.

The foregoing description of the Amalgamation Agreement and the Amalgamation does not purport to be complete and is qualified in its entirety by reference to the Amalgamation Agreement, which was filed as Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on April 14, 2011 and is incorporated herein by reference.

**Item 2.03. Creation of Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information contained in Item 1.01 of this Current Report on Form 8-K is incorporated by reference herein.

**Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing**

On October 2, 2011, the Board of Directors authorized the Company to transfer the listing of the Company Common Stock from NASDAQ to the New York Stock Exchange ("NYSE"). The Company Common Stock has been authorized for listing and is scheduled to begin trading on the NYSE on October 20, 2011, under its current ticker symbol "LVL.T." The Company will continue to trade on NASDAQ until the transfer is complete.

In conjunction with listing on NYSE, and as previously approved by the Company's stockholders, the Board of Directors has approved a 1-for-15 reverse stock split of the Company Common Stock. The Company anticipates that the reverse stock split would be effective after the close of trading on October 19, 2011 and that the Company Common Stock would begin trading on a split-adjusted basis on the NYSE at the opening of trading on October 20, 2011.

Upon the effectiveness of the reverse stock split, every 15 shares of issued and outstanding Company Common Stock would be automatically combined into one issued and outstanding share of Company Common Stock without any change in the par value per share. This would reduce the number of outstanding shares of Company Common Stock (after giving effect to the consummation of the Amalgamation) from approximately 3.1 billion to approximately 207 million and the number of authorized shares of Company Common Stock from approximately 4.4 billion to 293 million. Proportional adjustments would be made to the Company's outstanding convertible debt, warrant, equity awards and to its equity compensation plans to reflect the reverse stock split. Company stockholders holding certificated shares will receive instructions from Wells Fargo Shareowner Services, the Company's transfer agent, regarding the exchange of outstanding pre-split stock certificates for book-entry shares of Company Common Stock reflecting the reverse stock split. No fractional shares will be issued in connection with the reverse stock split. Following the completion of the reverse stock split,

Level 3's transfer agent will aggregate all fractional shares that otherwise would have been issued as a result of the reverse stock split and those shares will be sold by the transfer agent into the market. Stockholders who would otherwise hold a fractional share of Company Common Stock will receive a cash payment from the proceeds of that sale in lieu of such fractional share.

On October 4, 2011, the Company issued a press release announcing, among other things, the transfer of the listing to the NYSE and the reverse stock split. A copy of such press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

### **Item 3.03. Material Modification to Rights of Security Holders**

To the extent required by Item 3.03 of Form 8-K, the information contained in Items 2.01, 3.01 and 5.03 of this Current Report on Form 8-K is incorporated by reference herein.

### **Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

As previously announced, in connection with the Amalgamation Agreement, on April 10, 2011, Global Crossing's controlling shareholder, STT Crossing Ltd. ("STT Crossing"), entered into a Stockholder Rights Agreement with the Company (the "Stockholder Agreement"), which became effective upon closing of the Amalgamation.

Upon consummation of the Amalgamation: (i) six members of the Board of Directors of the Company (the "Board of Directors") resigned from the Board of Directors (R. Douglas Bradbury, Douglas C. Eby, Robert E. Julian, Rahul N. Merchant, Arun Netravali and Michael B. Yanney) and (ii) the size of the Board of Directors was decreased from 14 to 11 members. Following the consummation of the Amalgamation, effective at 5:00 PM NY time on October 4, 2011, Archie Clemins, Peter Seah Lim Huat and Lee Theng Kiat, each designated by STT Crossing pursuant to the terms and conditions of the Stockholder Agreement and each a former member of the Global Crossing board of directors (the "STT Designees"), were appointed to the Board of Directors. Mr. Clemins has been appointed to serve on the Audit Committee and to serve as the Chairperson of the Strategic Planning Committee of the Board of Directors, Mr. Seah has been appointed to serve on the Compensation Committee of the Board of Directors, and Mr. Lee has been appointed to serve on the Nominating and Governance Committee of the Board of Directors.

A brief biography of each of the STT Designees is below:

Mr. Clemins has been, since January 2000, the owner and President of Caribou Technologies, Inc., an international consulting firm, and concentrates on the transition and integration of commercial technology to the government sectors, both in the United States and Asia. From 2008 to April 2011, he served as a director of Cyalume Technology Holdings, Inc. He served as a director of Global Crossing from December 2003 until the Amalgamation. In addition to serving on the boards of other technology, nonprofit and venture capital concerns, Mr. Clemins is a Venture/Limited Partner with Highway 12 Ventures. As an officer of the United States Navy from 1966 through December 1999, Mr. Clemins' active duty service included command of the attack submarine USS Pogy (SSN-647), Commander, U.S. Seventh Fleet, and Admiral and the 28th Commander of the U.S. Pacific Fleet.

Since January 2005, Mr. Seah has been a member of the Temasek Advisory Panel of Temasek Holdings (Private) Limited, and since November 2004 he has been a Deputy Chairman of the board of directors of STT Communications Ltd. He served as vice chairman of the Board of Directors of Global Crossing from

December 2003 until the Amalgamation. From December 2001 until December 2004, he was President and Chief Executive Officer of Singapore Technologies Pte Ltd and also a member of its board of directors. Before joining Singapore Technologies Pte Ltd in December 2001, he was a banker for the prior 33 years, retiring as Vice Chairman & Chief Executive Officer of Overseas Union Bank in September 2001. Mr. Seah has been Chairman of Singapore Technologies Engineering Ltd since 2002. He also has served on the boards of CapitaLand Limited since 2001, StarHub Ltd and STATS ChipPAC Ltd. since 2002 and LaSalle Foundation Limited since 2007. In addition, Mr. Seah has served on the boards of the DBS Bank Ltd and DBS Group Holdings Ltd since 2009. He also served on the boards of SembCorp Industries Ltd from 1998 to 2010, PT Indosat Tbk from 2002 to 2008, Singapore Technologies Telemedia Pte Ltd (“STT”) from 2004 to 2010 and Bank of China Limited from 2006 to 2010.

Mr. Lee has been President and Chief Executive Officer of STT since 1994 and a director of STT Communications Ltd since 1998. He served as a director of Global Crossing from December 2003 until the Amalgamation. He joined Singapore Technologies Pte Ltd in 1985 and has held various senior Singapore Technologies Pte Ltd positions including directorships in Legal and Strategic Business Development. In 1993, following Singapore Technologies’ decision to enter the telecommunications sector, Mr. Lee spearheaded the creation of STT as a new business area for Singapore Technologies. Mr. Lee, a lawyer by training, began his career as an officer of the Singapore Legal Service, remaining with that entity for more than eight years. Mr. Lee also has served on the board of directors of several publicly listed companies including StarHub Ltd and TeleChoice International Limited since 1998. In addition, he previously served on the boards of Equinix, Inc. from 2002 to 2005, PT Indosat Tbk from 2002 to 2008 and Global Voice Group Limited from 2000 to 2006.

The STT Designees will be compensated for their services on the Board of Directors in the same manner as the other Board of Directors members.

In connection with the Amalgamation, Michael J. Mahoney was appointed to the Audit Committee of the Board of Directors.

#### **Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

In connection with the Amalgamation, the Board of Directors approved an amendment to its Amended and Restated By-Laws (the “By-Laws”) to establish the government security committee of the Board of Directors (the “Government Security Committee”), effective as of October 5, 2011. The Government Security Committee’s role will be, among other things, to ensure the implementation within the Company of certain procedures, organizational matters and other aspects pertaining to the security and safeguarding of classified and controlled unclassified information, including the exercise of appropriate oversight and monitoring of the Company’s operations to ensure that such protective measures are effectively maintained and implemented. James Ellis, James Crowe and Charles Miller have been appointed to serve as the initial members of the Government Security Committee. The Amended and Restated By-Laws are attached as Exhibit 3.1 hereto and incorporated herein by reference.

In connection with the Amalgamation, and as previously approved by the Company stockholders, on October 3, 2011, the Company amended its Restated Certificate of Incorporation by filing a Certificate of Amendment (the “Certificate of Amendment”) with the Secretary of State of the State of Delaware to increase to 4.41 billion the number of shares of authorized Company Common Stock (prior to giving effect to the reverse stock split described above). A copy of the Certificate of Amendment is attached as Exhibit 3.2 hereto and incorporated herein by reference.



**Item 8.01. Other Events.**

On October 4, 2011, the Company and Global Crossing issued a joint press release announcing, among other things, the consummation of the Amalgamation. A copy of such press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits***(a) Financial statements of business acquired .*

The Company intends to file the unaudited consolidated financial statements of Level 3 as required by this Item 9.01(a) under cover of Form 8-K/A no later than 71 calendar days after the date this Current Report on Form 8-K was required to be filed.

*(b) Pro Forma Financial Information.*

The Company intends to file pro forma financial information as required by this Item 9.01(b) under cover of Form 8-K/A no later than 71 calendar days after the date this Current Report on Form 8-K was required to be filed.

*(d) Exhibits. The following exhibits are filed herewith:*

<b>Exhibit Number</b>	<b>Description</b>
3.1	Amended and Restated By-Laws
3.2	Certificate of Amendment to the Restated Certificate of Incorporation
4.1	Securities Assumption Supplemental Indenture, dated as of October 4, 2011, among Level 3 Financing, Inc., Level 3 Communications, Inc., and The Bank of New York Mellon Trust Company, N.A., as trustee
4.2	Registration Agreement, dated as of October 4, 2011, among Level 3 Communications, Inc., Level 3 Financing, Inc. and Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Deutsche Bank Securities Inc., Morgan Stanley & Co. LLC and Credit Suisse (USA) LLC, relating to the 8.125% Senior Notes due 2019 issued on June 9, 2011
4.3	Registration Agreement, dated as of October 4, 2011, among Level 3 Communications, Inc., Level 3 Financing, Inc. and Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Deutsche Bank Securities Inc., Morgan Stanley & Co. LLC and Credit Suisse (USA) LLC, relating to the 8.125% Senior Notes due 2019 issued on July 28, 2011
10.1	Second Amendment Agreement to Amended and Restated Credit Agreement, dated as of October 4, 2011, among Level 3 Communications, Inc., Level 3 Financing, Inc., the Lenders party thereto and Merrill Lynch Capital Corporation
10.2	Second Amended and Restated Loan Proceeds Note, dated October 4, 2011, issued by Level 3 Communications, LLC to Level 3 Financing, Inc.
99.1	Press Release, dated October 4, 2011

## **SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

### **LEVEL 3 COMMUNICATIONS, INC.**

Dated: October 6, 2011

By: /s/ Neil J. Eckstein

Name: Neil J. Eckstein

Title: Senior Vice President, Assistant General Counsel

**AMENDED AND RESTATED  
BY-LAWS  
OF  
LEVEL 3 COMMUNICATIONS, INC.**

**ARTICLE I.  
OFFICES**

SECTION 1.1. REGISTERED OFFICE AND AGENT. The registered office of Level 3 Communications, Inc. (the "Corporation") is at 2711 Centerville Road Suite 400, Wilmington, New Castle County, Delaware, 19808. The registered agent at that address is Corporation Service Company.

SECTION 1.2. OTHER OFFICES. The Corporation may have other offices from time to time as the directors may designate or as the business may require.

**ARTICLE II.  
STOCKHOLDERS**

SECTION 2.1. ANNUAL MEETINGS. The annual meeting of stockholders shall be held at such place, date, and time as is designated by the Board of Directors. At this meeting, directors shall be elected and any other proper business may be transacted.

SECTION 2.2. SPECIAL MEETINGS. Special meetings of the stockholders of the Corporation may be called for any purpose or purposes by the Chairman of the Board, the Chief Executive Officer, the President or by a majority of the directors. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice of the meeting.

SECTION 2.3. PLACE OF MEETINGS. Meetings of stockholders shall be held at such place, either within or without the State of Delaware, as shall be designated by those calling the meeting.

SECTION 2.4. NOTICES OF MEETINGS. A written notice shall be given to each stockholder entitled to vote at the meeting not less than 10 nor more than 60 days before each annual or special meeting. The notice shall state the place, date, and hour of the meeting. The notice of a special meeting shall state the purposes for which the meeting has been called. Written notices may be given by either personal delivery or mail. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation. No notice is required to be given to a stockholder to whom notices of two consecutive annual meetings (and any other written notice sent between those meetings) have been mailed addressed to that person at his address as shown on the corporate records and have been returned undeliverable.

SECTION 2.5. WAIVER OF NOTICE. A written waiver, signed by a stockholder, whether before or after an annual or special meeting, shall be equivalent to the giving of such notice. Attendance by a stockholder, without objection to the notice, whether in person or by proxy, at an annual or special meeting shall constitute waiver of notice of such meeting.

SECTION 2.6. VOTING LIST. At least ten days before each stockholders' meeting, the Secretary shall prepare a complete list of stockholders entitled to vote at such meeting. Arranged in alphabetical order, the list shall show the name, address, and number of shares of each stockholder entitled to vote. For at least 10 days before the meeting, the list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, at the principal business office of the Company located in Broomfield, Colorado. The list shall also be available at the meeting for inspection by any stockholder present.

SECTION 2.7. RECORD DATE. The Board of Directors may fix a record date to determine which stockholders are entitled to: (a) notice of a stockholders' meeting; (b) vote at a stockholders' meeting; (c)

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receive payment for a dividend; (d) receive a distribution or allotment of rights; (e) exercise any rights in respect of any change, conversion, or exchange of stock; or (f) notice for the purpose of any other lawful action. The record date shall not be less than 10 nor more than 60 days before any such action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however*, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 2.8. PROXY. Each stockholder eligible to vote may authorize another person or persons to act for him by proxy. No proxy shall be valid after three years from its date, unless the proxy provides for a longer period.

SECTION 2.9. VOTING RIGHTS. Unless otherwise provided in the Corporation's Restated Certificate of Incorporation, each stockholder eligible to vote shall have one vote for each share of capital stock held by such stockholder.

SECTION 2.10. QUORUM AND REQUIRED VOTE. A majority of the shares entitled to vote, present in person or represented by proxy, shall constitute a quorum at a meeting of stockholders. Unless otherwise required by the Corporation's Restated Certificate of Incorporation or by statute, the affirmative vote of the majority of shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders. However, if less than a quorum but more than one-third of all shares eligible to vote is present at a scheduled meeting, a majority of the shares present may adjourn the scheduled meeting.

SECTION 2.11. ADJOURNED MEETINGS. No new notice is required if the time and place of the adjourned meeting is announced at the meeting at which the adjournment is taken and if the adjournment is for not more than 30 days. At an adjourned meeting, the stockholders may transact any business which might have been transacted at the original meeting.

SECTION 2.12. NO ACTION WITHOUT A MEETING. Any action required or permitted at a stockholders' meeting may be taken only upon the vote of the stockholders at an annual or special meeting duly noticed and called, and may not be taken by a written consent of the stockholders.

#### SECTION 2.13. CONDUCT OF MEETINGS.

(a) The Chief Executive Officer of the Corporation shall preside at each meeting of the stockholders. In the absence of the Chief Executive Officer, the meeting shall be chaired by an other officer of the Corporation in accordance with the following order: Chairman of the Board, Vice Chairman, President, any Executive Vice President, any Senior Vice President and any Vice President. In the absence of any of such officers, the meeting shall be chaired by a person chosen by a majority in interest of the stockholders present in person or represented by proxy and entitled to vote thereat, who shall act as chairman. The Secretary or in his or her absence an Assistant Secretary or a person whom the chairman of the meeting shall appoint shall act as secretary of the meeting and keep a record of the proceedings thereof.

(b) The Board of Directors shall be entitled to make such rules or regulations for the conduct of meeting of stockholders as it shall deem necessary, appropriate or convenient. Subject to such rules and regulations of the Board of Directors, if any, the chairman of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of the chairman, are necessary, appropriate or convenient for the proper conduct of the meeting including, without limitation, establishing an agenda or order of business for the meeting, rules and procedures for maintaining order at the meeting and the safety of those present, limitations on participation in such meeting to stockholders of record of the Corporation and their duly authorized and constituted proxies, and such other persons as the chairman shall permit, restrictions on entry to the meeting after the time fixed for the commencement thereof, limitations on the time allotted to questions or comment by participants and regulation of the opening and closing of the ballot. Unless, and to the extent, determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with rules of parliamentary procedure.

## SECTION 2.14. ADVANCE NOTIFICATION OF BUSINESS TO BE TRANSACTED AT STOCKHOLDER MEETINGS.

(a) No business may be transacted at an annual meeting of stockholders, other than business that is either (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors (or any duly authorized committee thereof), (b) otherwise properly brought before the annual meeting by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (c) otherwise properly brought before the annual meeting by any stockholder of the Corporation (i) who is a stockholder of record on the date of the giving of the notice provided for in this section and on the record date for the determination of stockholders entitled to vote at such annual meeting and (ii) who complies with the notice procedures set forth in this section.

(b) In addition to any other applicable requirements for business to be properly brought before an annual meeting by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary.

(c) To be timely, a stockholder's notice to the Secretary must be delivered to or mailed and received at the principal executive office of the Corporation not less than 60 days nor more than 90 days prior to the anniversary date of the immediately preceding annual meeting of stockholders; *provided, however*, that in the event that the annual meeting is called for a date that is not within 30 days before or after such anniversary date, notice by the stockholder in order to be timely must be so received not later than the close of business on the tenth day following the day on which such notice of the date of the annual meeting was mailed or public disclosure of the date of the annual meeting was made, whichever first occurs.

(d) To be in proper written form, a stockholder's notice to the Secretary must set forth as to each matter such stockholder proposes to bring before the annual meeting (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (ii) the name and record address of such stockholder, (iii) the class or series and number of shares of capital stock of the Corporation which are owned beneficially or of record by such stockholder, (iv) a description of all arrangements or understandings between such stockholder and any other person or persons (including their names and addresses) in connection with the proposal of such business by such stockholder and any material interest of such stockholder in such business and (v) a representation that such stockholder intends to appear in person or by proxy at the annual meeting to bring such business before the meeting.

(e) No business shall be conducted at the annual meeting of stockholders except business brought before the annual meeting in accordance with the procedures set forth in this section; *provided, however*, that, once business has been properly brought before the annual meeting in accordance with such procedures, nothing in this section shall be deemed to preclude discussion by any stockholder of any such business. If the chairman of an annual meeting determines that business was not properly brought before the annual meeting in accordance with the foregoing procedures, the chairman shall declare to the meeting that the business was not properly brought before the meeting and such business shall not be transacted.

## ARTICLE III. DIRECTORS

SECTION 3.1. GENERAL POWERS. The business and affairs of this Corporation shall be managed by its Board of Directors.

SECTION 3.2. NUMBER AND QUALIFICATIONS. The Board of Directors shall fix, by resolution from time to time, the number of directors which shall constitute the whole Board of Directors; *provided, however*, that such number shall be no fewer than six and no more than fifteen. Directors need not be stockholders.

SECTION 3.3. ELECTION AND TERM. At each annual meeting of the stockholders of the Corporation, the date of which shall be fixed by or pursuant to these By-Laws, the directors shall be elected to hold office for a term of one (1) year and until such director's successor is elected and qualified or until such director's

earlier resignation or removal. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

**SECTION 3.4. VACANCIES.** Vacancies, however resulting, and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director. Any director elected to fill such a vacancy or newly created directorship shall hold office until the next annual meeting of stockholders of the Corporation.

**SECTION 3.5. REMOVAL.** Subject to any rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, any director, or the entire Board of Directors, may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of at least a majority of the outstanding stock entitled to vote thereon.

**SECTION 3.6. ANNUAL MEETINGS.** The Board of Directors may provide by resolution for the time and place of annual meetings of the Board of Directors, without notice other than such resolution.

**SECTION 3.7. REGULAR MEETINGS.** The Board of Directors may provide by resolution for the time and place of regular meetings of the Board of Directors, without notice other than such resolution.

**SECTION 3.8. SPECIAL MEETINGS.** Special meetings of the Board of Directors shall be called by the Chairman of the Board, the Chief Executive Officer, the President or by a majority of the directors. The person(s) calling the meeting may fix the specific time and place of the meeting.

**SECTION 3.9. NOTICE OF MEETING.** Notice of any special meeting of the Board of Directors shall be given to each director at his business or residence in writing or by telegram or by telephone communication or by facsimile transmission or by e-mail transmission. If mailed, such notice shall be deemed adequately delivered when deposited in the United States mails so addressed, with postage thereon prepaid, at least five days before such meeting. If by telegram, such notice shall be deemed adequately delivered when the telegram is delivered to the telegraph company at least twenty-four hours before such meeting. If by telephone or by e-mail transmission, the notice shall be given at least twelve hours prior to the time set for the meeting. If by facsimile transmission, the notice shall be deemed adequately delivered if transmitted at least twenty-four hours before such meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice of such meeting, except for amendments to these By-laws as provided under Article IX hereof. A meeting of the Board of Directors may be held at any time without notice if all the directors are present or if those not present waive notice of the meeting in writing, either before or after such meeting.

**SECTION 3.10. WAIVER OF NOTICE.** A written waiver, signed by the director, whether before or after the meeting of the Board of Directors, shall be equivalent to the giving of such notice. Attendance by a director, without objection to the notice, at a meeting of the Board of Directors shall constitute waiver of notice of such meeting.

**SECTION 3.11. TELEPHONE PARTICIPATION.** Directors may participate in a meeting of the Board of Directors by means of conference telephone or similar communications equipment if all persons participating in the meeting can hear each other. Participation in a meeting of this kind shall constitute presence in person at the meeting.

**SECTION 3.12. QUORUM AND VOTING.** A majority of the whole Board of Directors shall constitute a quorum for the transaction of business. The vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the vote of a greater number is required by statute, the Corporation's Restated Certificate of Incorporation, or these By-laws.

**SECTION 3.13. ACTION WITHOUT A MEETING.** Any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action taken, is signed by all directors.

SECTION 3.14. COMPENSATION. By resolution of the Board of Directors, a director may be paid a fixed sum, and any expenses, for an annual retainer or for attendance at a meeting of the Board of Directors as set forth in such resolution. No such payment shall preclude a director from receiving compensation for serving the Corporation in any other capacity.

SECTION 3.15. NOMINATION OF DIRECTORS.

(a) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation. Nominations of persons for election to the Board of Directors may be made at any annual meeting of stockholders, or at any special meeting of stockholders called for the purpose of electing directors, (i) by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (ii) by any stockholder of the Corporation (1) who is a stockholder of record on the date of the giving of the notice provided for in this section and on the record date for the determination of stockholders entitled to vote at such meeting and (2) who complies with the notice procedures set forth in this section.

(b) In addition to any other applicable requirements, for a nomination to be made by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary of the Corporation.

(c) To be timely, a stockholder's notice to the Secretary must be delivered to or mailed and received at the principal executive office of the Corporation (i) in the case of an annual meeting, not less than 60 days nor more than 90 days prior to the anniversary date of the immediately preceding annual meeting of stockholders; *provided, however*, that in the event that the annual meeting is called for a date that is not within 30 days before or after such anniversary date, notice by the stockholder in order to be timely must be so received not later than the close of business on the tenth day following the day on which such notice of the date of the annual meeting was mailed or public disclosure of the date of the annual meeting was made, whichever first occurs and (ii) in the case of a special meeting of stockholders called for the purpose of electing directors, not later than the close of business on the tenth day following the day on which notice of the date of the special meeting was mailed or public disclosure of the date of the special meeting was made, whichever first occurs.

(d) To be in proper written form, a stockholder's notice to the Secretary must set forth (i) as to each person whom the stockholder proposes to nominate for election as a director (1) the name, age, business address and residence address of the person, (2) the principal occupation or employment of the person, (3) the class or series and number of shares of capital stock of the Corporation which are owned beneficially or of record by the person and (4) any other information relating to the person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitation of proxies for election of directors pursuant to Section 14 of the Securities Exchange Act of 1934 (the "Exchange Act"), and the rules and regulations promulgated thereunder, and (ii) as to the stockholder giving the notice (1) the name and record address of such stockholder, (2) the class or series and number of shares of capital stock of the Corporation which are owned beneficially or of record by such stockholder, (3) a description of all arrangements or understandings between such stockholder and each proposed nominee and any other person or persons (including their names and addresses) pursuant to which the nominations(s) are to be made by such stockholder, (4) a representation that such stockholder intends to appear in person or by proxy at the meeting to nominate the persons named in its notice and (5) any other information relating to such stockholder that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitation of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder. Such notice must be accompanied by a written consent of each proposed nominee to being named as a nominee and to serve as a director if elected.

(e) No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth in this section. If the chairman of the meeting determines that a nomination was not made in accordance with the foregoing procedures, the chairman shall declare to the meeting that the nomination was defective and such defective nomination shall be disregarded.

**ARTICLE IV.  
BOARD COMMITTEES**

**SECTION 4.1. FORMATION OF COMMITTEES.** The Board of Directors by resolution may create committees, each consisting of one or more directors, which committees shall hold office for such time and have such powers and perform such duties as may from time to time be assigned to them by the Board of Directors. Four committees have previously been formed: the compensation committee, the audit committee, the nominating and governance committee and the government security committee.

**SECTION 4.2. COMPENSATION COMMITTEE.** The compensation committee shall have the duties to recommend to the Board of Directors: (a) the base salary or wage ranges of all employees; (b) the amounts and forms of compensation, including fringe benefits and bonuses, as well as stock options and incentive compensation rights that apply or may apply to employees; (c) the adoption and implementation of any new or modified forms of compensation; (d) the suspension, elimination or restriction of any presently existing forms of compensation; and (e) plans concerning the orderly succession of officers and key management personnel. In addition, the compensation committee shall have the duties outlined in its written charter as in effect from time to time and as approved by the Board of Directors and may delegate authority to one or more persons to act on its behalf, whether pursuant to a power of attorney or otherwise, in a manner consistent with the Corporation's established policies regarding such delegations of authority.

**SECTION 4.3. AUDIT COMMITTEE.** None of the members of the audit committee shall be directly involved in the supervision or management of the financial affairs of this Corporation or any of its subsidiaries.

(a) The books, records, and accounts of the Corporation may be audited periodically by independent public accountants. In connection with the audit process, the audit committee shall have the duties outlined in its written charter as in effect from time to time and as approved by the Board of Directors.

(b) The audit committee shall meet periodically with the staff responsible for the Corporation's financial and accounting matters to review and discuss the scope of internal accounting procedures and controls then in effect and the extent to which any recommendations made by the independent public accountants or any internal auditors have been implemented.

(c) The audit committee shall direct and supervise any investigation into any matter brought to its attention within the scope of its duties which it believes is necessary. The audit committee may retain outside consultants in connection with any such investigation.

(d) The audit committee shall monitor business practices of the Corporation as set forth in the written policies of the Corporation, such as compliance with antitrust policies and other policies, as directed by the Board of Directors.

(e) The audit committee may delegate authority to one or more persons to act on its behalf, whether pursuant to a power of attorney or otherwise, in a manner consistent with the Corporation's established policies regarding such delegations of authority.

**SECTION 4.4. NOMINATING AND GOVERNANCE COMMITTEE.** The nominating and governance committee shall have the duties to: (a) consider and make recommendations to the Board of Directors concerning the appropriate size, functions and policies of the Board of Directors; (b) recommend to the Board of Directors the size and functions of the various committees of the Board of Directors; and (c) recommend to the Board of Directors corporate governance principles for the Company. In addition, the nominating and governance committee shall have the duties outlined in its written charter as in effect from time to time and as approved by the Board of Directors and may delegate authority to one or more persons to act on its behalf, whether pursuant to a power of attorney or otherwise, in a manner consistent with the Corporation's established policies regarding such delegations of authority.

**SECTION 4.5. GOVERNMENT SECURITY COMMITTEE.** The government security committee shall have the duties to ensure the implementation within the Corporation of all procedures, organizational matters and other aspects pertaining to the security and safeguarding of classified and controlled unclassified information,



including the exercise of appropriate oversight and monitoring of the Corporation's operations to ensure that such protective measures are effectively maintained and implemented. In addition, the government security committee shall have the duties outlined in its written charter as in effect from time to time and as approved by the Board of Directors and may delegate authority to one or more persons to act on its behalf, whether pursuant to a power of attorney or otherwise, in a manner and consistent with the Corporation's established policies regarding such delegations of authority.

**SECTION 4.6. LIMITATIONS ON POWERS.** Limitations on the powers of committees of the Board of Directors shall be governed by Section 141(c)(2) of the Delaware General Corporation Law. In addition, no committee shall act contrary to a fundamental policy or method of conducting the business of the Corporation. No committee shall have the specific powers conferred upon any other committee by these By-laws.

**SECTION 4.7. GENERAL.** Any committee member may be removed by the Board of Directors at any time without cause. The Board of Directors may designate a chairman of a committee. The following provisions of the By-laws, which are applicable to the Board of Directors, shall also govern each Board of Directors committee: Section 3.4 (vacancies), Section 3.10 (waiver of notice), Section 3.11 (telephone participation), Section 3.12 (quorum and voting), and Section 3.13 (action without a meeting). Each committee may adopt its own rules of procedure and such rules may govern the call, time, place, and notice of meetings. Each committee may keep appropriate minutes of such proceedings and shall report all significant actions at regular meetings of the Board of Directors.

## **ARTICLE V. OFFICERS**

**SECTION 5.1. NUMBER.** The officers of the Corporation shall include a President and a Secretary. The Board of Directors may elect additional officers and appoint agents as it determines necessary. Any two or more offices may be held by the same person, except the offices of President and Secretary. The Board of Directors in its discretion may also elect one or more Chairman of the Board and one or more Vice Chairman.

**SECTION 5.2. ELECTION AND QUALIFICATION.** The President and Secretary shall be elected at the annual meeting of the Board of Directors. Other officers may be elected by the Board of Directors from time to time. The Chairman of the Board, if any, shall be a director of the Corporation, and should he cease to be a director, he shall IP SO FACTO cease to be such officer.

**SECTION 5.3. TERM.** Each officer shall hold office until his successor is elected and qualified or until his earlier resignation or removal. Any officer may resign at any time upon written notice to the Corporation.

**SECTION 5.4. REMOVAL.** Any officer elected by the Board of Directors may be removed by a majority of the members of the whole Board of Directors whenever, in their judgment, the best interest of the Corporation would be served thereby. No elected officer shall have any contractual rights against the Corporation for compensation by virtue of such election beyond the date of the election of his successor, his death, his resignation or his removal, whichever event shall first occur, except as otherwise provided in an employment contract or under an employee deferred compensation plan.

**SECTION 5.5. VACANCY.** Any vacancy in any office from any cause may be filled for the unexpired portion of the term by the Board of Directors.

**SECTION 5.6. CHAIRMAN OF THE BOARD.** The Chairman of the Board shall be a director and shall preside at all meetings of the Board of Directors at which he shall be present, and shall have such power and perform such duties as may from time to time be assigned to him by the Board of Directors.

**SECTION 5.7. VICE CHAIRMAN OF THE BOARD.** Any Vice Chairman of the Board shall be a director or shall have been a director holding the title of Vice Chairman. If any Vice Chairman of the Board is at the applicable time a director, he shall preside at all meetings of the Board of Directors at which a Chairman shall not be

present, and shall have such power and perform such duties as may from time to time be assigned to him by the Board of Directors.

**SECTION 5.8. CHIEF EXECUTIVE OFFICER.** The Chief Executive Officer shall, when present, preside at all meetings of the stockholders, and, in the absence of the Chairman of the Board and any Vice Chairman of the Board, or upon motion of the Board of Directors, at meetings of the Board of Directors. He shall have power to call special meetings of the stockholders or of the Board of Directors at any time. He shall be the chief executive officer of the Corporation, and shall have the general direction of the business, affairs and property of the Corporation, and of its several officers and shall have and exercise all such powers and discharge such duties as usually pertain thereto.

**SECTION 5.9. PRESIDENT.** The President shall be the chief operating officer of the Corporation and shall have and exercise all such powers and discharge such duties as usually pertain to the office of President. In the absence of the Chief Executive Officer, the Chairman of the Board and any Vice Chairman, the President, when present, will preside at all meetings of the stockholders, and, if he is a director, in the absence of the Chairman of the Board, any Vice Chairman of the Board and the Chief Executive Officer, at meetings of the Board of Directors. He shall have power to call special meetings of the stockholders or of the Board of Directors at any time. The President shall perform such duties as are incident to the office of President, or as may from time to time be assigned to him by the Board of Directors, or as are prescribed by these By-laws. The President shall, subject to the direction of the Board of Directors, at the request of the Chief Executive Officer or in his absence, or in case of his inability to perform his duties from any cause, perform the duties of the Chief Executive Officer, and, when so acting, shall have all the powers of, and be subject to all restrictions upon, the Chief Executive Officer.

**SECTION 5.10. VICE PRESIDENTS.** The Vice Presidents, if any, or any of them, shall, subject to the direction of the Board of Directors, at the request of the Chief Executive Officer or the President or in the President's absence, or in case of the President's inability to perform his duties from any cause, perform the duties of the President, and, when so acting, shall have all the powers of, and be subject to all restrictions upon, the President. The Vice Presidents shall also perform such other duties as may be assigned to them by the Board of Directors, and the Board of Directors may determine the order of priority among them. For purposes of these By-laws, Vice Presidents shall include any officer with the title Vice President along with any modifier, including, without limitation Executive, Group or Senior.

**SECTION 5.11. SECRETARY.** The Secretary shall perform such duties as are incident to the office of Secretary, or as may from time to time be assigned to him by the Board of Directors, or as are prescribed by these By-laws. In addition, the Board of Directors may elect one or more Assistant Secretaries, and any Assistant Secretary shall perform such duties as may be assigned to them by the Secretary.

**SECTION 5.12. TREASURER.** The Treasurer shall perform such duties and have powers as are usually incident to the office of Treasurer or which may be assigned to him by the Board of Directors. In addition, the Board of Directors may elect one or more Assistant Treasurers, and any Assistant Treasurer shall perform such duties as may be assigned to them by the Treasurer.

**SECTION 5.13. COMPENSATION.** The compensation of all officers shall be fixed by the Board of Directors. An officer who is also a director may be compensated in both capacities.

**SECTION 5.14. BONDING.** Any officer, agent or employee of the Corporation, if so required by the Board of Directors, shall be bonded for the faithful performance of his duties, with such penalties, conditions and security as the Board of Directors may require.

## **ARTICLE VI. STOCK**

**SECTION 6.1. STOCK CERTIFICATES.** Shares of the Corporation's stock may be certificated or uncertificated, as provided under Delaware law. All certificates of stock of the Corporation shall be numbered and shall be entered in the books of the Corporation as they are issued. They shall exhibit the holder's name and number

of shares and shall be signed by the Chairman or a Vice Chairman or the President or a Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary. Any or all of the signatures on the certificate may be a facsimile.

**SECTION 6.2. TRANSFER OF STOCK.** Transfers of stock shall be made on the books of the Corporation only by the record holder of such stock, or by an attorney lawfully constituted in writing, and, in the case of stock represented by a certificate, upon surrender of the certificate. However, the requirements of any applicable stock transfer restriction agreement must also be satisfied.

**SECTION 6.3. LOST CERTIFICATES.** The Corporation shall issue a new stock certificate in place of a certificate previously issued, if the holder: (a) claims by affidavit that the certificate has been lost, destroyed, or stolen; and (b) gives the Corporation a bond or other indemnity as the directors determine appropriate.

**SECTION 6.4. REGISTERED STOCKHOLDERS.** The person in whose name shares are registered in the Corporation's stock ledger shall be deemed by the Corporation to be the owner of those shares for all purposes. The Corporation shall not be required to recognize any equitable or other claim or interest in such shares by any other person, whether or not it has actual or other notice of such claim.

## **ARTICLE VII. MISCELLANEOUS**

**SECTION 7.1. SEAL.** The corporate seal shall contain the name of the Corporation as well as the words "Corporate Seal" and "Delaware".

**SECTION 7.2. FISCAL YEAR.** The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

**SECTION 7.3. CONTRACTS, ETC.** The directors shall determine by resolution which persons shall be empowered to sign contracts, bids, proposals, certificates and other instruments of the Corporation. Such authority may be general or confined to specific instances.

**SECTION 7.4. CHECKS, ETC.** All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

**SECTION 7.5. DIVIDENDS.** Dividends upon the capital stock of the Corporation, subject to the provisions of the Corporation's Restated Certificate of Incorporation, may be declared by the Board of Directors or a committee of the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock.

**SECTION 7.6. RESERVES.** Before payment of any dividend there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, determine proper as a reserve fund to meet contingencies, or for repairing or maintaining any property of the Corporation or for such other purpose as the directors shall think conducive to the interest of the Corporation, and the directors may abolish any such reserve in the manner in which it was created.

**SECTION 7.7. VOTING STOCK OF OTHER CORPORATIONS.** Except as otherwise ordered by the Board of Directors, the Chairman of the Board or the Chief Executive Officer or the President or any Vice President shall have full power on behalf of the Corporation to attend and to act and to vote at any meeting of the stockholders of any other corporation of which the Corporation is a stockholder and to execute a proxy to any other person to represent the Corporation at any such meeting.

## **ARTICLE VIII. INDEMNIFICATION**

**SECTION 8.1. NON-DERIVATIVE SUITS.** The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or complete action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe his conduct was unlawful.

**SECTION 8.2. DERIVATIVE SUITS.** The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

**SECTION 8.3. EXTENT OF INDEMNIFICATION.** To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 8.1 or 8.2 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

**SECTION 8.4. APPROVAL OF INDEMNIFICATION.** Any indemnification under Section 8.1 or 8.2 above (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 8.1 or 8.2 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, (b) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (c) by the affirmative vote of the holders of 51% of the outstanding shares of Common Stock of the Corporation.

**SECTION 8.5. ADVANCES.** Expenses (including attorneys' fees) incurred in defending a civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII.

**SECTION 8.6. NON-EXCLUSIVITY.** The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall not be deemed exclusive of any other rights to which any person seeking indemnification may be entitled under any By-law, agreement, vote of stockholders or disinterested director or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

SECTION 8.7. INSURANCE. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Section 8.7 or under the provisions of any applicable law or regulation.

**ARTICLE IX.  
AMENDMENTS**

SECTION 9.1. These By-laws may be repealed, altered, amended or rescinded and new by-laws may be adopted by the majority vote of the Board of Directors or by the affirmative vote of a majority of the outstanding stock entitled to vote thereon.

Dated: October 5, 2011

**CERTIFICATE OF AMENDMENT**  
**OF**  
**RESTATED CERTIFICATE OF INCORPORATION**  
**OF**  
**LEVEL 3 COMMUNICATIONS, INC.**

Pursuant to Section 242 of the General Corporation Law

The undersigned, being a duly appointed officer of Level 3 Communications, Inc. (the “Corporation”), a corporation organized and existing under and by virtue of the Delaware General Corporation Law (the “DGCL”), for the purpose of amending the Corporation’s Restated Certificate of Incorporation, as amended (the “Restated Certificate of Incorporation”) filed pursuant to Section 102 of the DGCL, hereby certifies, pursuant to Sections 242 and 103 of the DGCL, as follows:

**FIRST** : That the Board of Directors of the Corporation, at a meeting of the Board of Directors of the Corporation, adopted resolutions setting forth a certain proposed amendment to the Restated Certificate of Incorporation, as amended, declaring said amendment to be advisable, calling for the stockholders of the Corporation to consider said amendment at the next meeting of the stockholders and calling for a special meeting of the stockholders of said corporation for consideration thereof.

**SECOND** : The amendment effected hereby was duly authorized by the Corporation’s Board of Directors and stockholders in accordance with the provisions of Sections 141, 228 and 242 of the DGCL and shall be executed, acknowledged and filed in accordance with Section 103 of the DGCL.

**THIRD** : That Article IV of the Restated Certificate of Incorporation, filed with the Secretary of the State of Delaware on May 22, 2008, as amended on May 27, 2009 and May 25, 2010, is hereby amended in its entirety to read as follows:

“ARTICLE IV

AUTHORIZED CAPITAL STOCK

The total number of shares of capital stock which the Corporation shall have the authority to issue is 4,410,000,000, consisting of 4,400,000,000 shares of Common Stock, par value \$.01 per share (the “Common Stock”) and 10,000,000 shares of Preferred Stock, par value \$.01 per share (“Preferred Stock”).”

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**IN WITNESS WHEREOF** , this Certificate of Amendment has been signed this 3rd day of October, 2011 by the undersigned who affirms the statements contained herein as true under penalties of perjury.

**LEVEL 3 COMMUNICATIONS, INC.**

By: /s/ John M. Ryan

Name: John M. Ryan

Title: Executive Vice President, Chief Legal Officer and  
Secretary

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## SECURITIES ASSUMPTION SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”) dated as of October 4, 2011, among LEVEL 3 ESCROW, INC., a Delaware corporation (the “Level 3 Escrow” or the “Issuer”), LEVEL 3 FINANCING, INC., a Delaware corporation (“Financing”), LEVEL 3 COMMUNICATIONS, INC., a Delaware corporation (“Parent”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as trustee under the indenture referred to below (the “Trustee”).

## W I T N E S S E T H :

WHEREAS, Level 3 Escrow has heretofore executed and delivered to the Trustee an Indenture, dated as of June 9, 2011 (the “Indenture”), providing for an initial issuance of \$600 million aggregate principal amount of its 8.125% Senior Notes Due 2019 (the “Initial Securities”);

WHEREAS, under the Indenture, Level 3 Escrow issued an additional \$600 million aggregate principal amount of its 8.125% Senior Notes Due 2019 (the “Additional Securities” and, together with the Initial Securities, the “Securities”) on July 28, 2011;

WHEREAS, Section 1024 of the Indenture provides that, in order to effectuate the Securities Assumption, Level 3 Escrow, Parent and Financing and Level 3 LLC (subject in the case of Level 3, LLC to the receipt of all applicable regulatory approvals) shall execute and deliver to the Trustee, and the Trustee shall execute, this Supplemental Indenture pursuant to which (i) Financing shall unconditionally assume (by operation of law in accordance with the merger of the Issuer with and into Financing or otherwise) all of the Issuer’s obligations and agreements under the Securities and the Indenture, and (ii) Parent shall unconditionally guarantee all of Financing’s obligations under the Securities and under the Indenture and Parent will become a party to the Indenture, on the terms and conditions set forth herein and Parent shall become an Offering Proceeds Note Guarantor for purposes of the Indenture;

WHEREAS, pursuant to Section 901 of the Indenture, the Issuer, Parent, Financing and the Trustee are authorized to execute and deliver this Supplemental Indenture; and

WHEREAS, all acts and requirements necessary to make this Supplemental Indenture the legal, valid and binding obligation of Financing and Parent have been done;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, Parent

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and Financing and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Securities as follows:

1. Capitalized Terms. Capitalized terms used in this Supplemental Indenture (including the recitals hereto) without definition shall have the meanings set forth in the Indenture.

2. Agreement to Assume Obligations. Financing hereby assumes unconditionally all of Level 3 Escrow's obligations and agreements under the Securities and the Indenture, to be bound by all other applicable provisions of the Indenture and the Securities, and to perform all of the obligations and agreements of the Issuer under the Securities and under the Indenture.

3. Release of Obligations of Level 3 Escrow. On the terms and subject to the conditions set forth in Section 1024 of the Indenture, upon the execution of this Supplemental Indenture by Level 3 Escrow, Parent, Financing and the Trustee, Level 3 Escrow is unconditionally and irrevocably released and discharged from all obligations, agreements and liabilities under the Securities and the Indenture, and Financing shall constitute the Issuer for purposes of the Securities and the Indenture.

4. Agreement to Guaranty. Parent hereby agrees, jointly and severally with all other Guarantors, if any, to unconditionally guarantee Financing's obligations under the Securities and the Indenture on the terms and subject to the conditions set forth in Article X of the Indenture and to be bound by all other applicable provisions of the Securities and the Indenture.

5. Successors and Assigns. This Supplemental Indenture shall be binding upon Parent and Financing and their successors and assigns and shall inure to the benefit of the successors and assigns of the Trustee and the Holders and, in the event of any transfer or assignment of rights by any Holder or the Trustee, the rights and privileges conferred upon that party in the Indenture and in the Securities shall automatically extend to and be vested in such transferee or assignee, all subject to the terms and conditions of this Indenture.

6. No Waiver. Neither a failure nor a delay on the part of either the Trustee or the Holders in exercising any right, power or privilege under this Supplemental Indenture, the Indenture or the Securities shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of the Trustee and the Holders herein and therein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which either may have under this Supplemental Indenture, the Indenture or the Securities at law, in equity, by statute or otherwise.

7. Modification. No modification, amendment or waiver of any provision of this Supplemental Indenture, nor the consent to any departure by Parent or Financing therefrom, shall in any event be effective unless the same shall be in writing and signed

by the Trustee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on Parent or Financing in any case shall entitle Parent or Financing, as applicable, to any other or further notice or demand in the same, similar or other circumstances.

8. Opinion of Counsel. Concurrently with the execution and delivery of this Supplemental Indenture, the Issuer shall deliver to the Trustee an Opinion of Counsel to the effect that this Supplemental Indenture has been duly authorized, executed and delivered by each of Parent and Financing and that, subject to the application of bankruptcy, insolvency, moratorium, fraudulent conveyance or transfer and other similar laws relating to creditors' rights generally and to the principles of equity, whether considered in a proceeding at law or in equity, the Securities are legal, valid and binding obligations of Financing, enforceable against Financing, in accordance with their terms and the Guarantee of Parent is a legal, valid and binding obligation of Parent, enforceable against Parent in accordance with its terms.

9. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Securities heretofore or hereafter authenticated and delivered shall be bound hereby.

10. Governing Law. **THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.**

11. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

12. Effect of Headings. The Section headings herein are for convenience only and shall not effect the construction thereof.

13. Trustee. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture. The recitals and statements herein are deemed to be those of the Issuer, Financing and Parent and not of the Trustee.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first written above.

LEVEL 3 ESCROW, INC., as Issuer,

By /s/ Neil J. Eckstein  
Name: Neil J. Eckstein  
Title: Senior Vice President, Assistant General Counsel  
and Assistant Secretary

LEVEL 3 COMMUNICATIONS, INC.,

By /s/ John M. Ryan  
Name: John M. Ryan  
Title: Executive Vice President and Chief Legal Officer  
of the Companies; Secretary of the Issuer and  
Assistant Secretary of Financing and Parent

LEVEL 3 FINANCING, INC.,

By /s/ Robin E. Grey  
Name: Robin E. Grey  
Title: Senior Vice President and Treasurer

[ *Supplemental Indenture Signature Page* ]

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THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,  
as Trustee,

By /s/ Raymond Torres

Name: Raymond Torres

Title: Senior Associate

[ *Supplemental Indenture Signature Page* ]

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LEVEL 3 FINANCING, INC.

\$600,000,000 8.125% Senior Notes due 2019

REGISTRATION AGREEMENT

New York, New York  
October 4, 2011

To: Citigroup Global Markets Inc.  
Merrill Lynch, Pierce, Fenner & Smith Incorporated  
Deutsche Bank Securities Inc.  
Morgan Stanley & Co. LLC  
Credit Suisse Securities (USA) LLC

In care of:

Citigroup Global Markets Inc.  
388 Greenwich Street  
New York, NY 10013

Merrill Lynch, Pierce, Fenner & Smith Incorporated  
One Bryant Park  
New York, NY 10036

Deutsche Bank Securities Inc.  
60 Wall Street  
New York, NY 10005

Morgan Stanley & Co. LLC  
1585 Broadway  
New York, NY 10036

Credit Suisse Securities (USA) LLC  
Eleven Madison Avenue  
New York, NY 10010

Ladies and Gentlemen:

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This Registration Rights Agreement (this “Agreement”) dated as of October 4, 2011, between Level 3 Financing, Inc., a Delaware corporation (“Financing”) and Level 3 Communications, Inc., a Delaware corporation (“Parent”) is entered into in connection with the Purchase Agreement dated as of May 25, 2011 (the “Purchase Agreement”), by and among Level 3 Escrow, Inc., a Delaware corporation (the “Issuer”), Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Deutsche Bank Securities Inc., Morgan Stanley & Co. LLC and Credit Suisse Securities (USA) LLC as representatives (the “Representatives”) for the several purchasers listed in Schedule I thereto (together with the Representatives, the “Purchasers”) and, solely with respect to certain provisions therein, Parent and Financing, pursuant to which Issuer agreed to issue and sell to the Purchasers \$600,000,000 aggregate principal amount of its 8.125% Senior Notes due 2019 (the “Original Notes”).

The Original Notes were issued under the Indenture, dated as of June 9, 2011 (as amended or supplemented from time to time, the “Indenture”), among the Issuer and The Bank of New York Mellon Trust Company, N.A., as Trustee (as defined herein), as the same may be amended from time to time in accordance with the terms thereof. Concurrently with the consummation of the Global Crossing Acquisition (as defined herein), each of Financing, Parent and, subject to the receipt of requisite regulatory approvals, Level 3 Communications, LLC (“Level 3 LLC”) will execute and deliver a supplemental indenture to the Indenture dated as of the date hereof pursuant to which Financing assumes all of the Issuer’s obligations under the Original Notes and the Indenture and Parent and Level 3 LLC unconditionally guarantee on a senior basis Financing’s obligations under the Original Notes and the Indenture.

The execution and delivery of such supplemental indenture and of this Agreement are conditions to the release of the Escrow Funds (as defined in the Escrow Agreement) to the Parent or Financing pursuant to the Escrow Agreement (as defined herein). As an inducement to the Purchasers to enter into the Purchase Agreement and in satisfaction of a condition to your obligations thereunder, Financing and Parent jointly and severally agree with you, (i) for the benefit of the Purchasers and (ii) for the benefit of the holders from time to time of the Original Notes (including the Purchasers) (each of the foregoing a “Holder” and together the “Holders”), as follows:

1. Definitions. Capitalized terms used herein without definition shall have their respective meanings set forth in the Purchase Agreement. As used in this Agreement, the following capitalized defined terms shall have the following meanings:

“Affiliate” of any specified person means any other person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such specified person. For purposes of this definition, control of a person means the power, direct or indirect, to direct or cause the direction of the management and policies of such person whether by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Agreement” has the meaning specified in the first introductory paragraph hereto.

“Commission” means the Securities and Exchange Commission.

“Escrow Agreement” means the Escrow Agreement dated as of June 9, 2011, as amended from time to time, by and among Citibank, N.A., as escrow agent, The Bank of New York Mellon Trust Company, N.A., as Trustee, the Issuer and, the extent set forth therein, Parent and Financing.

“Escrow Closing Date” means October 4, 2011.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

“Exchange Offer Prospectus” means the prospectus included in the Exchange Offer Registration Statement, as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the New Notes covered by such Exchange Offer Registration Statement, and all amendments and supplements thereto and all material incorporated by reference therein.

“Exchange Offer Registration Period” means the 180-day period following the consummation of the Registered Exchange Offer, exclusive of any period during which any stop order shall be in effect suspending the effectiveness of the Exchange Offer Registration Statement.

“Exchange Offer Registration Statement” means a registration statement of Financing and Parent (and any other guarantor of the Original Notes or the New Notes) on an appropriate form under the Securities Act with respect to the Registered Exchange Offer, all amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

“Exchanging Dealer” means any Holder (which may include the Purchasers) which is a broker-dealer electing to exchange Original Notes acquired for its own account as a result of market-making activities or other trading activities for New Notes.

“Financing” has the meaning specified in the first introductory paragraph hereto.

“Global Crossing Acquisition” means the acquisition of Global Crossing Limited and its subsidiary companies by Parent pursuant to the Agreement and Plan of Amalgamation, dated as of April 10, 2011, by and among Parent, Apollo Amalgamation Sub, Ltd. and Global Crossing Limited.

“Holder” has the meaning specified in the second introductory paragraph hereto.

“Indenture” has the meaning specified in the second introductory paragraph hereto.

“Issuer” has the meaning specified in the first introductory paragraph hereto.

“Level 3 LLC” has the meaning specified in the second introductory paragraph hereto.

“Majority Holders” means the Holders of a majority of the aggregate principal amount of the Original Notes and the New Notes registered under a Registration Statement.

“Managing Underwriters” means the investment banker or investment bankers and manager or managers that shall administer an offering of securities under a Shelf Registration Statement.

“New Notes” means debt securities of Financing identical in all material respects to the Original Notes (except that the interest rate step-up provisions and the transfer restrictions will be modified or eliminated, as appropriate), to be issued under the Indenture.

“Original Notes” has the meaning set forth in the first introductory paragraph hereto.

“Parent” has the meaning specified in the first introductory paragraph hereto.

“Purchase Agreement” has the meaning specified in the first introductory paragraph hereto.

“Purchasers” has the meaning specified in the first introductory paragraph hereto.

“Prospectus” means the prospectus included in any Registration Statement (including, without limitation, a prospectus that discloses information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A, Rule 430B or Rule 430C under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Original Notes or the New Notes covered by such Registration Statement, and all amendments and supplements to the Prospectus, including post-effective amendments.



“Registered Exchange Offer” means the proposed offer to the Holders to issue and deliver to such Holders, in exchange for the Original Notes, a like principal amount of the New Notes.

“Registration Securities” has the meaning set forth in Section 3(a) hereof.

“Registration Statement” means any Exchange Offer Registration Statement or Shelf Registration Statement that covers any of the Original Notes or the New Notes pursuant to the provisions of this Agreement, all amendments and supplements to such registration statement, including, without limitation, post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

“Shelf Registration” means a registration effected pursuant to Section 3 hereof.

“Shelf Registration Period” has the meaning set forth in Section 3(b) hereof.

“Shelf Registration Statement” means a “shelf” registration statement of Parent and Financing (any other guarantor of the Original Notes or the New Notes) pursuant to the provisions of Section 3 hereof which covers some of or all the Original Notes or New Notes, as applicable, on an appropriate form under Rule 415 under the Securities Act, or any similar rule that may be adopted by the Commission, all amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

“Trustee” means the trustee with respect to the Original Notes and the New Notes under the Indenture.

“underwriter” means any underwriter of securities in connection with an offering thereof under a Shelf Registration Statement.

## 2. Registered Exchange Offer; Resales of New Notes by Exchanging Dealers; Private Exchange.

(a) Financing and Parent shall prepare and, not later than April 1, 2012, shall file with the Commission the Exchange Offer Registration Statement with respect to the Registered Exchange Offer. Financing and Parent shall use their commercially reasonable efforts to cause the Exchange Offer Registration Statement to become effective under the Securities Act by June 30, 2012.

(b) Upon the effectiveness of the Exchange Offer Registration Statement, Financing and Parent shall promptly commence the Registered Exchange Offer, it being the objective of such Registered Exchange Offer to enable each Holder electing to exchange Original Notes for New Notes (assuming that such Original Notes do not constitute a portion of an unsold allotment acquired by such Holder directly from the Issuer, such Holder is not an Affiliate of the Issuer, Financing or Parent, such Holder acquires the New Notes in the ordinary course of its business and such Holder has no arrangements with any person to participate in the distribution of the New Notes) to trade such New Notes from and after their receipt without any limitations or restrictions under the Securities Act and without material restrictions under the securities laws of a substantial proportion of the several states of the United States.

(c) In connection with the Registered Exchange Offer, Financing and Parent shall:

(i) mail to each Holder a copy of the Prospectus forming part of the Exchange Offer Registration Statement, together with an appropriate letter of transmittal and related documents;

(ii) keep the Registered Exchange Offer open for not less than 20 business days after the date notice thereof is mailed to the Holders (or longer if required by applicable law);

(iii) utilize the services of a depository for the Registered Exchange Offer with an address in the Borough of Manhattan, The City of New York; and

(iv) comply in all material respects with all applicable laws.

(d) As soon as practicable after the close of the Registered Exchange Offer, Financing and Parent shall:

(i) accept for exchange all Original Notes tendered and not validly withdrawn pursuant to the Registered Exchange Offer;

(ii) deliver to the Trustee for cancellation all Original Notes so accepted for exchange; and

(iii) cause the Trustee promptly to authenticate and deliver to each Holder of Original Notes a principal amount of New Notes equal to the principal amount of the Original Notes of such Holder so accepted for exchange.

(e) The Purchasers, Financing and Parent acknowledge that, pursuant to current interpretations by the Commission's staff of Section 5 of the Securities Act, and in the absence of an applicable exemption therefrom, each Exchanging Dealer is required to deliver a Prospectus in connection with a sale of any New Notes received by such Exchanging Dealer pursuant to the Registered Exchange Offer in exchange for Original

Notes acquired for its own account as a result of market-making activities or other trading activities. Accordingly, Financing and Parent shall:

(i) include the information set forth in Annex A hereto on the cover of the Exchange Offer Registration Statement, in Annex B hereto in the forepart of the Exchange Offer Registration Statement in a section setting forth details of the Exchange Offer, in Annex C hereto in the underwriting or plan of distribution section of the Prospectus forming a part of the Exchange Offer Registration Statement, and in Annex D hereto in the Letter of Transmittal delivered pursuant to the Registered Exchange Offer (it being understood that a Holder's participation in the Exchange Offer is conditioned on the Holder, by executing and returning the Letter of Transmittal, representing in writing to Financing as set forth in Rider B of Annex D hereto); and

(ii) use commercially reasonable efforts to keep the Exchange Offer Registration Statement continuously effective under the Securities Act during the Exchange Offer Registration Period for delivery by Exchanging Dealers in connection with sales of New Notes received pursuant to the Registered Exchange Offer, as contemplated by Section 4(h) below.

(f) In the event that any Purchaser determines that it is not eligible to participate in the Registered Exchange Offer with respect to the exchange of Original Notes constituting any portion of an unsold allotment, at the request of such Purchaser, Financing and Parent shall issue and deliver to such Purchaser or the party purchasing New Notes registered under a Shelf Registration Statement as contemplated by Section 3 hereof from such Purchaser, in exchange for such Original Notes, a like principal amount of New Notes. Financing and Parent shall seek to cause the CUSIP Service Bureau to issue the same CUSIP number for such New Notes as for New Notes issued pursuant to the Registered Exchange Offer.

3. Shelf Registration. If, (i) because of any change in law or applicable interpretations thereof by the Commission's staff, Financing and Parent determine upon advice of outside counsel that they are not permitted to effect the Registered Exchange Offer as contemplated by Section 2 hereof, or (ii) for any other reason the Exchange Offer Registration Statement is not declared effective by June 30, 2011, 2012 or the Registered Exchange Offer is not consummated on or prior to the later of (x) July 30, 2012 and (y) 30 business days following the initial effectiveness date of the Exchange Offer Registration Statement, or (iii) any Purchaser so requests with respect to Original Notes (or any New Notes received pursuant to Section 2(f)) not eligible to be exchanged for New Notes in a Registered Exchange Offer or, in the case of any Purchaser that participates in any Registered Exchange Offer, such Purchaser does not receive freely tradable New Notes, or (iv) any Holder (other than a Purchaser) is not eligible to participate in the Registered Exchange Offer or (v) in the case of any such Holder that participates in the Registered Exchange Offer, such Holder does not receive freely tradable New Notes in exchange for tendered securities, other than by reason of such

Holder being an affiliate of Financing and Parent within the meaning of the Securities Act (it being understood that, for purposes of this Section 3, (x) the requirement that a Purchaser deliver a Prospectus containing the information required by Items 507 and/or 508 of Regulation S-K under the Securities Act in connection with sales of New Notes acquired in exchange for such Original Notes shall result in such New Notes being not “freely tradeable” but (y) the requirement that an Exchanging Dealer deliver a Prospectus in connection with sales of New Notes acquired in the Registered Exchange Offer in exchange for Original Notes acquired as a result of market-making activities or other trading activities shall not result in such New Notes being not “freely tradeable”), the following provisions shall apply:

(a) Financing and Parent shall as promptly as practicable (but in no event more than the later of (i) April 1, 2012 or (ii) 45 days after so required or requested pursuant to this Section 3), file with the Commission and thereafter shall use their commercially reasonable efforts to cause to become effective under the Securities Act, or, if permitted by Rule 430B under the Securities Act, otherwise designate an existing registration statement filed with the Commission as, a Shelf Registration Statement relating to the offer and sale of the Original Notes or the New Notes, as applicable, by the Holders from time to time in accordance with the methods of distribution elected by such Holders and set forth in such Shelf Registration Statement (such Original Notes or New Notes, as applicable, to be sold by such Holders under such Shelf Registration Statement being referred to herein as “Registration Securities”); provided, however, that, with respect to New Notes received by a Purchaser in exchange for Original Notes constituting any portion of an unsold allotment, Financing and Parent may, if permitted by current interpretations by the Commission’s staff, file a post-effective amendment to the Exchange Offer Registration Statement containing the information required by Regulation S-K Items 507 and/or 508, as applicable, in satisfaction of their obligations under this paragraph (a) with respect thereto, and any such Exchange Offer Registration Statement, as so amended, shall be referred to herein as, and governed by the provisions herein applicable to, a Shelf Registration Statement. Unless the Shelf Registration Statement is an automatic shelf registration statement (as defined in Rule 405 under the Securities Act), Financing and Parent shall include the information required by Rule 430B(b)(2) (iii) under the Securities Act.

(b) Financing and Parent shall use their commercially reasonable efforts to keep the Shelf Registration Statement continuously effective in order to permit the Prospectus forming part thereof to be usable by Holders for a period of two years from the date the Shelf Registration Statement becomes effective or is designated as such or such shorter period that will terminate when all the Original Notes or New Notes, as applicable, covered by the Shelf Registration Statement have been sold pursuant to the Shelf Registration Statement (in any such case, such period being called the “Shelf Registration Period”). Financing and Parent shall be deemed not to have used their commercially reasonable efforts to keep the Shelf Registration Statement effective during the Shelf Registration Period if Financing or Parent voluntarily takes any action that would result in Holders of securities covered thereby not being able to offer and sell such

securities during that period, unless (i) such action is required by applicable law or (ii) such action is taken by such party in good faith and for valid business reasons (not including avoidance of the obligations of Financing and Parent hereunder), including the acquisition or divestiture of assets, so long as Financing and Parent promptly thereafter comply with the requirements of Section 4(k) hereof, if applicable.

4. Registration Procedures. In connection with any Shelf Registration Statement and, to the extent applicable, any Exchange Offer Registration Statement, the following provisions shall apply:

(a) (i) Financing and Parent shall furnish to you, prior to the filing or designation thereof with the Commission, a copy of any Exchange Offer Registration Statement, each amendment thereof and each amendment or supplement, if any, to the Prospectus included therein and shall use its commercially reasonable efforts to reflect in each such document, when so filed or designated with the Commission, such comments as you reasonably may propose.

(ii) Financing and Parent shall furnish to you, prior to the filing or designation thereof with the Commission, a copy of any Shelf Registration Statement, each amendment thereof and each amendment or supplement, if any, to the Prospectus included therein and shall use its commercially reasonable efforts to reflect in each such document, when so filed or designated with the Commission, such comments as any Holder whose securities are to be included in such Shelf Registration Statement reasonably may propose.

(b) Financing and Parent shall ensure that (i) any Registration Statement and any amendment thereto and any Prospectus forming part thereof and any amendment or supplement thereto complies in all material respects with the Securities Act and the rules and regulations thereunder, (ii) any Registration Statement and any amendment thereto does not, when it becomes effective (or, in the case of a previously filed registration statement that is effective at the time it is designated as a Shelf Registration Statement, when it is so designated), contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and (iii) any Prospectus forming part of any Registration Statement, and any amendment or supplement to such Prospectus, does not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(c) (1) Financing and Parent shall advise you and, in the case of a Shelf Registration Statement, the Holders of securities covered thereby, and, if requested by you or any such Holder, confirm such advice in writing:

(i) when a Registration Statement and any amendment thereto has been filed (or, in the case of a previously filed registration statement designated as a Shelf Registration Statement, when it is so designated) with the Commission and when the Registration Statement or any post-effective amendment thereto has become effective (or, in the case of a previously filed registration statement that is effective at the time it is designated as a Shelf Registration Statement, when it is so designated); and

(ii) of any request by the Commission for amendments or supplements to the Registration Statement or the Prospectus included therein or for additional information.

(2) Financing and Parent shall advise you and, in the case of a Shelf Registration Statement, the Holders of securities covered thereby, and, in the case of an Exchange Offer Registration Statement, any Exchanging Dealer which has provided in writing to Financing a telephone or facsimile number and address for notices, and, if requested by you or any such Holder or Exchanging Dealer, confirm such advice in writing:

(i) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose;

(ii) of the receipt by Financing or Parent of any notification with respect to the suspension of the qualification of the securities included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(iii) of the happening of any event that requires the making of any changes in the Registration Statement or the Prospectus so that, as of such date, the statements therein are not misleading and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the Prospectus, in the light of the circumstances under which they were made) not misleading (which advice shall be accompanied by an instruction to suspend the use of the Prospectus until the requisite changes have been made).

Each such Holder or Exchanging Dealer agrees by its acquisition of such securities to be sold by such Holder or Exchanging Dealer, that, upon being so advised by Financing or Parent of any event described in clause (iii) of this paragraph (c)(2), such Holder or Exchanging Dealer will forthwith discontinue disposition of such securities under such Registration Statement or Prospectus, until such Holder's or Exchanging Dealer's receipt of the copies of the supplemented or amended Prospectus contemplated by paragraph 4 (k) hereof, or

until it is advised in writing by Financing or Parent that the use of the applicable Prospectus may be resumed.

(d) Financing and Parent shall use their commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement at the earliest possible time.

(e) Financing and Parent shall furnish to each Holder of securities included within the coverage of any Shelf Registration Statement, without charge, at least one copy of such Shelf Registration Statement and any post-effective amendment thereto, including financial statements and schedules, and, if the Holder so requests in writing, any documents incorporated by reference therein and all exhibits thereto (including those incorporated by reference therein).

(f) Financing and Parent shall, during the Shelf Registration Period, deliver to each Holder of securities included within the coverage of any Shelf Registration Statement, without charge, as many copies of the Prospectus (including each preliminary Prospectus) included in such Shelf Registration Statement and any amendment or supplement thereto as such Holder may reasonably request; and each of Financing and Parent hereby consent to the use of the Prospectus or any amendment or supplement thereto by each of the selling Holders of securities in connection with the offering and sale of the securities covered by the Prospectus or any amendment or supplement thereto.

(g) Financing and Parent shall furnish to each Exchanging Dealer which so requests, without charge, at least one copy of the Exchange Offer Registration Statement and any post-effective amendment thereto, including financial statements and schedules and, if the Exchanging Dealer so requests in writing, any documents incorporated by reference therein and all exhibits thereto (including those incorporated by reference therein).

(h) Financing and Parent shall, during the Exchange Offer Registration Period, promptly deliver to each Exchanging Dealer, without charge, as many copies of the Prospectus included in such Exchange Offer Registration Statement and any amendment or supplement thereto as such Exchanging Dealer may reasonably request for delivery by such Exchanging Dealer in connection with a sale of New Notes received by it pursuant to the Registered Exchange Offer; and Financing and Parent hereby consent to the use of the Prospectus or any amendment or supplement thereto by any such Exchanging Dealer, as aforesaid.

(i) Prior to the Registered Exchange Offer or any other offering of securities pursuant to any Registration Statement, Financing shall register or qualify or cooperate with the Holders of securities included therein and their respective counsel in connection with the registration or qualification of such securities for offer and sale under the securities or blue sky laws of such jurisdictions as any such Holder reasonably requests in writing and do any and all

other acts or things necessary or advisable to enable the offer and sale in such jurisdictions of the securities covered by such Registration Statement; provided, however, that Financing will not be required to qualify generally to do business in any jurisdiction where it is not then so qualified or to take any action which would subject it to general service of process or to taxation in any such jurisdiction where it is not then so subject.

(j) Financing and Parent shall cooperate with the Holders of Original Notes to facilitate the timely preparation and delivery of certificates representing Original Notes to be sold pursuant to any Registration Statement free of any restrictive legends and in such denominations and registered in such names as Holders may request prior to sales of securities pursuant to such Registration Statement.

(k) Upon the occurrence of any event contemplated by paragraph (c)(2)(iii) above, Financing and Parent shall promptly prepare a post-effective amendment to any Registration Statement or an amendment or supplement to the related Prospectus or file any other required document so that, as thereafter delivered to purchasers of the securities included therein, the Prospectus will not include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) Not later than the effective date (or the designation date, in the case of a previously filed registration statement that is effective at the time it is designated as a Shelf Registration Statement) of any such Registration Statement hereunder, Financing and Parent shall provide a CUSIP number for each of the Original Notes or the New Notes, as the case may be, registered under such Registration Statement, and provide the Trustee with printed certificates for such Original Notes or New Notes, in a form, if requested by the applicable Holder or Holder's counsel, eligible for deposit with The Depository Trust Company or any successor thereto under the Indenture.

(m) Financing and Parent shall use their commercially reasonable efforts to comply with all applicable rules and regulations of the Commission to the extent and so long as they are applicable to the Registered Exchange Offer or the Shelf Registration and will make generally available to the security holders of Financing a consolidated earning statement (which need not be audited) covering a twelve-month period commencing after the effective date (or the designation date, in the case of a previously filed registration statement that is effective at the time it is designated as a Shelf Registration Statement) of the Registration Statement and ending not later than 15 months thereafter, as soon as practicable after the end of such period, which consolidated earning statement shall satisfy the provisions of Section 11(a) of the Securities Act.



(n) Financing and Parent shall cause the Indenture to be qualified under the Trust Indenture Act of 1939, as amended, on or prior to the effective date (or the designation date, in the case of a previously filed registration statement that is effective at the time it is designated as a Shelf Registration Statement) of any Shelf Registration Statement or Exchange Offer Registration Statement.

(o) Financing and Parent may require each Holder of securities to be sold pursuant to any Shelf Registration Statement to furnish to Financing in writing such information regarding the Holder and the distribution of such securities as Financing may from time to time reasonably require for inclusion in such Registration Statement. Financing may exclude from any such Registration Statement the securities of any such Holder who fails to furnish such information within a reasonable time after receiving such request. Each Holder as to which any Shelf Registration is being effected agrees to furnish promptly to Financing all information required to be disclosed in order to make the information previously furnished to Financing by such Holder not materially misleading. Each Holder further agrees that neither such Holder nor any underwriter participating in any disposition pursuant to any Shelf Registration Statement on such Holder's behalf will make any offer relating to the securities to be sold pursuant to such Shelf Registration Statement that would constitute an issuer free writing prospectus (as defined in Rule 433 under the Securities Act) or that would otherwise constitute a "free writing prospectus" (as defined in Rule 405 under the Securities Act) required to be filed by Financing and Parent with the Commission or retained by Financing and Parent under Rule 433 of the Securities Act, unless it has obtained the prior written consent of Financing and Parent (and except for as otherwise provided in any underwriting agreement entered into by Financing and Parent and any such underwriter).

(p) Financing and Parent shall, if requested, promptly incorporate in a Prospectus supplement or post-effective amendment to a Shelf Registration Statement, such information as the Managing Underwriters, if any, and the Majority Holders reasonably agree should be included therein and shall make all required filings of such Prospectus supplement or post-effective amendment as soon as notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment.

(q) (i) In the case of any Shelf Registration Statement, Financing and Parent shall enter into such agreements (including underwriting agreements) and take all other appropriate actions in order to expedite or facilitate the registration or the disposition of the Original Notes, and in connection therewith, if an underwriting agreement is entered into, cause the same to contain indemnification provisions and procedures no less favorable than those set forth in Section 6 hereof (or such other provisions and procedures acceptable to the Majority Holders and the Managing Underwriters, if any), with respect to all parties to be indemnified pursuant to Section 6 hereof.

(ii) Without limiting in any way paragraph (q)(i), no Holder may participate in any underwritten registration hereunder unless such Holder (x) agrees to sell such Holder's securities to be covered by such registration on the basis provided in any underwriting arrangements approved by the Majority Holders and the Managing Underwriters and (y) completes and executes in a timely manner all customary questionnaires, powers of attorney, underwriting agreements and other documents reasonably required by Financing or the Managing Underwriters in connection with such underwriting arrangements.

(r) In the case of any Shelf Registration Statement, Financing and Parent shall (i) make reasonably available for inspection by the Holders of securities to be registered thereunder, any underwriter participating in any disposition pursuant to such Registration Statement, and any attorney, accountant or other agent retained by the Holders or any such underwriter all relevant financial and other records, pertinent corporate documents and properties of Parent and its subsidiaries reasonably requested by such person; (ii) cause the officers, directors and employees of Financing and Parent to supply all relevant information reasonably requested by the Holders or any such underwriter, attorney, accountant or agent in connection with any such Registration Statement as is customary for due diligence examinations in connection with primary underwritten offerings; provided, however, that any information that is nonpublic at the time of delivery of such information shall be kept confidential by the Holders or any such underwriter, attorney, accountant or agent, unless such disclosure is made in connection with a court proceeding or required by law, or such information becomes available to the public generally or through a third party without an accompanying obligation of confidentiality; (iii) make such representations and warranties to the Holders of securities registered thereunder and the underwriters, if any, in form, substance and scope as are customarily made by an issuer to underwriters in primary underwritten offerings; (iv) obtain opinions of counsel to Financing and Parent (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the Managing Underwriters, if any) addressed to each selling Holder and the underwriters, if any, covering such matters as are customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such Holders and underwriters; (v) obtain "cold comfort" letters (or, in the case of any person that does not satisfy the conditions for receipt of a "cold comfort" letter specified in Statement on Auditing Standards No. 72 or any successor standard, an "agreed-upon procedures" letter under Statement on Auditing Standards No. 35 or any successor standard) and updates thereof from the independent certified public accountants of Parent (and, if necessary, any other independent certified public accountants of any subsidiary of Parent or of any business acquired by Parent for which financial statements and financial data are, or are required to be, included or incorporated by reference in the Registration Statement), addressed to each selling Holder of securities registered thereunder and the underwriters, if any, in customary form and covering matters of the type customarily covered in "cold comfort" letters in

connection with primary underwritten offerings; and (vi) deliver such documents and certificates as may be reasonably requested by the Majority Holders and the Managing Underwriters, if any, including those to evidence compliance with Section 4(k) and with any customary conditions contained in the underwriting agreement or other agreement entered into by Financing and Parent. The foregoing actions set forth in clauses (iii), (iv), (v) and (vi) of this Section 4(r) shall be performed (A) on the effective date (or the designation date, in the case of a previously filed registration statement that is effective at the time it is designated as a Shelf Registration Statement) of such Registration Statement and each post-effective amendment thereto and (B) at each closing under any underwriting or similar agreement as and to the extent required thereunder.

(s) In the case of any Exchange Offer Registration Statement, Financing and Parent shall (i) make reasonably available for inspection by each Purchaser, and any attorney, accountant or other agent retained by such Purchaser, all relevant financial and other records, pertinent corporate documents and properties of Parent and its subsidiaries reasonably requested by such person; (ii) cause the officers, directors and employees of Financing and Parent to supply all relevant information reasonably requested by such Purchaser or any such attorney, accountant or agent in connection with any such Registration Statement as is customary for due diligence examinations in connection with primary underwritten offerings; provided, however, that any information that is nonpublic at the time of delivery of such information shall be kept confidential by such Purchaser or any such attorney, accountant or agent, unless such disclosure is made in connection with a court proceeding or required by law, or such information becomes available to the public generally or through a third party without an accompanying obligation of confidentiality; (iii) make such representations and warranties to such Purchaser, in form, substance and scope as are customarily made by an issuer to underwriters in primary underwritten offerings; (iv) obtain opinions of counsel to Financing and Parent (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to such Purchaser and its counsel), addressed to such Purchaser, covering such matters as are customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such Purchaser or its counsel; (v) obtain “cold comfort” letters and updates thereof from the independent certified public accountants of Parent (and, if necessary, any other independent certified public accountants of any subsidiary of Parent or of any business acquired by Parent for which financial statements and financial data are, or are required to be, included or incorporated by reference in the Registration Statement), addressed to such Purchaser, in customary form and covering matters of the type customarily covered in “cold comfort” letters in connection with primary underwritten offerings, or if requested by such Purchaser or its counsel in lieu of a “cold comfort” letter, an agreed-upon procedures letter under Statement on Auditing Standards No. 35 or any successor standard, covering matters requested by such Purchaser or its counsel; and (vi) deliver such documents and

certificates as may be reasonably requested by such Purchaser or its counsel, including those to evidence compliance with Section 4 (k) and with conditions customarily contained in underwriting agreements. The foregoing actions set forth in clauses (iii), (iv), (v) and (vi) of this Section 4(s) shall be performed (A) at the close of the Registered Exchange Offer and (B) on the effective date of any post-effective amendment to the Exchange Offer Registration Statement.

5. Registration Expenses. Financing and Parent shall jointly and severally bear all expenses incurred in connection with the performance of their obligations under Sections 2, 3 and 4 hereof and, in the event of any Shelf Registration Statement, will reimburse the Holders for the reasonable fees and disbursements of one firm or counsel (in addition to one local counsel in each relevant jurisdiction) designated by the Majority Holders to act as counsel for the Holders in connection therewith. Notwithstanding the foregoing, the Holders of the securities being registered shall pay all agency or brokerage fees and commissions and underwriting discounts and commissions attributable to the sale of such securities and the fees and disbursements of any counsel or other advisors or experts retained by such Holders (severally or jointly), other than the counsel and experts specifically referred to above in this Section 5, transfer taxes on resale of any of the securities by such Holders and any advertising expenses incurred by or on behalf of such Holders in connection with any offers they may make.

6. Indemnification and Contribution. (a) In connection with any Registration Statement, Financing and Parent jointly and severally agree to indemnify and hold harmless each Holder of securities covered thereby (including each Purchaser and, with respect to any Prospectus delivery as contemplated in Section 4(h) hereof, each Exchanging Dealer), the directors, officers, employees and agents of each such Holder and each other person, if any, who controls any such Holder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement as originally filed or in any amendment thereof, or in any preliminary Prospectus or Prospectus, or in any amendment thereof or supplement thereto, or in any issuer free writing prospectus approved for use by Financing and Parent, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that Financing and Parent will not be liable in any case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in

reliance upon and in conformity with written information furnished to Financing or Parent by or on behalf of any such Holder specifically for inclusion therein. This indemnity agreement will be in addition to any liability which Financing and Parent may otherwise have.

Financing and Parent also jointly and severally agree to indemnify or contribute to Losses (as defined below) of, as provided in Section 6(d), any underwriters of Original Notes or New Notes registered under a Shelf Registration Statement, their officers, directors, employees and agents and each person who controls such underwriters on substantially the same basis as that of the indemnification of the Purchasers and the selling Holders provided in this Section 6(a) and shall, if requested by any Holder, enter into an underwriting agreement reflecting such agreement, as provided in Section 4(q) hereof.

(b) Each Holder of securities covered by a Registration Statement (including each Purchaser and, with respect to any Prospectus delivery as contemplated in Section 4(h) hereof, each Exchanging Dealer) severally and not jointly agrees to indemnify and hold harmless Financing, Parent, each of their directors and officers and each other person, if any, who controls Financing or Parent within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from Financing and Parent to each such Holder, but only with reference to written information relating to such Holder furnished to Financing by or on behalf of such Holder specifically for inclusion in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any such Holder may otherwise have.

(c) Promptly after receipt by an indemnified party under this Section 6 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 6, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel (and local counsel) if (i) the

use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (iii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding. It is understood, however, that Financing and Parent shall, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of only one separate firm of attorneys (in addition to any local counsel) at any time for all such Holders and controlling persons. An indemnifying party shall not be liable under this Section 6 to any indemnified party regarding any settlement or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent is consented to by such indemnifying party, which consent shall not be unreasonably withheld.

(d) In the event that the indemnity provided in paragraph (a) or (b) of this Section 6 is unavailable to or insufficient to hold harmless an indemnified party for any reason, then Financing, Parent and the Holders, in lieu of indemnifying such indemnified party, shall have a joint and several obligation to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively “Losses”) to which Financing, Parent and the Holders may be subject in such proportion as is appropriate to reflect the relative benefits received by Financing and Parent, on the one hand, and by the Holders, on the other hand, from the Initial Placement and the Registration Statement which resulted in such Losses; provided, however, that in no case shall any Purchaser or any subsequent Holder of any Original Note or New Note be responsible, in the aggregate, for any amount in excess of the purchase discount or commission applicable to such Original Note, or in the case of a New Note, applicable to the security which was exchangeable into such New Note, as set forth in the Final Memorandum and in the Purchase Agreement, nor shall any underwriter be responsible for any amount in excess of the underwriting discount or commission applicable to the securities purchased by

such underwriter under the Registration Statement which resulted in such Losses. If the allocation provided by the immediately preceding sentence is unavailable for any reason, Financing, Parent and the Holders severally shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of Financing and Parent, on the one hand, and the Holders, on the other hand, in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by Financing and Parent shall be deemed to be equal to the sum of (x) the total net proceeds from the Initial Placement (before deducting expenses) as set forth in the Final Memorandum and in the Purchase Agreement and (y) the total amount of additional interest which Financing was not required to pay as a result of registering the securities covered by the Registration Statement which resulted in such Losses. Benefits received by the Purchasers shall be deemed to be equal to the total purchase discounts and commissions as set forth in the Final Memorandum and in the Purchase Agreement, and benefits received by any other Holders shall be deemed to be equal to the value of receiving Original Notes or New Notes, as applicable, registered under the Securities Act. Benefits received by any underwriter shall be deemed to be equal to the total underwriting discounts and commissions, as set forth on the cover page of the Prospectus forming a part of the Registration Statement which resulted in such Losses. Relative fault shall be determined by reference to whether any alleged untrue statement or omission relates to information provided by Financing and Parent, on the one hand, or by Holders, on the other hand. The parties agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 6, each person who controls a Holder within the meaning of either the Securities Act or the Exchange Act and each director, officer, employee and agent of such Holder shall have the same rights to contribution as such Holder, and each person who controls Financing or Parent within the meaning of either the Securities Act or the Exchange Act, each of their officers who shall have signed the Registration Statement and each of their directors shall have the same rights to contribution as Financing and Parent, subject in each case to the applicable terms and conditions of this paragraph (d).

(e) The provisions of this Section 6 will remain in full force and effect, regardless of any investigation made by or on behalf of any Purchaser, any other Holder, Financing and Parent or any underwriter or any of the officers, directors or controlling persons referred to in this Section 6, and will survive the sale by a Holder of securities covered by a Registration Statement.

7. Miscellaneous.

(a) No Inconsistent Agreements. None of the Issuer, Financing or Parent has, as of the date hereof, entered into, nor shall it, on or after the date hereof, enter into, any agreement with respect to its securities that limits the rights granted to the Holders herein or otherwise conflicts with the provisions hereof.

(b) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, qualified, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless Financing has obtained the written consent of the Holders of at least a majority of the then outstanding aggregate principal amount of Original Notes (or, after the consummation of any Exchange Offer in accordance with Section 2 hereof, of New Notes); provided that, with respect to any matter that directly or indirectly affects the rights of any Purchaser hereunder, Financing shall obtain the written consent of each such Purchaser against which such amendment, qualification, supplement, waiver or consent is to be effective. Notwithstanding the foregoing (except the foregoing proviso), a waiver or consent to departure from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders whose securities are being sold pursuant to a Registration Statement and that does not directly or indirectly affect the rights of other Holders may be given by the Majority Holders, determined on the basis of securities being sold rather than registered under such Registration Statement.

(c) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, first-class mail, facsimile, or air courier guaranteeing overnight delivery:

(1) if to a Holder, at the most current address given by such Holder to Financing in accordance with the provisions of this Section 7(c), which address initially is, with respect to each Holder, the address of such Holder maintained by the registrar under the Indenture, with a copy in like manner to Citigroup Global Markets Inc. by facsimile (212-816-7219), Merrill Lynch, Pierce, Fenner & Smith Incorporated by facsimile (212-901-7897), Deutsche Bank Securities Inc. by facsimile (212-797-4877), Morgan Stanley & Co. LLC by facsimile (212-761-4000) and Credit Suisse (USA) LLC by facsimile (212-325-8221) and confirmed by mail to them at Citigroup Global Markets Inc. at 388 Greenwich Street, New York, NY 10013, Attention: Legal Department; Merrill Lynch, Pierce, Fenner & Smith Incorporated at One Bryant Park, New York, NY 10036, Attention: Internal Origination Counsel; Deutsche Bank Securities Inc. at 60 Wall Street, New York, NY 10005, Attention: Leverage Finance; Morgan Stanley & Co. LLC at 1585 Broadway, New York, NY 10036, Attention: High Yield Syndicate Desk; Credit Suisse Securities (USA) LLC, Eleven Madison Avenue, New York, N.Y. 10010, Attention: LCD-IBD and

(2) if to you, initially at the address set forth in the Purchase Agreement; and



(3) if to Financing or Parent, initially at the address set forth in the Purchase Agreement.

All such notices and communications shall be deemed to have been duly given when received.

The Purchasers or Financing by notice to the other may designate additional or different addresses for subsequent notices or communications.

(d) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties, including, without the need for an express assignment or any consent by Financing and Parent or subsequent Holders of Original Notes and/or New Notes. Financing and Parent hereby agree to extend the benefits of this Agreement to any Holder of Original Notes and/or New Notes and any such Holder may specifically enforce the provisions of this Agreement as if an original party hereto.

(e) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(f) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(g) Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICT OF LAW PROVISIONS THEREOF).**

(h) Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected thereby, it being intended that all the rights and privileges of the parties shall be enforceable to the fullest extent permitted by law.

(i) Securities Held by Financing or Parent, etc. Whenever the consent or approval of Holders of a specified percentage of principal amount of Original Notes or New Notes is required hereunder, Original Notes or New Notes, as applicable, held by Financing, Parent or their Affiliates (other than subsequent Holders of Original Notes or New Notes if such subsequent Holders are deemed to be Affiliates solely by reason of their holdings of such Original Notes or New Notes) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

(j) Termination. This Agreement shall automatically terminate, without any further action on the part of Financing and Parent or the Purchasers, upon the termination or cancellation of the Purchase Agreement prior to the Escrow Closing Date.

Please confirm that the foregoing correctly sets forth the agreement among Parent, Financing and you.

Very truly yours,

Level 3 Financing, Inc.

By: /s/ Robin E. Grey

Name: Robin E. Grey

Title: Senior Vice President and Treasurer

Level 3 Communications, Inc.

By: /s/ John M. Ryan

Name: John M. Ryan

Title: Executive Vice President and Chief Legal Officer of the  
Companies; Secretary of the Issuer and Assistant Secretary of  
Financing and Parent

[Signature page to the Level 3 Escrow Registration Rights Agreement (May)]

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The foregoing Agreement is hereby confirmed and accepted as of the date first above written.

By: Citigroup Global Markets Inc.

By: /s/ Stuart G. Dickson  
Name: Stuart G. Dickson  
Title: Managing Director

By: Merrill Lynch, Pierce, Fenner & Smith Incorporated

By: /s/ Scott Tolchin  
Name: Scott Tolchin  
Title: Managing Director

By: Deutsche Bank Securities Inc.

By: /s/ Mohit Pande  
Name: Mohit Pande  
Title: Director

By: /s/ Prem Parameswaran  
Name: Prem Parameswaran  
Title: Managing Director

By: Morgan Stanley & Co. LLC

By: /s/ Michael Monk  
Name: Michael Monk  
Title: Authorized Signatory

By: Credit Suisse Securities (USA) LLC

By: /s/ Jeb Slowik  
Name: Jeb Slowik  
Title: Managing Director

[Signature page to the Level 3 Escrow Registration Rights Agreement (May)]

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Each broker-dealer that receives New Notes for its own account pursuant to the Registered Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such New Notes. The Letter of Transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act. This Prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of New Notes received in exchange for Original Notes where such New Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. Financing and Parent have agreed that, starting on the date hereof (the “Expiration Date”) and ending on the close of business on the day that is 180 days following the Expiration Date, it will make this Prospectus available to any broker-dealer for use in connection with any such resale. See “Plan of Distribution.”

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Each broker-dealer that receives New Notes for its own account in exchange for Original Notes, where such Original Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such New Notes. See “Plan of Distribution.”

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## PLAN OF DISTRIBUTION

Each broker-dealer that receives New Notes for its own account pursuant to the Registered Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such New Notes. The Prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of New Notes received in exchange for Original Notes where such Original Notes were acquired as a result of market-making activities or other trading activities. Each of Financing and Parent has agreed that, starting on the Expiration Date and ending on the close of business on the day that is 180 days following the Expiration Date, it will make this Prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until [ ], 20 [ ], all dealers effecting transactions in the Exchange Securities may be required to deliver a prospectus.\*

Neither Financing nor Parent will receive any proceeds from any sale of New Notes by broker-dealers. New Notes received by broker-dealers for their own account pursuant to the Exchange Offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the New Notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer and/or the purchasers of any such New Notes. Any broker-dealer that resells New Notes that were received by it for its own account pursuant to the Registered Exchange Offer and any broker or dealer that participates in a distribution of such New Notes may be deemed to be an “underwriter” within the meaning of the Securities Act and any profit of any such resale of New Notes and any commissions or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The Letter of Transmittal states that by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

For a period of 180 days after the Expiration Date, Financing and Parent will promptly send additional copies of this Prospectus and any amendment or supplement to this Prospectus to any broker-dealer that requests such documents in the Letter of Transmittal. Financing and Parent have agreed to pay all expenses incident to the Exchange Offer (other than the expenses of counsel for the Holders of the Original Notes) other than commissions or concessions of any brokers or

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\* In addition, the legend required by Item 502(e) of Regulation S-K will appear on the back cover page of the Exchange Offer Prospectus.

dealers and will indemnify the Holders of the Original Notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

[If applicable, add information required by Regulation S-K Items 507 and/or 508.]



Rider A

CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Rider B

If the undersigned is not a broker-dealer, the undersigned represents that it acquired the New Notes in the ordinary course of its business, it is not engaged in, and does not intend to engage in, a distribution of New Notes and it has no arrangements or understandings with any person to participate in a distribution of the New Notes. If the undersigned is a broker-dealer that will receive New Notes for its own account in exchange for Original Notes, it represents that the Original Notes to be exchanged for New Notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a prospectus in connection with any resale of such New Notes; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

LEVEL 3 FINANCING, INC.

\$600,000,000 8.125% Senior Notes due 2019

REGISTRATION AGREEMENT

New York, New York  
October 4, 2011

To: Citigroup Global Markets Inc.  
Merrill Lynch, Pierce, Fenner & Smith Incorporated  
Deutsche Bank Securities Inc.  
Morgan Stanley & Co. LLC  
Credit Suisse Securities (USA) LLC

In care of:

Citigroup Global Markets Inc.  
388 Greenwich Street  
New York, NY 10013

Merrill Lynch, Pierce, Fenner & Smith Incorporated  
One Bryant Park  
New York, NY 10036

Deutsche Bank Securities Inc.  
60 Wall Street  
New York, NY 10005

Morgan Stanley & Co. LLC  
1585 Broadway  
New York, NY 10036

Credit Suisse Securities (USA) LLC  
Eleven Madison Avenue  
New York, NY 10010

Ladies and Gentlemen:

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This Registration Rights Agreement (this “Agreement”) dated as of October 4, 2011, between Level 3 Financing, Inc., a Delaware corporation (“Financing”) and Level 3 Communications, Inc., a Delaware corporation (“Parent”) is entered into in connection with the Purchase Agreement dated as of July 14, 2011 (the “Purchase Agreement”), by and among Level 3 Escrow, Inc., a Delaware corporation (the “Issuer”), Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Deutsche Bank Securities Inc., Morgan Stanley & Co. LLC and Credit Suisse Securities (USA) LLC as representatives (the “Representatives”) for the several purchasers listed in Schedule I thereto (together with the Representatives, the “Purchasers”) and, solely with respect to certain provisions therein, Parent and Financing, pursuant to which Issuer agreed to issue and sell to the Purchasers \$600,000,000 aggregate principal amount of its 8.125% Senior Notes due 2019 (the “Original Notes”).

The Original Notes, the Existing Notes and any New Notes are issued pursuant to the Indenture, dated as of June 9, 2011 (as amended or supplemented from time to time, the “Indenture”), between the Issuer and The Bank of New York Mellon Trust Company, N.A., as Trustee (as defined herein), as the same may be amended from time to time in accordance with the terms thereof. Concurrently with the consummation of the Global Crossing Acquisition (as defined herein), each of Financing, Parent and, subject to the receipt of requisite regulatory approvals, Level 3 Communications, LLC (“Level 3 LLC”) will execute and deliver a supplemental indenture to the Indenture dated as of the date hereof pursuant to which Financing assumes all of the Issuer’s obligations under the Original Notes and the Indenture and Parent and Level 3 LLC unconditionally guarantee on a senior basis Financing’s obligations under the Original Notes and the Indenture.

The execution and delivery of such supplemental indenture and of this Agreement are conditions to the release of the Escrow Funds (as defined in the Escrow Agreement) to the Parent or Financing pursuant to the Escrow Agreement (as defined herein). As an inducement to the Purchasers to enter into the Purchase Agreement and in satisfaction of a condition to your obligations thereunder, Financing and Parent jointly and severally agree with you, (i) for the benefit of the Purchasers and (ii) for the benefit of the holders from time to time of the Original Notes (including the Purchasers) (each of the foregoing a “Holder” and together the “Holders”), as follows:

1. Definitions. Capitalized terms used herein without definition shall have their respective meanings set forth in the Purchase Agreement. As used in this Agreement, the following capitalized defined terms shall have the following meanings:

“Affiliate” of any specified person means any other person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such specified person. For purposes of this definition, control of a person means the power, direct or indirect, to direct or cause the direction of the management and policies of such person whether by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Agreement” has the meaning specified in the first introductory paragraph hereto.

“Commission” means the Securities and Exchange Commission.

“Escrow Agreement” means the Escrow Agreement dated as of July 28, 2011, as amended from time to time, by and among Citibank, N.A., as escrow agent, The Bank of New York Mellon Trust Company, N.A., as Trustee, the Issuer and, to the extent set forth therein, Parent and Financing.

“Escrow Closing Date” means October 4, 2011.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

“Exchange Offer Prospectus” means the prospectus included in the Exchange Offer Registration Statement, as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the New Notes covered by such Exchange Offer Registration Statement, and all amendments and supplements thereto and all material incorporated by reference therein.

“Exchange Offer Registration Period” means the 180-day period following the consummation of the Registered Exchange Offer, exclusive of any period during which any stop order shall be in effect suspending the effectiveness of the Exchange Offer Registration Statement.

“Exchange Offer Registration Statement” means a registration statement of Financing and Parent (and any other guarantor of the Original Notes or the New Notes) on an appropriate form under the Securities Act with respect to the Registered Exchange Offer, all amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

“Exchanging Dealer” means any Holder (which may include the Purchasers) which is a broker-dealer electing to exchange Original Notes acquired for its own account as a result of market-making activities or other trading activities for New Notes.

“Existing Notes” means the \$600,000,000 aggregate principal amount of the Issuer’s 8.125% Senior Notes due 2019 issued on June 9, 2011 and any debt securities of the Issuer exchanged for such 8.125% Senior Notes due 2019 and identical in all material respects to such notes (except that the interest rate step-up provisions and the transfer restrictions will be modified or eliminated, as appropriate).

“Financing” has the meaning specified in the first introductory paragraph hereto.

“Global Crossing Acquisition” means the acquisition of Global Crossing Limited and its subsidiary companies by Parent pursuant to the Agreement and Plan of Amalgamation, dated as of April 10, 2011, by and among Parent, Apollo Amalgamation Sub, Ltd. and Global Crossing Limited.

“Holder” has the meaning specified in the second introductory paragraph hereto.

“Indenture” has the meaning specified in the second introductory paragraph hereto.

“Issuer” has the meaning specified in the first introductory paragraph hereto.

“Level 3 LLC” has the meaning specified in the second introductory paragraph hereto.

“Majority Holders” means the Holders of a majority of the aggregate principal amount of the Original Notes, the New Notes and any Existing Notes registered under a Registration Statement.

“Managing Underwriters” means the investment banker or investment bankers and manager or managers that shall administer an offering of securities under a Shelf Registration Statement.

“New Notes” means debt securities of Financing identical in all material respects to the Original Notes (except that the interest rate step-up provisions and the transfer restrictions will be modified or eliminated, as appropriate), to be issued under the Indenture.

“Original Notes” has the meaning set forth in the first introductory paragraph hereto.

“Parent” has the meaning specified in the first introductory paragraph hereto.

“Purchase Agreement” has the meaning specified in the first introductory paragraph hereto.

“Purchasers” has the meaning specified in the first introductory paragraph hereto.

“Prospectus” means the prospectus included in any Registration Statement (including, without limitation, a prospectus that discloses information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A, Rule 430B or Rule 430C under the Securities Act), as amended or supplemented

by any prospectus supplement, with respect to the terms of the offering of any portion of the Original Notes or the New Notes covered by such Registration Statement, and all amendments and supplements to the Prospectus, including post-effective amendments.

“Registered Exchange Offer” means the proposed offer to the Holders to issue and deliver to such Holders, in exchange for the Original Notes, a like principal amount of the New Notes.

“Registration Securities” has the meaning set forth in Section 3(a) hereof.

“Registration Statement” means any Exchange Offer Registration Statement or Shelf Registration Statement that covers any of the Original Notes or the New Notes pursuant to the provisions of this Agreement, all amendments and supplements to such registration statement, including, without limitation, post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

“Shelf Registration” means a registration effected pursuant to Section 3 hereof.

“Shelf Registration Period” has the meaning set forth in Section 3(b) hereof.

“Shelf Registration Statement” means a “shelf” registration statement of Parent and Financing (and any other guarantor of the Original Notes or the New Notes) pursuant to the provisions of Section 3 hereof which covers some of or all the Original Notes or New Notes, as applicable, on an appropriate form under Rule 415 under the Securities Act, or any similar rule that may be adopted by the Commission, all amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

“Trustee” means the trustee with respect to the Original Notes, the Existing Notes and the New Notes under the Indenture.

“underwriter” means any underwriter of securities in connection with an offering thereof under a Shelf Registration Statement.

## 2. Registered Exchange Offer; Resales of New Notes by Exchanging Dealers; Private Exchange.

(a) Financing and Parent shall prepare and, not later than April 1, 2012, shall file with the Commission the Exchange Offer Registration Statement with respect to

the Registered Exchange Offer. Financing and Parent shall use their commercially reasonable efforts to cause the Exchange Offer Registration Statement to become effective under the Securities Act by June 30, 2012.

(b) Upon the effectiveness of the Exchange Offer Registration Statement, Financing and Parent shall promptly commence the Registered Exchange Offer, it being the objective of such Registered Exchange Offer to enable each Holder electing to exchange Original Notes for New Notes (assuming that such Original Notes do not constitute a portion of an unsold allotment acquired by such Holder directly from the Issuer, such Holder is not an Affiliate of the Issuer, Financing or Parent, such Holder acquires the New Notes in the ordinary course of its business and such Holder has no arrangements with any person to participate in the distribution of the New Notes) to trade such New Notes from and after their receipt without any limitations or restrictions under the Securities Act and without material restrictions under the securities laws of a substantial proportion of the several states of the United States.

(c) In connection with the Registered Exchange Offer, Financing and Parent shall:

(i) mail to each Holder a copy of the Prospectus forming part of the Exchange Offer Registration Statement, together with an appropriate letter of transmittal and related documents;

(ii) keep the Registered Exchange Offer open for not less than 20 business days after the date notice thereof is mailed to the Holders (or longer if required by applicable law);

(iii) utilize the services of a depository for the Registered Exchange Offer with an address in the Borough of Manhattan, The City of New York; and

(iv) comply in all material respects with all applicable laws.

(d) As soon as practicable after the close of the Registered Exchange Offer, Financing and Parent shall:

(i) accept for exchange all Original Notes tendered and not validly withdrawn pursuant to the Registered Exchange Offer;

(ii) deliver to the Trustee for cancellation all Original Notes so accepted for exchange; and

(iii) cause the Trustee promptly to authenticate and deliver to each Holder of Original Notes a principal amount of New Notes equal to the principal amount of the Original Notes of such Holder so accepted for exchange.

(e) The Purchasers, Financing and Parent acknowledge that, pursuant to current interpretations by the Commission's staff of Section 5 of the Securities Act, and in the absence of an applicable exemption therefrom, each Exchanging Dealer is required to deliver a Prospectus in connection with a sale of any New Notes received by such Exchanging Dealer pursuant to the Registered Exchange Offer in exchange for Original Notes acquired for its own account as a result of market-making activities or other trading activities. Accordingly, Financing and Parent shall:

(i) include the information set forth in Annex A hereto on the cover of the Exchange Offer Registration Statement, in Annex B hereto in the forepart of the Exchange Offer Registration Statement in a section setting forth details of the Exchange Offer, in Annex C hereto in the underwriting or plan of distribution section of the Prospectus forming a part of the Exchange Offer Registration Statement, and in Annex D hereto in the Letter of Transmittal delivered pursuant to the Registered Exchange Offer (it being understood that a Holder's participation in the Exchange Offer is conditioned on the Holder, by executing and returning the Letter of Transmittal, representing in writing to Financing as set forth in Rider B of Annex D hereto); and

(ii) use commercially reasonable efforts to keep the Exchange Offer Registration Statement continuously effective under the Securities Act during the Exchange Offer Registration Period for delivery by Exchanging Dealers in connection with sales of New Notes received pursuant to the Registered Exchange Offer, as contemplated by Section 4(h) below.

(f) In the event that any Purchaser determines that it is not eligible to participate in the Registered Exchange Offer with respect to the exchange of Original Notes constituting any portion of an unsold allotment, at the request of such Purchaser, Financing and Parent shall issue and deliver to such Purchaser or the party purchasing New Notes registered under a Shelf Registration Statement as contemplated by Section 3 hereof from such Purchaser, in exchange for such Original Notes, a like principal amount of New Notes. Financing and Parent shall seek to cause the CUSIP Service Bureau to issue the same CUSIP number for such New Notes as for New Notes issued pursuant to the Registered Exchange Offer.

(g) Financing and Parent may include in the Exchange Offer Registration Statement up to \$600,000,000 aggregate principal amount of the Existing Notes, to be exchanged for New Notes.

3. Shelf Registration. If, (i) because of any change in law or applicable interpretations thereof by the Commission's staff, Financing and Parent determine upon advice of outside counsel that they are not permitted to effect the Registered Exchange Offer as contemplated by Section 2 hereof, or (ii) for any other reason the Exchange Offer Registration Statement is not declared effective by June 30, 2012 or the Registered Exchange Offer is not consummated on or prior to the later of (x) July 30, 2012 and (y) 30 business days following the initial effectiveness date of the Exchange



Offer Registration Statement, or (iii) any Purchaser so requests with respect to Original Notes (or any New Notes received pursuant to Section 2(f)) not eligible to be exchanged for New Notes in a Registered Exchange Offer or, in the case of any Purchaser that participates in any Registered Exchange Offer, such Purchaser does not receive freely tradable New Notes, or (iv) any Holder (other than a Purchaser) is not eligible to participate in the Registered Exchange Offer or (v) in the case of any such Holder that participates in the Registered Exchange Offer, such Holder does not receive freely tradable New Notes in exchange for tendered securities, other than by reason of such Holder being an affiliate of Financing and Parent within the meaning of the Securities Act (it being understood that, for purposes of this Section 3, (x) the requirement that a Purchaser deliver a Prospectus containing the information required by Items 507 and/or 508 of Regulation S-K under the Securities Act in connection with sales of New Notes acquired in exchange for such Original Notes shall result in such New Notes being not “freely tradeable” but (y) the requirement that an Exchanging Dealer deliver a Prospectus in connection with sales of New Notes acquired in the Registered Exchange Offer in exchange for Original Notes acquired as a result of market-making activities or other trading activities shall not result in such New Notes being not “freely tradeable”), the following provisions shall apply:

(a) Financing and Parent shall as promptly as practicable (but in no event more than the later of (i) April 1, 2011 or (ii) 45 days after so required or requested pursuant to this Section 3), file with the Commission and thereafter shall use their commercially reasonable efforts to cause to become effective under the Securities Act, or, if permitted by Rule 430B under the Securities Act, otherwise designate an existing registration statement filed with the Commission as, a Shelf Registration Statement relating to the offer and sale of the Original Notes or the New Notes, as applicable, by the Holders from time to time in accordance with the methods of distribution elected by such Holders and set forth in such Shelf Registration Statement (such Original Notes or New Notes, as applicable, to be sold by such Holders under such Shelf Registration Statement being referred to herein as “Registration Securities”); provided, however, that, with respect to New Notes received by a Purchaser in exchange for Original Notes constituting any portion of an unsold allotment, Financing and Parent may, if permitted by current interpretations by the Commission’s staff, file a post-effective amendment to the Exchange Offer Registration Statement containing the information required by Regulation S-K Items 507 and/or 508, as applicable, in satisfaction of their obligations under this paragraph (a) with respect thereto, and any such Exchange Offer Registration Statement, as so amended, shall be referred to herein as, and governed by the provisions herein applicable to, a Shelf Registration Statement. Unless the Shelf Registration Statement is an automatic shelf registration statement (as defined in Rule 405 under the Securities Act), Financing and Parent shall include the information required by Rule 430B(b)(2)(iii) under the Securities Act.

(b) Financing and Parent shall use their commercially reasonable efforts to keep the Shelf Registration Statement continuously effective in order to permit the Prospectus forming part thereof to be usable by Holders for a period of two years from

the date the Shelf Registration Statement becomes effective or is designated as such or such shorter period that will terminate when all the Original Notes or New Notes, as applicable, covered by the Shelf Registration Statement have been sold pursuant to the Shelf Registration Statement (in any such case, such period being called the “Shelf Registration Period”). Financing and Parent shall be deemed not to have used their commercially reasonable efforts to keep the Shelf Registration Statement effective during the Shelf Registration Period if Financing or Parent voluntarily takes any action that would result in Holders of securities covered thereby not being able to offer and sell such securities during that period, unless (i) such action is required by applicable law or (ii) such action is taken by such party in good faith and for valid business reasons (not including avoidance of the obligations of Financing and Parent hereunder), including the acquisition or divestiture of assets, so long as Financing and Parent promptly thereafter comply with the requirements of Section 4(k) hereof, if applicable.

(c) Financing and Parent may include in the Shelf Registration Statement up to \$600,000,000 aggregate principal amount of Existing Notes or New Notes issued in exchange for Existing Notes, as applicable, to be offered and sold by the holders thereof from time to time in accordance with the methods of distribution elected by such holders and set forth in such Shelf Registration Statement.

4. Registration Procedures. In connection with any Shelf Registration Statement and, to the extent applicable, any Exchange Offer Registration Statement, the following provisions shall apply:

(a) (i) Financing and Parent shall furnish to you, prior to the filing or designation thereof with the Commission, a copy of any Exchange Offer Registration Statement, each amendment thereof and each amendment or supplement, if any, to the Prospectus included therein and shall use its commercially reasonable efforts to reflect in each such document, when so filed or designated with the Commission, such comments as you reasonably may propose.

(ii) Financing and Parent shall furnish to you, prior to the filing or designation thereof with the Commission, a copy of any Shelf Registration Statement, each amendment thereof and each amendment or supplement, if any, to the Prospectus included therein and shall use its commercially reasonable efforts to reflect in each such document, when so filed or designated with the Commission, such comments as any Holder whose securities are to be included in such Shelf Registration Statement reasonably may propose.

(b) Financing and Parent shall ensure that (i) any Registration Statement and any amendment thereto and any Prospectus forming part thereof and any amendment or supplement thereto complies in all material respects with the Securities Act and the rules and regulations thereunder, (ii) any Registration Statement and any amendment thereto does not, when it becomes effective (or, in the case of a previously filed registration statement that is effective at the time it

is designated as a Shelf Registration Statement, when it is so designated), contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and (iii) any Prospectus forming part of any Registration Statement, and any amendment or supplement to such Prospectus, does not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(c) (1) Financing and Parent shall advise you and, in the case of a Shelf Registration Statement, the Holders of securities covered thereby, and, if requested by you or any such Holder, confirm such advice in writing:

(i) when a Registration Statement and any amendment thereto has been filed (or, in the case of a previously filed registration statement designated as a Shelf Registration Statement, when it is so designated) with the Commission and when the Registration Statement or any post-effective amendment thereto has become effective (or, in the case of a previously filed registration statement that is effective at the time it is designated as a Shelf Registration Statement, when it is so designated); and

(ii) of any request by the Commission for amendments or supplements to the Registration Statement or the Prospectus included therein or for additional information.

(2) Financing and Parent shall advise you and, in the case of a Shelf Registration Statement, the Holders of securities covered thereby, and, in the case of an Exchange Offer Registration Statement, any Exchanging Dealer which has provided in writing to Financing a telephone or facsimile number and address for notices, and, if requested by you or any such Holder or Exchanging Dealer, confirm such advice in writing:

(i) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose;

(ii) of the receipt by Financing or Parent of any notification with respect to the suspension of the qualification of the securities included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(iii) of the happening of any event that requires the making of any changes in the Registration Statement or the Prospectus so that, as of such date, the statements therein are not misleading and do not omit to state a material fact required to be stated therein or necessary to make the

statements therein (in the case of the Prospectus, in the light of the circumstances under which they were made) not misleading (which advice shall be accompanied by an instruction to suspend the use of the Prospectus until the requisite changes have been made).

Each such Holder or Exchanging Dealer agrees by its acquisition of such securities to be sold by such Holder or Exchanging Dealer, that, upon being so advised by Financing or Parent of any event described in clause (iii) of this paragraph (c)(2), such Holder or Exchanging Dealer will forthwith discontinue disposition of such securities under such Registration Statement or Prospectus, until such Holder's or Exchanging Dealer's receipt of the copies of the supplemented or amended Prospectus contemplated by paragraph 4 (k) hereof, or until it is advised in writing by Financing or Parent that the use of the applicable Prospectus may be resumed.

(d) Financing and Parent shall use their commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement at the earliest possible time.

(e) Financing and Parent shall furnish to each Holder of securities included within the coverage of any Shelf Registration Statement, without charge, at least one copy of such Shelf Registration Statement and any post-effective amendment thereto, including financial statements and schedules, and, if the Holder so requests in writing, any documents incorporated by reference therein and all exhibits thereto (including those incorporated by reference therein).

(f) Financing and Parent shall, during the Shelf Registration Period, deliver to each Holder of securities included within the coverage of any Shelf Registration Statement, without charge, as many copies of the Prospectus (including each preliminary Prospectus) included in such Shelf Registration Statement and any amendment or supplement thereto as such Holder may reasonably request; and each of Financing and Parent hereby consent to the use of the Prospectus or any amendment or supplement thereto by each of the selling Holders of securities in connection with the offering and sale of the securities covered by the Prospectus or any amendment or supplement thereto.

(g) Financing and Parent shall furnish to each Exchanging Dealer which so requests, without charge, at least one copy of the Exchange Offer Registration Statement and any post-effective amendment thereto, including financial statements and schedules and, if the Exchanging Dealer so requests in writing, any documents incorporated by reference therein and all exhibits thereto (including those incorporated by reference therein).

(h) Financing and Parent shall, during the Exchange Offer Registration Period, promptly deliver to each Exchanging Dealer, without charge, as many copies of the Prospectus included in such Exchange Offer Registration Statement

and any amendment or supplement thereto as such Exchanging Dealer may reasonably request for delivery by such Exchanging Dealer in connection with a sale of New Notes received by it pursuant to the Registered Exchange Offer; and Financing and Parent hereby consent to the use of the Prospectus or any amendment or supplement thereto by any such Exchanging Dealer, as aforesaid.

(i) Prior to the Registered Exchange Offer or any other offering of securities pursuant to any Registration Statement, Financing shall register or qualify or cooperate with the Holders of securities included therein and their respective counsel in connection with the registration or qualification of such securities for offer and sale under the securities or blue sky laws of such jurisdictions as any such Holder reasonably requests in writing and do any and all other acts or things necessary or advisable to enable the offer and sale in such jurisdictions of the securities covered by such Registration Statement; provided, however, that Financing will not be required to qualify generally to do business in any jurisdiction where it is not then so qualified or to take any action which would subject it to general service of process or to taxation in any such jurisdiction where it is not then so subject.

(j) Financing and Parent shall cooperate with the Holders of Original Notes to facilitate the timely preparation and delivery of certificates representing Original Notes to be sold pursuant to any Registration Statement free of any restrictive legends and in such denominations and registered in such names as Holders may request prior to sales of securities pursuant to such Registration Statement.

(k) Upon the occurrence of any event contemplated by paragraph (c)(2)(iii) above, Financing and Parent shall promptly prepare a post-effective amendment to any Registration Statement or an amendment or supplement to the related Prospectus or file any other required document so that, as thereafter delivered to purchasers of the securities included therein, the Prospectus will not include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) Not later than the effective date (or the designation date, in the case of a previously filed registration statement that is effective at the time it is designated as a Shelf Registration Statement) of any such Registration Statement hereunder, Financing and Parent shall provide a CUSIP number for each of the Original Notes or the New Notes, as the case may be, registered under such Registration Statement, and provide the Trustee with printed certificates for such Original Notes or New Notes, in a form, if requested by the applicable Holder or Holder's counsel, eligible for deposit with The Depository Trust Company or any successor thereto under the Indenture.

(m) Financing and Parent shall use their commercially reasonable efforts to comply with all applicable rules and regulations of the Commission to the extent and so long as they are applicable to the Registered Exchange Offer or the Shelf Registration and will make generally available to the security holders of Financing a consolidated earning statement (which need not be audited) covering a twelve-month period commencing after the effective date (or the designation date, in the case of a previously filed registration statement that is effective at the time it is designated as a Shelf Registration Statement) of the Registration Statement and ending not later than 15 months thereafter, as soon as practicable after the end of such period, which consolidated earning statement shall satisfy the provisions of Section 11(a) of the Securities Act.

(n) Financing and Parent shall cause the Indenture to be qualified under the Trust Indenture Act of 1939, as amended, on or prior to the effective date (or the designation date, in the case of a previously filed registration statement that is effective at the time it is designated as a Shelf Registration Statement) of any Shelf Registration Statement or Exchange Offer Registration Statement.

(o) Financing and Parent may require each Holder of securities to be sold pursuant to any Shelf Registration Statement to furnish to Financing in writing such information regarding the Holder and the distribution of such securities as Financing may from time to time reasonably require for inclusion in such Registration Statement. Financing may exclude from any such Registration Statement the securities of any such Holder who fails to furnish such information within a reasonable time after receiving such request. Each Holder as to which any Shelf Registration is being effected agrees to furnish promptly to Financing all information required to be disclosed in order to make the information previously furnished to Financing by such Holder not materially misleading. Each Holder further agrees that neither such Holder nor any underwriter participating in any disposition pursuant to any Shelf Registration Statement on such Holder's behalf will make any offer relating to the securities to be sold pursuant to such Shelf Registration Statement that would constitute an issuer free writing prospectus (as defined in Rule 433 under the Securities Act) or that would otherwise constitute a "free writing prospectus" (as defined in Rule 405 under the Securities Act) required to be filed by Financing and Parent with the Commission or retained by Financing and Parent under Rule 433 of the Securities Act, unless it has obtained the prior written consent of Financing and Parent (and except for as otherwise provided in any underwriting agreement entered into by Financing and Parent and any such underwriter).

(p) Financing and Parent shall, if requested, promptly incorporate in a Prospectus supplement or post-effective amendment to a Shelf Registration Statement, such information as the Managing Underwriters, if any, and the Majority Holders reasonably agree should be included therein and shall make all required filings of such Prospectus supplement or post-effective amendment as

soon as notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment.

(q) (i) In the case of any Shelf Registration Statement, Financing and Parent shall enter into such agreements (including underwriting agreements) and take all other appropriate actions in order to expedite or facilitate the registration or the disposition of the Original Notes, and in connection therewith, if an underwriting agreement is entered into, cause the same to contain indemnification provisions and procedures no less favorable than those set forth in Section 6 hereof (or such other provisions and procedures acceptable to the Majority Holders and the Managing Underwriters, if any), with respect to all parties to be indemnified pursuant to Section 6 hereof.

(ii) Without limiting in any way paragraph (q)(i), no Holder may participate in any underwritten registration hereunder unless such Holder (x) agrees to sell such Holder's securities to be covered by such registration on the basis provided in any underwriting arrangements approved by the Majority Holders and the Managing Underwriters and (y) completes and executes in a timely manner all customary questionnaires, powers of attorney, underwriting agreements and other documents reasonably required by Financing or the Managing Underwriters in connection with such underwriting arrangements.

(r) In the case of any Shelf Registration Statement, Financing and Parent shall (i) make reasonably available for inspection by the Holders of securities to be registered thereunder, any underwriter participating in any disposition pursuant to such Registration Statement, and any attorney, accountant or other agent retained by the Holders or any such underwriter all relevant financial and other records, pertinent corporate documents and properties of Parent and its subsidiaries reasonably requested by such person; (ii) cause the officers, directors and employees of Financing and Parent to supply all relevant information reasonably requested by the Holders or any such underwriter, attorney, accountant or agent in connection with any such Registration Statement as is customary for due diligence examinations in connection with primary underwritten offerings; provided, however, that any information that is nonpublic at the time of delivery of such information shall be kept confidential by the Holders or any such underwriter, attorney, accountant or agent, unless such disclosure is made in connection with a court proceeding or required by law, or such information becomes available to the public generally or through a third party without an accompanying obligation of confidentiality; (iii) make such representations and warranties to the Holders of securities registered thereunder and the underwriters, if any, in form, substance and scope as are customarily made by an issuer to underwriters in primary underwritten offerings; (iv) obtain opinions of counsel to Financing and Parent (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the Managing Underwriters, if any) addressed to each selling Holder and the underwriters, if any, covering such matters as are

customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such Holders and underwriters; (v) obtain “cold comfort” letters (or, in the case of any person that does not satisfy the conditions for receipt of a “cold comfort” letter specified in Statement on Auditing Standards No. 72 or any successor standard, an “agreed-upon procedures” letter under Statement on Auditing Standards No. 35 or any successor standard) and updates thereof from the independent certified public accountants of Parent (and, if necessary, any other independent certified public accountants of any subsidiary of Parent or of any business acquired by Parent for which financial statements and financial data are, or are required to be, included or incorporated by reference in the Registration Statement), addressed to each selling Holder of securities registered thereunder and the underwriters, if any, in customary form and covering matters of the type customarily covered in “cold comfort” letters in connection with primary underwritten offerings; and (vi) deliver such documents and certificates as may be reasonably requested by the Majority Holders and the Managing Underwriters, if any, including those to evidence compliance with Section 4(k) and with any customary conditions contained in the underwriting agreement or other agreement entered into by Financing and Parent. The foregoing actions set forth in clauses (iii), (iv), (v) and (vi) of this Section 4(r) shall be performed (A) on the effective date (or the designation date, in the case of a previously filed registration statement that is effective at the time it is designated as a Shelf Registration Statement) of such Registration Statement and each post-effective amendment thereto and (B) at each closing under any underwriting or similar agreement as and to the extent required thereunder.

(s) In the case of any Exchange Offer Registration Statement, Financing and Parent shall (i) make reasonably available for inspection by each Purchaser, and any attorney, accountant or other agent retained by such Purchaser, all relevant financial and other records, pertinent corporate documents and properties of Parent and its subsidiaries reasonably requested by such person; (ii) cause the officers, directors and employees of Financing and Parent to supply all relevant information reasonably requested by such Purchaser or any such attorney, accountant or agent in connection with any such Registration Statement as is customary for due diligence examinations in connection with primary underwritten offerings; provided, however, that any information that is nonpublic at the time of delivery of such information shall be kept confidential by such Purchaser or any such attorney, accountant or agent, unless such disclosure is made in connection with a court proceeding or required by law, or such information becomes available to the public generally or through a third party without an accompanying obligation of confidentiality; (iii) make such representations and warranties to such Purchaser, in form, substance and scope as are customarily made by an issuer to underwriters in primary underwritten offerings; (iv) obtain opinions of counsel to Financing and Parent (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to such Purchaser and its counsel), addressed to such Purchaser, covering such



matters as are customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such Purchaser or its counsel; (v) obtain “cold comfort” letters and updates thereof from the independent certified public accountants of Parent (and, if necessary, any other independent certified public accountants of any subsidiary of Parent or of any business acquired by Parent for which financial statements and financial data are, or are required to be, included or incorporated by reference in the Registration Statement), addressed to such Purchaser, in customary form and covering matters of the type customarily covered in “cold comfort” letters in connection with primary underwritten offerings, or if requested by such Purchaser or its counsel in lieu of a “cold comfort” letter, an agreed-upon procedures letter under Statement on Auditing Standards No. 35 or any successor standard, covering matters requested by such Purchaser or its counsel; and (vi) deliver such documents and certificates as may be reasonably requested by such Purchaser or its counsel, including those to evidence compliance with Section 4(k) and with conditions customarily contained in underwriting agreements. The foregoing actions set forth in clauses (iii), (iv), (v) and (vi) of this Section 4 (s) shall be performed (A) at the close of the Registered Exchange Offer and (B) on the effective date of any post-effective amendment to the Exchange Offer Registration Statement.

5. Registration Expenses. Financing and Parent shall jointly and severally bear all expenses incurred in connection with the performance of their obligations under Sections 2, 3 and 4 hereof and, in the event of any Shelf Registration Statement, will reimburse the Holders for the reasonable fees and disbursements of one firm or counsel (in addition to one local counsel in each relevant jurisdiction) designated by the Majority Holders to act as counsel for the Holders in connection therewith. Notwithstanding the foregoing, the Holders of the securities being registered shall pay all agency or brokerage fees and commissions and underwriting discounts and commissions attributable to the sale of such securities and the fees and disbursements of any counsel or other advisors or experts retained by such Holders (severally or jointly), other than the counsel and experts specifically referred to above in this Section 5, transfer taxes on resale of any of the securities by such Holders and any advertising expenses incurred by or on behalf of such Holders in connection with any offers they may make.

6. Indemnification and Contribution. (a) In connection with any Registration Statement, Financing and Parent jointly and severally agree to indemnify and hold harmless each Holder of securities covered thereby (including each Purchaser and, with respect to any Prospectus delivery as contemplated in Section 4(h) hereof, each Exchanging Dealer), the directors, officers, employees and agents of each such Holder and each other person, if any, who controls any such Holder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims,

damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement as originally filed or in any amendment thereof, or in any preliminary Prospectus or Prospectus, or in any amendment thereof or supplement thereto, or in any issuer free writing prospectus approved for use by Financing and Parent, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that Financing and Parent will not be liable in any case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to Financing or Parent by or on behalf of any such Holder specifically for inclusion therein. This indemnity agreement will be in addition to any liability which Financing and Parent may otherwise have.

Financing and Parent also jointly and severally agree to indemnify or contribute to Losses (as defined below) of, as provided in Section 6(d), any underwriters of Original Notes or New Notes registered under a Shelf Registration Statement, their officers, directors, employees and agents and each person who controls such underwriters on substantially the same basis as that of the indemnification of the Purchasers and the selling Holders provided in this Section 6(a) and shall, if requested by any Holder, enter into an underwriting agreement reflecting such agreement, as provided in Section 4(q) hereof.

(b) Each Holder of securities covered by a Registration Statement (including each Purchaser and, with respect to any Prospectus delivery as contemplated in Section 4(h) hereof, each Exchanging Dealer) severally and not jointly agrees to indemnify and hold harmless Financing, Parent, each of their directors and officers and each other person, if any, who controls Financing or Parent within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from Financing and Parent to each such Holder, but only with reference to written information relating to such Holder furnished to Financing by or on behalf of such Holder specifically for inclusion in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any such Holder may otherwise have.

(c) Promptly after receipt by an indemnified party under this Section 6 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 6, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such

failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel (and local counsel) if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (iii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding. It is understood, however, that Financing and Parent shall, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of only one separate firm of attorneys (in addition to any local counsel) at any time for all such Holders and controlling persons. An indemnifying party shall not be liable under this Section 6 to any indemnified party regarding any settlement or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent is consented to by such indemnifying party, which consent shall not be unreasonably withheld.

(d) In the event that the indemnity provided in paragraph (a) or (b) of this Section 6 is unavailable to or insufficient to hold harmless an indemnified party for any reason, then Financing, Parent and the Holders, in lieu of indemnifying such indemnified

party, shall have a joint and several obligation to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively “ Losses ”) to which Financing, Parent and the Holders may be subject in such proportion as is appropriate to reflect the relative benefits received by Financing and Parent, on the one hand, and by the Holders, on the other hand, from the Initial Placement and the Registration Statement which resulted in such Losses; provided, however, that in no case shall any Purchaser or any subsequent Holder of any Original Note or New Note be responsible, in the aggregate, for any amount in excess of the purchase discount or commission applicable to such Original Note, or in the case of a New Note, applicable to the security which was exchangeable into such New Note, as set forth in the Final Memorandum and in the Purchase Agreement, nor shall any underwriter be responsible for any amount in excess of the underwriting discount or commission applicable to the securities purchased by such underwriter under the Registration Statement which resulted in such Losses. If the allocation provided by the immediately preceding sentence is unavailable for any reason, Financing, Parent and the Holders severally shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of Financing and Parent, on the one hand, and the Holders, on the other hand, in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by Financing and Parent shall be deemed to be equal to the sum of (x) the total net proceeds from the Initial Placement (before deducting expenses) as set forth in the Final Memorandum and in the Purchase Agreement and (y) the total amount of additional interest which Financing was not required to pay as a result of registering the securities covered by the Registration Statement which resulted in such Losses. Benefits received by the Purchasers shall be deemed to be equal to the total purchase discounts and commissions as set forth in the Final Memorandum and in the Purchase Agreement, and benefits received by any other Holders shall be deemed to be equal to the value of receiving Original Notes or New Notes, as applicable, registered under the Securities Act. Benefits received by any underwriter shall be deemed to be equal to the total underwriting discounts and commissions, as set forth on the cover page of the Prospectus forming a part of the Registration Statement which resulted in such Losses. Relative fault shall be determined by reference to whether any alleged untrue statement or omission relates to information provided by Financing and Parent, on the one hand, or by Holders, on the other hand. The parties agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11 (f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 6, each person who controls a Holder within the meaning of either the Securities Act or the Exchange Act and each director, officer, employee and agent of such Holder shall have the same rights to contribution as such Holder, and each person who controls Financing or Parent within the meaning of either the Securities Act or the Exchange Act, each of their officers who shall have signed the Registration Statement and each of their directors

shall have the same rights to contribution as Financing and Parent, subject in each case to the applicable terms and conditions of this paragraph (d).

(e) The provisions of this Section 6 will remain in full force and effect, regardless of any investigation made by or on behalf of any Purchaser, any other Holder, Financing and Parent or any underwriter or any of the officers, directors or controlling persons referred to in this Section 6, and will survive the sale by a Holder of securities covered by a Registration Statement.

7. Miscellaneous.

(a) No Inconsistent Agreements. None of the Issuer, Financing or Parent has, as of the date hereof, entered into, nor shall it, on or after the date hereof, enter into, any agreement with respect to its securities that limits the rights granted to the Holders herein or otherwise conflicts with the provisions hereof.

(b) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, qualified, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless Financing has obtained the written consent of the Holders of at least a majority of the then outstanding aggregate principal amount of Original Notes (or, after the consummation of any Exchange Offer in accordance with Section 2 hereof, of New Notes); provided that, with respect to any matter that directly or indirectly affects the rights of any Purchaser hereunder, Financing shall obtain the written consent of each such Purchaser against which such amendment, qualification, supplement, waiver or consent is to be effective. Notwithstanding the foregoing (except the foregoing proviso), a waiver or consent to departure from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders whose securities are being sold pursuant to a Registration Statement and that does not directly or indirectly affect the rights of other Holders may be given by the Majority Holders, determined on the basis of securities being sold rather than registered under such Registration Statement.

(c) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, first-class mail, facsimile, or air courier guaranteeing overnight delivery:

(1) if to a Holder, at the most current address given by such Holder to Financing in accordance with the provisions of this Section 7(c), which address initially is, with respect to each Holder, the address of such Holder maintained by the registrar under the Indenture, with a copy in like manner to Citigroup Global Markets Inc. by facsimile (212-816-7219), Merrill Lynch, Pierce, Fenner & Smith Incorporated by facsimile (212-901-7897), Deutsche Bank Securities Inc. by facsimile (212-797-4877), Morgan Stanley & Co. LLC by facsimile (212-761-4000) and Credit Suisse (USA) LLC by facsimile (212-325-8221) and confirmed by mail to them at Citigroup Global Markets Inc. at 388 Greenwich Street, New York, NY 10013, Attention: Legal Department; Merrill Lynch, Pierce, Fenner &

Smith Incorporated at One Bryant Park, New York, NY 10036, Attention: Internal Origination Counsel; Deutsche Bank Securities Inc. at 60 Wall Street, New York, NY 10005, Attention: Leverage Finance; Morgan Stanley & Co. LLC at 1585 Broadway, New York, NY 10036, Attention: High Yield Syndicate Desk; Credit Suisse Securities (USA) LLC, Eleven Madison Avenue, New York, N.Y. 10010, Attention: LCD-IBD and

(2) if to you, initially at the address set forth in the Purchase Agreement; and

(3) if to Financing or Parent, initially at the address set forth in the Purchase Agreement.

All such notices and communications shall be deemed to have been duly given when received.

The Purchasers or Financing by notice to the other may designate additional or different addresses for subsequent notices or communications.

(d) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties, including, without the need for an express assignment or any consent by Financing and Parent or subsequent Holders of Original Notes and/or New Notes. Financing and Parent hereby agree to extend the benefits of this Agreement to any Holder of Original Notes and/or New Notes and any such Holder may specifically enforce the provisions of this Agreement as if an original party hereto.

(e) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(f) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(g) Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICT OF LAW PROVISIONS THEREOF).**

(h) Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected thereby, it being intended that all the rights and privileges of the parties shall be enforceable to the fullest extent permitted by law.

(i) Securities Held by Financing or Parent, etc. Whenever the consent or approval of Holders of a specified percentage of principal amount of Original Notes or New Notes is required hereunder, Original Notes or New Notes, as applicable, held by Financing, Parent or their Affiliates (other than subsequent Holders of Original Notes or New Notes if such subsequent Holders are deemed to be Affiliates solely by reason of their holdings of such Original Notes or New Notes) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

(j) Termination. This Agreement shall automatically terminate, without any further action on the part of Financing and Parent or the Purchasers, upon the termination or cancellation of the Purchase Agreement prior to the Escrow Closing Date.

Please confirm that the foregoing correctly sets forth the agreement among Parent, Financing and you.

Very truly yours,

Level 3 Financing, Inc.

By: /s/ Robin E. Grey

Name: Robin E. Grey

Title: Senior Vice President and Treasurer

Level 3 Communications, Inc.

By: /s/ John M. Ryan

Name: John M. Ryan

Title: Executive Vice President and Chief Legal Officer of the  
Companies; Secretary of the Issuer and Assistant Secretary of  
Financing and Parent

[Signature page to the Level 3 Escrow Registration Rights Agreement (July)]

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The foregoing Agreement is hereby  
confirmed and accepted as of the  
date first above written.

By: Citigroup Global Markets Inc.

By: /s/ Stuart G. Dickson  
Name: Stuart G. Dickson  
Title: Managing Director

By: Merrill Lynch, Pierce, Fenner & Smith Incorporated

By: /s/ Scott Tolchin  
Name: Scott Tolchin  
Title: Managing Director

By: Deutsche Bank Securities Inc.

By: /s/ Mohit Pande  
Name: Mohit Pande  
Title: Director

By: /s/ Prem Parameswaran  
Name: Prem Parameswaran  
Title: Managing Director

By: Morgan Stanley & Co. LLC

By: /s/ Michael Monk  
Name: Michael Monk  
Title: Authorized Signatory

By: Credit Suisse Securities (USA) LLC

By: /s/ Jeb Slowik  
Name: Jeb Slowik  
Title: Managing Director

[Signature page to the Level 3 Escrow Registration Rights Agreement (July)]

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Each broker-dealer that receives New Notes for its own account pursuant to the Registered Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such New Notes. The Letter of Transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act. This Prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of New Notes received in exchange for Original Notes where such New Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. Financing and Parent have agreed that, starting on the date hereof (the “Expiration Date”) and ending on the close of business on the day that is 180 days following the Expiration Date, it will make this Prospectus available to any broker-dealer for use in connection with any such resale. See “Plan of Distribution.”

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Each broker-dealer that receives New Notes for its own account in exchange for Original Notes, where such Original Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such New Notes. See “Plan of Distribution.”

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## PLAN OF DISTRIBUTION

Each broker-dealer that receives New Notes for its own account pursuant to the Registered Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such New Notes. The Prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of New Notes received in exchange for Original Notes where such Original Notes were acquired as a result of market-making activities or other trading activities. Each of Financing and Parent has agreed that, starting on the Expiration Date and ending on the close of business on the day that is 180 days following the Expiration Date, it will make this Prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until [ ], 20 [ ], all dealers effecting transactions in the Exchange Securities may be required to deliver a prospectus.\*

Neither Financing nor Parent will receive any proceeds from any sale of New Notes by broker-dealers. New Notes received by broker-dealers for their own account pursuant to the Exchange Offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the New Notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer and/or the purchasers of any such New Notes. Any broker-dealer that resells New Notes that were received by it for its own account pursuant to the Registered Exchange Offer and any broker or dealer that participates in a distribution of such New Notes may be deemed to be an “underwriter” within the meaning of the Securities Act and any profit of any such resale of New Notes and any commissions or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The Letter of Transmittal states that by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

For a period of 180 days after the Expiration Date, Financing and Parent will promptly send additional copies of this Prospectus and any amendment or supplement to this Prospectus to any broker-dealer that requests such documents in the Letter of Transmittal. Financing and Parent have agreed to pay all expenses incident to the Exchange Offer (other than the expenses of counsel for the Holders of the Original Notes) other than commissions or concessions of any brokers or

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\* In addition, the legend required by Item 502(e) of Regulation S-K will appear on the back cover page of the Exchange Offer Prospectus.

dealers and will indemnify the Holders of the Original Notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

[If applicable, add information required by Regulation S-K Items 507 and/or 508.]

Rider A

CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Rider B

If the undersigned is not a broker-dealer, the undersigned represents that it acquired the New Notes in the ordinary course of its business, it is not engaged in, and does not intend to engage in, a distribution of New Notes and it has no arrangements or understandings with any person to participate in a distribution of the New Notes. If the undersigned is a broker-dealer that will receive New Notes for its own account in exchange for Original Notes, it represents that the Original Notes to be exchanged for New Notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a prospectus in connection with any resale of such New Notes; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

SECOND AMENDMENT AGREEMENT dated as of October 4, 2011 (this “Agreement”), to Amended and Restated Credit Agreement dated as of April 16, 2009, as amended by that certain First Amendment, dated as of May 15, 2009 (the “Original Credit Agreement”), among LEVEL 3 COMMUNICATIONS, INC. (“Level 3”), LEVEL 3 FINANCING, INC., as Borrower (the “Borrower”), the LENDERS party thereto, MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, as Joint Lead Arranger and Joint Bookrunner, MORGAN STANLEY & CO. INCORPORATED, as Joint Lead Arranger, Joint Bookrunner and Syndication Agent, BANC OF AMERICA SECURITIES LLC, as Sole Lead Arranger and Sole Bookrunner for the Tranche B Term Loans, CITIGROUP GLOBAL MARKETS, INC., CREDIT SUISSE SECURITIES (USA) LLC and WACHOVIA BANK, N.A., as Co-Documentation Agents, and MERRILL LYNCH CAPITAL CORPORATION, as Administrative Agent and Collateral Agent.

Capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Original Credit Agreement or the Restated Credit Agreement (as defined below), as the context may require.

Level 3 has entered into an agreement and plan of amalgamation dated as of April 10, 2011 (together with all exhibits and schedules thereto, and all definitive documentation relating thereto, the “Acquisition Agreement”) with Apollo Amalgamation Sub, Ltd., an exempt company with limited liability organized under the laws of Bermuda (“AcquireCo”), and Global Crossing Limited, an exempt company with limited liability organized under the laws of Bermuda (“Global Crossing”), pursuant to which AcquireCo and Global Crossing will amalgamate with the amalgamated entity, Level 3 GC, Ltd. (“Level 3 GC”), surviving as a direct or indirect Wholly Owned Subsidiary of Level 3 (the “Acquisition”).

In connection with the Acquisition and on or prior to the Second Restatement Effective Date (as defined below), (a) Global Crossing will repay or prepay (or the Borrower will tender for and cancel or otherwise cause to be extinguished) (i) the Existing Global Crossing Notes (as defined below) and (ii) all other Indebtedness of Global Crossing and its Subsidiaries to the extent such other Indebtedness would not be permitted under the Restated Credit Agreement as of the Second Restatement Effective Date after giving effect to the Transactions (as defined below) (collectively, the “Existing Global Crossing Debt Repayment”), (b) the Borrower will obtain the Tranche B II Term Loans, (c) the Borrower will assume the obligations under and obtain the proceeds of senior unsecured notes in an aggregate principal amount of not more than \$1,200,000,000 previously issued by an Unrestricted Subsidiary of the Borrower (the “Senior Notes”), (d) Level 3 GC shall, by way of contribution, merger or other means of transfer, become

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a direct or indirect Wholly Owned Subsidiary of the Borrower and (e) Level 3 and the Borrower will pay the fees, expenses and premiums incurred in connection with the foregoing. The Acquisition, the Existing Global Crossing Debt Repayment, the incurrence of the Tranche B II Term Loans, the issuance of the Senior Notes and the other transactions contemplated hereby are collectively referred to herein as the “Transactions”.

References herein to the “Existing Global Crossing Notes” shall mean, collectively, the (a) (i) 10.75% Senior Secured Notes due 2014 and (ii) 11.75% Senior Secured Notes due 2014, in each case issued by Global Crossing (UK) Finance PLC and (b) (i) 12.00% Senior Secured Notes due 2015 and (ii) 9.00% Senior Unsecured Notes due 2019, in each case issued by Global Crossing.

Pursuant to Section 9.02(d) of the Original Credit Agreement, (a) the Original Credit Agreement and the other Loan Documents may be amended to establish, among other things, one or more additional classes of term loans by an agreement in writing entered into by Level 3, the Borrower, the Administrative Agent, the Collateral Agent and each person (including any Lender) agreeing to make such additional term loans, but without the consent of any other Lender, (b) the Borrower has requested that the Tranche B II Term Lenders make Tranche B II Term Loans available to the Borrower in an aggregate principal amount of \$650,000,000 on the terms provided for herein and in the Restated Credit Agreement, the net proceeds of which, together with additional funds of the Borrower, will be advanced by the Borrower to Level 3 LLC on the Second Restatement Effective Date in an amount equal to the aggregate principal amount of the Tranche B II Term Loans made, against delivery of the Loan Proceeds Note (as increased by the amount of \$650,000,000 to evidence such loan made by the Borrower to Level 3 LLC on the Second Restatement Effective Date), and (c) the Tranche B II Term Lenders are willing to become parties hereto and to the Restated Credit Agreement, and to extend Tranche B II Term Loans having the terms and conditions provided for herein and in the Restated Credit Agreement.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendment and Restatement of the Original Credit Agreement, the Collateral Agreement and the Loan Proceeds Note. (a) Effective as of the Second Restatement Effective Date, the Original Credit Agreement (excluding, except as expressly set forth herein, any schedule or exhibit thereto, each of which shall remain as in effect immediately prior to the Second Restatement Effective Date) is hereby amended and restated to be in the form attached as Annex I hereto (the Original Credit Agreement, as so amended and restated, being referred to as the “Restated Credit Agreement”).

(b) Effective as of the Second Restatement Effective Date, Schedule 2.01 to the Original Credit Agreement is hereby amended to include the information on Schedule 2.01(a) attached hereto.



(c) Effective as of the Second Restatement Effective Date, Exhibits A, C-2 and H to the Original Credit Agreement are hereby amended and restated to be in the form of Exhibits A, C-2 and H, respectively, attached hereto.

(d) Effective as of the Second Restatement Effective Date, the Collateral Agreement is hereby amended and restated to be in the form attached hereto as Exhibit C-2.

(e) Effective as of the Second Restatement Effective Date, the Loan Proceeds Note is hereby amended and restated to be in the form attached hereto as Exhibit H.

SECTION 2. Collateral and Guarantees. (a) Notwithstanding anything to the contrary in the Restated Credit Agreement or any other Loan Document, solely with respect to any Regulated Guarantor Subsidiary or any Regulated Grantor Subsidiary, (i) any Guarantee provided by any Regulated Guarantor Subsidiary under any Security Document shall initially be deemed not to Guarantee the Tranche B II Term Obligations, (ii) any Liens on, or other security interests in or pledges of, assets granted by such Regulated Grantor Subsidiary under any Security Document shall initially be deemed not to secure the Tranche B II Term Obligations and (iii) the Guarantee and Collateral Requirement, insofar as it relates to the Tranche B II Term Obligations, shall initially not be required to be satisfied in respect of such Regulated Guarantor Subsidiary or Regulated Grantor Subsidiary, as the case may be. At such time as the General Counsel, the Chief Legal Officer, any Assistant Chief Legal Officer or any Assistant General Counsel of Level 3 shall have delivered to the Administrative Agent written notice that the Tranche B II Guarantee Permit Condition shall have been satisfied with respect to any Regulated Guarantor Subsidiary, (x) clause (i) of the first sentence of this paragraph (a) shall become inoperative with respect to such Regulated Guarantor Subsidiary and such Regulated Grantor Subsidiary shall automatically be deemed to Guarantee the Tranche B II Term Obligations as provided in the Security Documents, and (y) the Guarantee and Collateral Requirement, insofar as it relates to Guarantees by such Regulated Guarantor Subsidiary of the Tranche B II Term Obligations, shall be required to be satisfied in respect of such Regulated Guarantor Subsidiary. At such time as the General Counsel, the Chief Legal Officer, any Assistant Chief Legal Officer or any Assistant General Counsel of Level 3 shall have delivered to the Administrative Agent written notice that the Tranche B II Collateral Permit Condition shall have been satisfied with respect to any Regulated Grantor Subsidiary, (x) clause (ii) of the first sentence of this paragraph (a) shall become inoperative with respect to such Regulated Grantor Subsidiary and such Regulated Grantor Subsidiary shall automatically be deemed to grant Liens on, security interests in and pledges of its assets to secure the Tranche B II Term Obligations as provided in the Security Documents and (y) the Guarantee and Collateral Requirement, insofar as it relates to the granting of Liens, security interests and pledges to secure the Tranche B II Term Obligations shall be required to be satisfied in respect of such Regulated Grantor Subsidiary.

(b) Each of Level 3 and the Borrower (i) will endeavor, and cause each Regulated Guarantor Subsidiary and Regulated Grantor Subsidiary to endeavor, in

good faith using commercially reasonable efforts, to (A) cause the Tranche B II Guarantee Permit Condition and the Tranche B II Collateral Permit Condition to be satisfied with respect to each Regulated Guarantor Subsidiary and Regulated Grantor Subsidiary at the earliest practicable date and (ii) will cause the General Counsel, the Chief Legal Officer, any Assistant Chief Legal Officer or any Assistant General Counsel of Level 3 to deliver to the Administrative Agent the applicable notice referred to in paragraph (a) of this Section promptly (and in any event within 5 Business Days) following satisfaction of the Tranche B II Guarantee Permit Condition or the Tranche B II Collateral Permit Condition in respect of any Regulated Guarantor Subsidiary or Regulated Grantor Subsidiary, each of which is a Guarantor and/or Grantor with respect to any other Class of Loans. For purposes of this Section, the requirement that Level 3, the Borrower or any Subsidiary of Level 3 use “commercially reasonable efforts” shall not be deemed to require it to make material payments in excess of normal fees and costs to or at the direction of Governmental Authorities or to change the manner in which it conducts its business in any respect that the management of Level 3 shall determine in good faith to be adverse or materially burdensome. Upon the reasonable request of Level 3 or the Borrower, the Administrative Agent and the Tranche B II Term Lenders will cooperate with Level 3 and the Borrower as necessary to enable them to comply with their obligations under this Section.

(c) For purposes of this Section, the following terms have the meanings specified below:

“Regulated Grantor Subsidiary” means Level 3 Communications, LLC, WilTel Communications, LLC, Broadwing, LLC, Broadwing Communications, LLC, TelCove Operations, LLC and Global Crossing Telecommunications, Inc.

“Regulated Guarantor Subsidiary” means Level 3 Communications, LLC, WilTel Communications, LLC, Broadwing Communications, LLC, TelCove Operations, LLC and Global Crossing Telecommunications, Inc.

“Tranche B II Collateral Permit Condition” means, with respect to any Regulated Grantor Subsidiary, that such Regulated Grantor Subsidiary has obtained all material (as determined in good faith by the General Counsel of Level 3) authorizations and consents of Federal and State Governmental Authorities, if any, required in order for it to become a Grantor in respect of the Tranche B II Term Obligations under the Collateral Agreement and to satisfy the Guarantee and Collateral Requirement with respect to the Tranche B II Term Obligations, insofar as the authorizations and consents so permit.

“Tranche B II Guarantee Permit Condition” means, with respect to any Regulated Guarantor Subsidiary, that such Regulated Guarantor Subsidiary has obtained all material (as determined in good faith by the General Counsel of Level 3) authorizations and consents of Federal and State Governmental Authorities, if any, required, in order for it to become a Guarantor in respect of the Tranche B II Term Obligations under the Guarantee Agreement and to satisfy the Guarantee and Collateral

Requirement with respect to the Tranche B II Term Obligations, insofar as the authorizations and consents so permit.

**SECTION 3. Benefits of Loan Documents.** The Tranche B II Term Loans shall be entitled to all the benefits afforded by the Restated Credit Agreement and the other Loan Documents and shall benefit equally and ratably (except as provided in Section 2 above) from the Guarantees created by the Guarantee Agreement and the security interests created by the Collateral Agreement and the other Security Documents.

**SECTION 4. Representations and Warranties.** Each of Level 3 and the Borrower represents and warrants to the Lenders that:

(a) the execution, delivery, and performance by each of Level 3, the Borrower and the other Loan Parties of this Agreement, and the consummation of the transactions contemplated hereby by each Loan Party on the Second Restatement Effective Date, are within the powers of Level 3, the Borrower or such other Loan Party, as applicable, and have been duly authorized by all necessary corporate or other action and, if required, stockholder or member action;

(b) this Agreement has been duly executed and delivered by Level 3, the Borrower and each other Loan Party and constitutes, and each other Loan Document to which any Loan Party is a party constitutes, a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law;

(c) the representations and warranties of (i) Level 3 and the Borrower contained in Article III of the Original Credit Agreement and (ii) each Loan Party contained in any other Loan Document are true and correct in all material respects on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date, and except that (A) the representations and warranties contained in Section 3.04(a) of the Original Credit Agreement shall be deemed to refer to the most recent financial statements furnished pursuant to Section 5.01(a) of the Original Credit Agreement, (B) references in such representations and warranties and the definition of "Disclosed Matters" to the "Effective Date" shall be deemed to be references to the "Second Restatement Effective Date", (C) references to "January 1, 2007" and "March 12, 2007" in the definition of "Disclosed Matters" and Section 3.04(c) shall be deemed to be references to "January 1, 2011" and "October 4, 2011", respectively, (D) Section 3.06(a) shall be deemed to include the following phrase in the parenthetical after the words "Disclosed Matters": "and as disclosed on Schedule 3.06 attached to the Second Amendment Agreement", and (E) references in such representations and warranties to "Schedule 3.12" and

“Schedule 3.13” shall be deemed to be references to Schedule 3.12 and Schedule 3.13, respectively, attached hereto;

(d) none of Level 3, the Borrower or the other Subsidiaries of Level 3 is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying Margin Stock (as defined in Regulation U of the Board). No part of the proceeds of any Tranche B II Term Loans will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, (i) to purchase or carry Margin Stock or to extend credit to others for the purpose of purchasing or carrying Margin Stock or to refund indebtedness originally incurred for such purpose, or (ii) for any purpose that entails a violation of, or that is inconsistent with, the provisions of the Regulations of the Board, including Regulation U or Regulation X; and

(e) to the extent applicable, each Loan Party is in compliance, in all material respects, with the PATRIOT Act (as defined below).

**SECTION 5. Ticking Fees.** The Borrower shall pay to each Tranche B II Term Lender a ticking fee on its Tranche B II Term Commitment for each period set forth in the table below at the rate per annum corresponding to such period. The ticking fee shall commence accruing on the date of final allocation of the Tranche B II Term Commitments, as determined by the Lead Arrangers referred to below (the “Allocation Date”), notice of which date shall be given by the Lead Arrangers to the Borrower, and shall be payable to each Tranche B II Term Lender on the Second Restatement Effective Date, if the Second Restatement Effective Date occurs. The ticking fee shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

<b>Period</b>	<b>Ticking Fee Rate</b>
From and including the Allocation Date through and including the 30th day following the Allocation Date	0%
From and including the 31st day after the Allocation Date through and including the 60th day following the Allocation Date	2.125%
From and including the 61st day after the Allocation Date through and including the 90th day following the Allocation Date	4.25%
From and including the 91st day after the Allocation Date through but excluding the Second Restatement Effective Date	The LIBO Rate for a three month Interest Period (after giving effect to the 1.50% “floor” set forth in the definition of LIBO Rate) as of the Second Restatement Effective Date, plus 4.25%

SECTION 6. Effectiveness. The amendment and restatement of the Original Credit Agreement and the amendment or amendment and restatement of certain schedules and exhibits thereto as set forth in Section 1 hereof, and the obligations of the Tranche B II Term Lenders to make the Tranche B II Term Loans hereunder, shall become effective on the first date (the “Second Restatement Effective Date”) on which each of the following conditions shall have been satisfied (or waived in accordance with Section 9.02 of the Restated Credit Agreement):

(a) The Administrative Agent (or its counsel) shall have received from Level 3, the Borrower, each other Loan Party, the Administrative Agent and each Tranche B II Term Lender either (i) counterparts of this Agreement signed on behalf of each such party or (ii) written evidence satisfactory to the Administrative Agent (which may include a fax or electronic transmission of a signed signature page of this Agreement) that each such party has signed a counterpart of this Agreement.

(b) The Administrative Agent and Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global Markets Inc., Deutsche Bank Securities Inc., Morgan Stanley Senior Funding, Inc. and Credit Suisse Securities (USA) LLC, as joint lead arrangers and joint bookrunning managers for the Tranche B II Term Loans (collectively, the “Lead Arrangers”), shall have received favorable written opinions (addressed to the Administrative Agent, the Lead Arrangers and the Tranche B II Term Lenders and dated the Second Restatement Effective Date) of (i) Willkie Farr & Gallagher LLP, counsel for the Borrower, (ii) the Chief Legal Officer or an Assistant General Counsel of Level 3, (iii) Potter Anderson & Corroon LLP, Delaware local counsel, and (iv) Bingham McCutchen LLP, regulatory counsel for the Borrower, covering such matters relating to the Loan Parties, the Loan Documents or the transactions contemplated by this Agreement as the Administrative Agent or the Lead Arrangers shall reasonably request.

(c) The Administrative Agent and the Lead Arrangers shall have received such documents and certificates as the Administrative Agent, the Lead Arrangers or their counsel may reasonably request relating to the organization, existence and good standing of each Loan Party, the authorization by the Loan Parties of the transactions contemplated hereby and any other legal matters relating to the Loan Parties, the Loan Documents or the Transactions, all in form and substance reasonably satisfactory to the Administrative Agent, the Lead Arrangers and their counsel.

(d) The Administrative Agent and the Lead Arrangers shall have received a certificate signed by a Financial Officer of Level 3, dated the Second Restatement Effective Date, confirming satisfaction of the conditions set forth in paragraphs (e), (h), (i), (j) and (m) below and certifying that (i) the representations and warranties made by Global Crossing in the Acquisition Agreement that are material to the interests of the Lenders (but in each case only to the extent Level 3

or AcquireCo has the right to terminate its obligations under the Acquisition Agreement as a result of a breach of such representations and warranties or to the extent the accuracy of such representations and warranties is a condition precedent to the obligations of Level 3 or AcquireCo under the Acquisition Agreement) are true and correct in all material respects as of the Second Restatement Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date, (ii) the representations and warranties set forth in Sections 4(a), 4(b), 4(d) and 4 (e) hereof are true and correct as of the Second Restatement Effective Date and (iii) the representations and warranties set forth in Section 4(c) hereof relating to the representations and warranties contained in Sections 3.01, 3.02, 3.03(a), 3.03(b), 3.08, 3.16 and 3.19 of the Restated Credit Agreement (in each case, substituting all references in Section 4(c) to the “Original Credit Agreement” with references to the “Restated Credit Agreement” and all references in Section 4(c) to the “date hereof” with references to the “Second Restatement Effective Date”) are true and correct as of the Second Restatement Effective Date.

(e) Subject to Section 2 hereof, the Guarantee and Collateral Requirement shall have been satisfied.

(f) The Administrative Agent, the Lead Arrangers and the Tranche B II Term Lenders shall have received all fees and other amounts due and payable to them on or prior to the Second Restatement Effective Date, including the reimbursement or payment of all reasonable out-of-pocket expenses for which reasonably detailed invoices have been presented prior to the Second Restatement Effective Date (including the reasonable fees, charges and disbursements of Cravath, Swaine & Moore LLP, counsel for the Administrative Agent) incurred in connection with this Agreement.

(g) The Administrative Agent and the Lead Arrangers shall have received (i) a completed (A) perfection certificate in the form of Annex II hereto (the “Second Restatement Effective Date Perfection Certificate”) and (B) perfection certificate in the form of Annex III hereto (the “Second Restatement Effective Date Loan Proceeds Note Perfection Certificate”), each dated the Second Restatement Effective Date and signed by a Financial Officer, in each case, together with all attachments contemplated thereby, and (ii) the results of a search of the Uniform Commercial Code (or equivalent) filings made with respect to the Loan Parties in the jurisdictions contemplated by the Second Restatement Effective Date Perfection Certificate and copies of the financing statements (or similar documents) disclosed by such search and evidence reasonably satisfactory to the Administrative Agent and the Lead Arrangers that the Liens indicated by such financing statements (or similar documents) are permitted by Section 6.05 of the Restated Credit Agreement or have been released.

(h) The Acquisition shall have been consummated, or substantially concurrently with the borrowing of the Tranche B II Term Loans shall be

consummated, in accordance with the Acquisition Agreement; provided that, without the prior consent of the Lead Arrangers, no provision of the Acquisition Agreement shall have been amended, supplemented or otherwise modified, and no provision thereof shall have been waived by Level 3, in a manner that is material and adverse to the interests of the Lenders. Global Crossing shall have become, or substantially concurrently with the borrowing of the Tranche B II Term Loans shall become, a Wholly Owned Subsidiary of the Borrower.

(i) Global Crossing or the Borrower shall have consummated, or substantially concurrently with the borrowing of the Tranche B II Term Loans shall consummate (or arrangements therefor reasonably satisfactory to the Lead Arrangers shall have been made), the Existing Global Crossing Debt Repayment, and all commitments and all Liens and Guarantees relating to the Indebtedness repaid or extinguished pursuant thereto shall have been, or substantially concurrently with the borrowing of the Tranche B II Term Loans shall be, terminated or released. After giving effect to the Transactions, Global Crossing and its Subsidiaries shall have no Indebtedness other than (i) Guarantees in respect of the Loans and the Senior Notes and (ii) other Indebtedness permitted under the Restated Credit Agreement as of the Second Restatement Effective Date after giving effect to the Transactions.

(j) The incurrence of the Tranche B II Term Loans, including the Liens and Guarantees provided in connection therewith pursuant to the Loan Documents, and the consummation of the other Transactions shall not result in (i) a Default under the Original Credit Agreement or a default or event of default under the Existing Notes, the Parent's Indentures or any other material Indebtedness of Level 3 and its Subsidiaries or (ii) the creation or imposition of any Liens on the assets of Level 3, the Borrower, Global Crossing or any of their respective Subsidiaries (other than Liens created under the Loan Documents).

(k) Level 3 and Global Crossing shall have made all annual and quarterly filings required to be made by them pursuant to the Securities and Exchange Act of 1934, as amended, and the Lead Arrangers shall have received (i) audited consolidated balance sheets and related statements of operations, stockholders' equity and cash flows of each of Level 3 and Global Crossing for each of the three fiscal years most recently ended at least 90 days prior to the Second Restatement Effective Date, which shall be prepared in accordance with GAAP, (ii) unaudited consolidated balance sheets and related statements of operations, stockholders' equity and cash flows of each of Level 3 and Global Crossing for each subsequent fiscal quarter ended at least 45 days prior to the Second Restatement Effective Date, which shall be prepared in accordance with GAAP, and (iii) a pro forma consolidated balance sheet and related pro forma consolidated statement of operations of Level 3 as of the end of the most recently ended fiscal quarter for which financial statements have been delivered pursuant to clause (i) or (ii) above and for the four consecutive fiscal quarters then ended, prepared after giving effect to the Transactions and the other transactions contemplated hereby as if they had occurred as of the last day thereof (in the case of such balance sheet) or

at the beginning of the four consecutive fiscal quarter period then ended (in the case of such statement of operations), in each case meeting the requirements of Regulation S-X for Form S-1 registration statements (but excluding information required by Rule 3-10 under Regulation S-X). The financial statements required to be received by the Lead Arrangers pursuant to this paragraph (k) shall be deemed to have been received when reports containing such financial statements are posted by the applicable parties on the Securities and Exchange Commission's website on the internet at [www.sec.gov](http://www.sec.gov).

(l) The Administrative Agent and the Lead Arrangers shall have received a certificate from Level 3 and the Borrower's insurance broker as to the insurance maintained by Level 3, the Borrower and each of the Restricted Subsidiaries.

(m) Except as disclosed in the introductory paragraph to Article III or Article IV of the Acquisition Agreement, since December 31, 2010, no (i) Company Material Adverse Effect (as defined in the Acquisition Agreement) shall have occurred and (ii) no Combined Material Adverse Effect shall have occurred. For purposes of this clause (l), "Combined Material Adverse Effect" means any event, change, circumstance, effect, development or state of facts that, individually or in the aggregate, (A) is or is reasonably likely to become, materially adverse to the business, assets, financial condition, liabilities or results of operations of Level 3, Global Crossing and their respective Subsidiaries, taken as a whole; provided, however, that Combined Material Adverse Effect shall not include the effect of any event, change, circumstance, effect, development or state of facts arising out of or attributable to (1) general economic conditions, (2) the industries in which the Level 3, Global Crossing and their respective Subsidiaries operate, (3) changes in law, (4) changes in GAAP, (5) the negotiation, execution, announcement, pendency or performance of the Acquisition Agreement and the Amalgamation Agreement (as defined in the Acquisition Agreement) or the transactions contemplated thereby or the consummation of the transactions contemplated by the Acquisition Agreement and the Amalgamation Agreement, (6) acts of war, armed hostilities, sabotage or terrorism, or any escalation or worsening of any such acts of war, armed hostilities, sabotage or terrorism threatened or underway as of the date of the Acquisition Agreement, and (7) earthquakes, hurricanes, floods, or other natural disasters, except, in the case of the foregoing clauses (1) and (2), to the extent that such event, change, circumstance, effect, development or state of facts affects Level 3, Global Crossing and their respective Subsidiaries in a materially disproportionate manner when compared to the effect of such event, change, circumstance, effect, development or state of facts on other Persons in the industries in which Level 3, Global Crossing and their respective Subsidiaries operate, or (B) would prevent or materially impair or materially delay the ability of Level 3 or Global Crossing to perform its obligations under the Acquisition Agreement and the Amalgamation Agreement or to consummate the transactions contemplated thereby.

(n) The Administrative Agent and the Lead Arrangers shall have received a certificate signed by the chief financial officer of Level 3, dated the Second



Restatement Effective Date, certifying (i) with respect to the incurrence of the Tranche B II Term Loans and the Senior Notes, as to compliance with the Original Credit Agreement, the Existing Notes, the Parent's Indentures and any other material Indebtedness of Level 3 and its Subsidiaries and (ii) that, immediately following the making of the Tranche B II Term Loans on the Second Restatement Effective Date and after giving effect to the application of the proceeds of the Tranche B II Term Loans and the other Transactions, (A) the fair value of the assets of Level 3 and its Subsidiaries on a consolidated basis, at a fair valuation, will exceed their debts and liabilities, subordinated, contingent or otherwise; (B) the present fair saleable value of the property of Level 3 and its Subsidiaries, on a consolidated basis, will be greater than the amount that will be required to pay the probable liability of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (C) Level 3 and its Subsidiaries on a consolidated basis, will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (D) Level 3 and its Subsidiaries, on a consolidated basis, will not have unreasonably small capital with which to conduct the business in which they are engaged as such business is now conducted and is proposed to be conducted following the Second Restatement Effective Date.

(o) The Administrative Agent and the Lead Arrangers shall have received executed copies of the 8.125% Notes Indenture, any 8.125% Notes Supplemental Indentures and the 8.125% Offering Proceeds Note.

(p) At least 3 Business Days prior to the Second Restatement Effective Date, the Administrative Agent shall have received a fully completed and executed notice of borrowing with respect to the Tranche B II Term Loans, together with a break-funding letter agreement in form and substance reasonably satisfactory to the Administrative Agent and the Lead Arrangers.

(q) At least 5 Business Days prior to the Second Restatement Effective Date, the Lead Arrangers shall have received all documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (Title III of Pub. L. 107-56) (the "PATRIOT Act"), that is requested at least 5 Business Days prior to the date when delivery is required to be made under this paragraph (q).

The Administrative Agent shall notify Level 3, the Borrower and the Lenders of the Second Restatement Effective Date, and such notice shall be conclusive and binding.

SECTION 7. Consent to Additional Amendments to the Restated Credit Agreement. Each Tranche B II Term Lender hereby agrees that the Restated Credit Agreement and the Security Documents shall be amended (the "Covenant Amendment") in the manner set forth in this Section 7. The Covenant Amendment shall become

effective on the date on which the Administrative Agent (or its counsel) shall have received executed counterparts to an amendment, consent or other agreement implementing the Covenant Amendment signed on behalf of Level 3, the Borrower, the Administrative Agent and such additional Lenders that, when taken together with the Tranche B II Term Lenders consenting to the Covenant Amendment pursuant to this Agreement, constitute the Required Lenders as of such date. Each Tranche B II Term Lender hereby agrees that any assignee of any Tranche B II Term Loan on or after the Second Restatement Effective Date shall take such Tranche B II Term Loan subject to, and shall be bound by, the consent to the Covenant Amendment provided by the Tranche B II Term Lenders pursuant to this Agreement.

(a) Section 1.01 of the Restated Credit Agreement shall be amended by inserting the following new definitions in appropriate alphabetical order:

(i) “‘ Permitted First Lien Intercreditor Agreement ’ means a First Lien Intercreditor Agreement, in substantially the form of Exhibit I, by and between the Collateral Agent and any “Additional Collateral Agent” referred to therein, Level 3, the Borrower and the other Loan Parties.”

(ii) “‘ Permitted First Lien Refinancing Indebtedness ’ means refinancing Indebtedness of a Loan Party permitted to be Incurred under Section 6.01(b)(viii) and Section 6.02(b)(vi); provided that (a) such Indebtedness is permitted to be Incurred under the provisions of all other Material Indebtedness of Level 3 and its Subsidiaries outstanding at the time of Incurrence thereof, (b) such Indebtedness is Incurred in respect of any Class or Classes of Loans under this Agreement permitted to be Incurred under Section 6.01(b)(ii) and Section 6.02(b)(ii) or in respect of any other Permitted First Lien Refinancing Indebtedness that, when Incurred, met the requirements of this definition, (c) on the date of Incurrence of such Indebtedness, Loans (of such Class or Classes as designated by the Borrower) shall be permanently prepaid pursuant to Section 2.05(a), or other Permitted First Lien Refinancing Indebtedness shall be permanently prepaid, redeemed, defeased, retired or repurchased, in an aggregate principal amount (or if issued at a discount, in an aggregate Accreted Value amount), plus accrued interest thereon and any premium and expenses payable in connection therewith as permitted by Section 6.01(b)(viii) and Section 6.02(b)(vi), at least equal to the aggregate principal amount of such refinancing Indebtedness (and any related commitments outstanding in respect of such Loans or other Indebtedness so refinanced shall be permanently reduced by a corresponding amount), (d) such Indebtedness by its terms, or by the terms of any agreement or instrument pursuant to which such Indebtedness is issued, does not provide for payments of principal of such Indebtedness at stated maturity or by way of a sinking fund applicable thereto or by way of any mandatory redemption, defeasance, retirement or repurchase thereof by Level 3 or any Restricted Subsidiary (including any redemption, retirement or repurchase which is contingent upon events or circumstances, but excluding any retirement required by virtue of the acceleration of any payment with respect to such Indebtedness upon any event of default thereunder), in each case prior to the latest Maturity

Date in effect at the time of Incurrence of such Indebtedness and (e) such Indebtedness has a weighted average life to maturity equal to or greater than the greatest weighted average life to maturity of any Class of Loans outstanding at the time of such designation.”

(b) The definition of “Collateral” contained in Section 1.01 of the Restated Credit Agreement shall be amended and restated in its entirety as follows:

“‘Collateral’ means any and all ‘Collateral’, as defined in any applicable Security Document (other any Permitted First Lien Intercreditor Agreement). It is understood that the Collateral shall not include Excluded Collateral (as defined in the Collateral Agreement).”

(c) The definition of “Security Documents” contained in Section 1.01 of the Restated Credit Agreement shall be amended by inserting the words “, any Permitted First Lien Intercreditor Agreement” immediately following the words “any Loan Proceeds Note Guarantee”.

(d) Section 2.05(b) of the Restated Credit Agreement shall be amended by inserting the following sentence at the end thereof:

“Notwithstanding the foregoing, any Excess Proceeds required to be applied to Loans pursuant to this Section 2.05(b) shall be applied ratably among the Loans and, to the extent required by the terms of any Permitted First Lien Refinancing Indebtedness, the principal amount of such Permitted First Lien Refinancing Indebtedness then outstanding, and the prepayment of the Loans required pursuant to this Section 2.05(b) shall be reduced accordingly.”

(e) Clause (ii) of Section 6.01(b) of the Restated Credit Agreement shall be amended by inserting the following proviso at the end of such clause, immediately prior to the semicolon:

“; provided, however, that solely for the purposes of the establishment of any revolving credit commitments or any class of term loans pursuant to Section 9.02(d), this clause (ii) shall also permit the Incurrence of Permitted First Lien Refinancing Indebtedness”

(f) Clause (ii) of Section 6.02(b) of the Restated Credit Agreement shall be amended by inserting the following proviso at the end of such clause, immediately prior to the semicolon:

“; provided, however, that solely for the purposes of the establishment of any revolving credit commitments or any class of term loans pursuant to Section 9.02(d), this clause (ii) shall also permit the Incurrence of Permitted First Lien Refinancing Indebtedness”

(g) Clause (1) of Section 6.05(ii) of the Restated Credit Agreement shall be amended and restated in its entirety as follow:

“(1) pursuant to the Loan Documents to secure Indebtedness permitted to be Incurred pursuant to clause (ii) of paragraph (b) under Section 6.01 or clause (ii) of paragraph (b) under Section 6.02 (or Permitted First Lien Refinancing Indebtedness Incurred pursuant to clause (viii) of paragraph (b) under Section 6.01 or clause (vi) of paragraph (b) under Section 6.02);”

(h) Section 6.05(ii) of the Restated Credit Agreement shall be amended by (i) deleting the word “and” appearing immediately after the semicolon at the end of Clause (3), (ii) inserting the word “and” immediately after the semicolon at the end of Clause (4) and (iii) adding a new Clause (5) as follows:

“(5) on the Collateral to secure Permitted First Lien Refinancing Indebtedness; provided that such Liens are subject to a Permitted First Lien Intercreditor Agreement and are permitted under the provisions of all Material Indebtedness of Level 3 and its Subsidiaries at the time such Liens are incurred;”

(i) A new Section 6.14 shall be added to the Restated Credit Agreement as follows:

“SECTION 6.14. Amendments to Permitted First Lien Refinancing Indebtedness. Level 3 shall not, and shall not permit any Restricted Subsidiary to, amend, supplement or otherwise modify (pursuant to waiver or otherwise) the terms and conditions of any documentation governing any Permitted First Lien Refinancing Indebtedness in violation of the terms of the applicable Permitted First Lien Intercreditor Agreement.”

(j) A new Section 9.17 shall be added to the Restated Credit Agreement as follows:

“SECTION 9.17. Permitted First Lien Intercreditor Agreements. The Lenders acknowledge that obligations of the Loan Parties under any Permitted First Lien Refinancing Indebtedness will be secured by Liens on assets of Level 3, the Borrower and the other Loan Parties that constitute Collateral. At the request of the Borrower, the Collateral Agent shall enter into a Permitted First Lien Intercreditor Agreement establishing the relative rights of the Secured Parties and of the secured parties under the Permitted First Lien Refinancing Indebtedness with respect to the Collateral. The Administrative Agent, the Collateral Agent, and each Lender, for itself and on behalf of any Secured Party that is a successor, assignee or Related Party of such Person, hereby irrevocably (a) consents to the treatment of Liens to be provided for under any such Permitted First Lien Intercreditor Agreement, (b) authorizes and directs the Collateral Agent to execute and deliver any such Permitted First Lien Intercreditor Agreement and any documents relating thereto, in each case on behalf of the Administrative Agent, the Collateral Agent, each Lender and the other Secured Parties without any further consent, authorization or other action by any Lender, (c) agrees that, upon the execution and delivery thereof, each the Administrative Agent, the Collateral Agent, each Lender and each other Secured Party will be bound by the

provisions of any such Permitted First Lien Intercreditor Agreement as if it were a signatory thereto and will take no actions contrary to the provisions of any such Permitted First Lien Intercreditor Agreement and (d) agrees that no Lender or other Secured Party shall have any right of action whatsoever against the Collateral Agent or the Administrative Agent as a result of any action taken by the Collateral Agent or the Administrative Agent pursuant to this Section 9.17 or in accordance with the terms of any such Permitted First Lien Intercreditor Agreement. Each Lender hereby further irrevocably authorizes and directs the Administrative Agent and the Collateral Agent to enter into such amendments, supplements or other modifications to any Permitted First Lien Intercreditor Agreement in connection with any extension, renewal, refinancing or replacement of any Obligations and any Permitted First Lien Refinancing Indebtedness as are reasonably acceptable to the Administrative Agent to give effect thereto, in each case on behalf of such Lender and the other Secured Parties and without any further consent, authorization or other action by any Lender. The Administrative Agent and the Collateral Agent shall have the benefit of the provisions of Article VIII with respect to all actions taken by it pursuant to this Section 9.17 or in accordance with the terms of any such Permitted First Lien Intercreditor Agreement to the full extent thereof.”

(k) A new Exhibit I shall be added to the Restated Credit Agreement in the form of Exhibit I attached hereto.

(l) Any provision of any Security Document may be amended, supplemented or otherwise modified by an agreement in writing entered into by the Administrative Agent and the Loan Party or Loan Parties that are party thereto to effect such changes as the Borrower and the Administrative Agent shall determine are reasonably necessary to facilitate the implementation of any Permitted First Lien Intercreditor Agreement so long as such amendment, supplement or other modification is not adverse to the Lenders.

**SECTION 8. Effect of Amendment and Restatement; No Novation.** (a) Except as expressly set forth herein and in the Restated Credit Agreement, this Agreement shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Agent or the Lenders under any Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations (including, for the avoidance of doubt, any guarantee obligations and indemnity obligations of the Guarantors), covenants or agreements contained in any Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle any Loan Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in any Loan Document in similar or different circumstances.

(b) From and after the Second Restatement Effective Date, the terms “Agreement”, “this Agreement”, “herein”, “hereinafter”, “hereto”, “hereof” and words of similar import, as used in the Restated Credit Agreement, shall refer to the Original

Credit Agreement as amended and restated in the form of the Restated Credit Agreement, and the term “Credit Agreement”, as used in any Loan Document, shall mean the Restated Credit Agreement. This Agreement shall constitute a “Loan Document” for all purposes of the Restated Credit Agreement and the other Loan Documents.

(c) Neither this Agreement nor the effectiveness of the Restated Credit Agreement shall extinguish the obligations for the payment of money outstanding under the Original Credit Agreement or discharge or release any Guarantee thereof. Nothing herein contained shall be construed as a substitution or novation of the Obligations outstanding under the Original Credit Agreement or the Guarantee Agreement, which shall remain in full force and effect, except as modified hereby and by the Restated Credit Agreement. Nothing expressed or implied in this Agreement, the Restated Credit Agreement or any other document contemplated hereby or thereby shall be construed as a release or other discharge of the Borrower under the Original Credit Agreement or any Loan Party under any Loan Document (as defined in the Original Credit Agreement) from any of its obligations and liabilities thereunder.

SECTION 9. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW.

SECTION 10. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 11. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

LEVEL 3 COMMUNICATIONS, INC.,

by: /s/ Robin E. Grey

Name: Robin E. Grey

Title: Senior Vice President and Treasurer

LEVEL 3 FINANCING, INC.,

by: /s/ John M. Ryan

Name: John M. Ryan

Title: Executive Vice President and Chief Legal Officer

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BROADWING, LLC,  
BROADWING COMMUNICATIONS, LLC,  
BTE EQUIPMENT, LLC,  
ELDORADO EQUIPMENT, INC.,  
LEVEL 3 COMMUNICATIONS, LLC,  
LEVEL 3 ENHANCED SERVICES, LLC,  
LEVEL 3 INTERNATIONAL, INC.,  
TELCOVE OPERATIONS, LLC,  
WILTEL COMMUNICATIONS, LLC,

by: /s/ Neil J. Eckstein

Name: Neil J. Eckstein

Title: Senior Vice President

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MERRILL LYNCH CAPITAL CORPORATION,  
Individually, and as Administrative Agent and  
Collateral Agent,

by: /s/ Antonikia (Toni) Thomas  
Name: Antonikia (Toni) Thomas  
Title: Vice President

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BANK OF AMERICA, N.A.,  
as Tranche B II Term Lender,

by: /s/ Scott Tolchin

Name: Scott Tolchin

Title: Managing director

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**THIS AMENDED AND RESTATED LOAN PROCEEDS NOTE AMENDS AND RESTATES IN ITS ENTIRETY THE LOAN PROCEEDS NOTE, DATED MAY 15, 2009, ISSUED BY LEVEL 3 COMMUNICATIONS, LLC TO LEVEL 3 FINANCING, INC. IN THE INITIAL PRINCIPAL AMOUNT OF \$1,680,000,000.**

AMENDED AND RESTATED  
LOAN PROCEEDS NOTE

PRINCIPAL SUM: US\$2,330,000,000

ISSUE DATE: October 4, 2011

PAYEE: Level 3 Financing, Inc., a Delaware corporation

Level 3 Communications, LLC, a limited liability company organized under the laws of the State of Delaware (the “Payor”), for value received, hereby promises to pay ON DEMAND to the order of the Payee stated above, the Principal Sum stated above (or so much thereof as shall not have been prepaid) and to pay interest (computed on the basis of a 360-day year comprised of twelve 30-day months) on the unpaid principal hereof from the Issue Date stated above, or from the most recent date to which interest has been paid, at the rates payable by the Payee in respect of its \$2,330,000,000 Tranche A Term Loans (as defined in the Credit Agreement (as defined below)), Tranche B Term Loans (as defined in the Credit Agreement) and Tranche B II Term Loans (as defined in the Credit Agreement and, together with the Tranche A Term Loans and Tranche B Term Loans, the “Term Loans”) incurred under the Credit Agreement dated as of March 13, 2007, as amended and restated by the Amendment Agreement dated as of April 16, 2009, as further amended by the First Amendment dated as of May 15, 2009 and as further amended and restated by the Second Amendment Agreement dated as of October 4, 2011 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Payee, Level 3 Communications, Inc., the Lenders party thereto and Merrill Lynch Capital Corporation, as Administrative Agent and Collateral Agent, in cash in arrears on each Interest Payment Date (as defined in the Credit Agreement), commencing on such date when the first payment of interest is due or made on the Term Loans, until such Principal Sum shall have been paid in full. Payments of principal and interest shall be made in US dollars and in immediately available funds at the appropriate office of the Payee (as designated by the Payee to the Payor). The Payee may demand payment of the unpaid principal of this Note in whole or in part at any time. In the event the Payee shall demand payment in connection with a prepayment of the Term Loans which, pursuant to the Credit Agreement, requires a prepayment premium, fee or breakage cost payment, the Payor shall pay a premium, fee or breakage cost payment, as the case may be, on the principal amount repaid in an amount equal to the amount of such premium, fee or breakage cost payment under the Credit Agreement.

No failure or delay on the part of the Payee in exercising any of its rights, powers or privileges hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The remedies provided herein are cumulative and are not exclusive of any remedies provided by law.

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Presentment and demand for payment, notice of default, dishonor or nonpayment, protest and notice of protest and all other demands and notices in connection with delivery, acceptance, performance or enforcement of this Note are hereby waived by the Payor.

Neither the Payor nor other parties hereafter becoming liable for payment of this Note shall ever be required to pay interest on this Note at a rate in excess of the maximum interest that may be lawfully charged under applicable law, and the provisions of this paragraph shall control over all provisions of this Note which may be in apparent conflict herewith. In the event that the Payee shall collect monies which are deemed to constitute interest which would increase the effective interest rate on this Note to a rate in excess of that permitted to be charged by applicable law, all such sums deemed to constitute interest in excess of the lawful rate shall, upon such determination, at the option of the Payee, be either immediately returned to the Payor or credited against the principal balance of this Note then outstanding, in which event any and all penalties of any kind under applicable law as a result of such excess interest shall be inapplicable.

The Payee may assign this Note without the consent of the Payor. The Payor may not assign any of its rights and obligations under this Note without the prior written consent of the Payee. Any assignment made in violation of the foregoing prohibition shall be void.

This Note and the rights and obligations of the Payee and Payor hereunder shall be governed by, and interpreted and construed in accordance with, the laws of the State of New York, without regard to conflicts of law principles thereof.

*[remainder of page intentionally blank; signature page is the next page]*

IN WITNESS WHEREOF, the undersigned has executed and delivered this Loan Proceeds Note as of the date first above written.

LEVEL 3 COMMUNICATIONS, LLC,

by /s/ Robin E. Grey  
Name: Robin E. Grey  
Title: Senior Vice President and Treasurer

Agreed and Accepted:

LEVEL 3 FINANCING, INC.,

/s/ John M. Ryan  
Name: John M. Ryan  
Title: Executive Vice President

[SIGNATURE PAGE TO AMENDED AND RESTATED LOAN PROCEEDS NOTE]

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## BOND POWER

FOR VALUE RECEIVED, **Level 3 Financing, Inc.** ,  
hereby sells, assigns and transfers unto

the Note, dated October 4,  
2011, in the principal amount of \$2,330,000,000 issued by **Level 3 Communications, LLC** to **Level 3 Financing, Inc.** and hereby irrevocably  
constitutes and appoints attorney to transfer the said Note with full power of substitution in the  
premises.

Dated: \_\_\_\_\_

**LEVEL 3 FINANCING, INC.,**

by /s/ John M. Ryan  
Name: John M. Ryan  
Title: Executive Vice President

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PRESS RELEASE

**Level 3 Completes Acquisition of Global Crossing**

- *Combination meets customers' local, national and global communications needs*
- *Combination provides service over 165,000 intercity, metro and subsea fiber route miles with presence in more than 45 countries*
- *Pro Forma 2010 revenues of \$6.2 billion and 2010 Adjusted EBITDA of \$1.3 billion, \$1.6 billion including expected synergies*
- *Announces plans to transfer listing of common stock to New York Stock Exchange, will implement reverse stock split*

**BROOMFIELD, Colo., Oct 4, 2011** — Level 3 Communications, Inc., (NASDAQ: LVLT) today announced that it has completed its acquisition of Global Crossing Limited. The transaction was structured as a tax-free, stock-for-stock exchange. The company also announced that it will conduct its business on a worldwide basis using the Level 3 Communications name with a new brand identity that incorporates elements from both companies, representing their combined strengths. In addition, the company announced plans to transfer the listing of its common stock to the New York Stock Exchange (NYSE), and expects to begin trading on the NYSE on Oct. 20, 2011, under its current ticker symbol "LVLT". The company will continue to trade on the NASDAQ Global Select Market until the transfer is completed. In conjunction with listing on NYSE, the company will implement a 1-for-15 reverse stock split of the Level 3 common stock.

Level 3 now will operate a services platform for medium to large enterprise, wholesale, content and government customers, anchored by extensive owned fiber networks on three continents in more than 45 countries as well as substantial undersea facilities.

"Our enterprise is now a global, state-of-the-art communications company that is substantially bigger and financially stronger, with an unrivaled IP/optical network and global reach, and an entrepreneurial culture singularly focused on the customer experience," said James Q. Crowe, chief executive officer of Level 3. "We believe the rapidly evolving communications market represents an extraordinary opportunity for us, and we are well positioned to capitalize on it."

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## **Listing of Common Stock on New York Stock Exchange (NYSE) and Reverse Stock Split**

The company anticipates that the reverse stock split will be effective after the close of trading on Oct. 19, 2011 and that Level 3 common stock will begin trading on a split adjusted basis on the NYSE at the opening of trading on Oct. 20, 2011. At Level 3's annual meeting of stockholders held on May 19, 2011, the stockholders approved a reverse stock split, at the discretion of the board.

"With the closing of our acquisition of Global Crossing, Level 3 is a very different company, delivering advanced IP-optical services over an expanded global footprint," said Crowe. "The NYSE is the world's largest stock exchange and market innovator, and we believe the NYSE is an ideal platform for the continued growth of our company."

"We congratulate Level 3 on closing its acquisition of Global Crossing and look forward to welcoming the company to the NYSE family," said Duncan L. Niederauer, CEO, NYSE Euronext. "With this transaction Level 3 affirms its position as a leading communications provider, and with its listing on the NYSE we are proud to add Level 3 to our unparalleled community of issuers and our ever-growing population of top technology companies. NYSE Euronext is committed to providing Level 3 and its shareholders with the highest levels of market quality, global brand visibility and issuer services."

"Level 3 is a key provider of infrastructure based on the high quality services they provide, their ability to scale, and their network reach," said Andy Bach, senior vice president and Global Head of Network Services, NYSE Euronext. "Level 3 has played a valuable role by providing us with reliable connectivity throughout our SFTI network and to the Internet."

When the reverse stock split becomes effective, every 15 shares of issued and outstanding Level 3 common stock will be automatically combined into one issued and outstanding share of Level 3 common stock without any change in the par value per share. This will reduce the number of outstanding shares of Level 3 common stock (after giving effect to today's consummation of the Global Crossing transaction) from approximately 3.1 billion to approximately 207 million and the number of authorized shares of Level 3 common stock from approximately 4.4 billion to 293 million. Proportional adjustments will be made to Level 3's outstanding convertible debt, warrant, equity awards and to its equity compensation plan to reflect the reverse stock split.

Prior to the Oct. 20, 2011 NYSE listing date, Level 3 stockholders holding certificated shares will receive instructions from Wells Fargo Shareowner Services, the Company's transfer agent, regarding the exchange of outstanding pre-split stock certificates for book-entry shares of Level 3 common stock reflecting the reverse stock split. No fractional shares will be issued in connection with the reverse stock split. Following the completion of the reverse stock split, Level 3's transfer agent will aggregate all fractional



shares that otherwise would have been issued as a result of the reverse stock split and those shares will be sold by the transfer agent into the market. Stockholders who would otherwise hold a fractional share of Level 3 common stock will receive a cash payment from the proceeds of that sale in lieu of such fractional share.

### **Combination Creates Company with Significant Financial Resources**

The combined business had pro forma 2010 revenues of \$6.2 billion and pro forma 2010 Adjusted EBITDA of \$1.3 billion before synergies and \$1.6 billion after expected synergies. Total synergies are expected to be approximately \$300 million of run-rate EBITDA, of which the company expects to realize the substantial majority within 18 months. As a result of the completed transaction, Level 3 expects the combination to be accretive to Level 3 on a Free Cash Flow per share basis in 2013. The transaction improves Level 3's credit profile and reduces the company's financial leverage from approximately 6.8x net debt to Consolidated Adjusted EBITDA for 2010 to approximately 4.4x after realization of expected synergies.

As part of the closing of the transaction, Level 3 is redeeming and discharging approximately \$1.35 billion of Global Crossing's outstanding consolidated debt. Approximately \$430 million of Global Crossing (UK) Finance PLC Senior Secured notes due 2014 will be redeemed on Nov. 3, 2011 at the current redemption premiums outlined in its indenture dated Dec. 23, 2004.

All of the aggregate principal amount of the \$750 million of Global Crossing Limited's outstanding 12% senior notes due 2015 and all of the outstanding \$150 million of 9% senior notes due 2019 will be redeemed in early November 2011. Of the outstanding principal of each of the Global Crossing Limited senior notes, 35 percent first will be redeemed on Nov. 3, 2011 as a result of a qualified "Equity Offering" (as defined under the indentures relating to each issue of the Global Crossing Limited senior notes) to its new corporate parent. The remaining 65 percent of the outstanding principal of each issue of the Global Crossing senior notes will be redeemed subsequently on Nov. 4, 2011 at "make-whole" prices calculated using the rate of the comparable U.S. Treasury security plus 50 basis points.

"The company has an improved balance sheet and credit profile immediately at closing, with further improvement as we achieve the expected synergy benefits," said Sunit Patel, executive vice president and chief financial officer of Level 3. "As a result of potential revenue growth and synergies, over the longer term, we expect to have significant Free Cash Flow available for investment in high-return opportunities, including U.S. and international network expansions. We continue to feel good about our business for the remainder of the year, and have improved confidence around our synergy targets."

## **Organizational Announcements**

The company will operate through three geographically organized business units in EMEA (Europe, the Middle East and Africa), Latin America and North America, and each business unit will have one leader accountable for sales, operations and marketing for that region. Corporate functions will be centralized in North America and will support the company globally. The corporate headquarters of the company will remain in Broomfield, Colo.

“I’m particularly pleased with the management team we’ve put in place to lead the company going forward,” said Crowe. “We have brought a number of senior executives from Global Crossing onto the team in leadership roles. I think we have an exceptionally strong group of senior executives.”

“I want to thank John Legere, CEO of Global Crossing, for his leadership, support and advice during the integration planning period. On behalf of all of the employees of the new company he helped create, I wish him all the best in his new endeavors,” said Crowe.

Further information regarding the combined company’s executive leadership is available at [www.level3.com/About-Us/Company-Information/Management-Team.aspx](http://www.level3.com/About-Us/Company-Information/Management-Team.aspx).

## **Both Companies Represented on Board of Directors**

The company’s board of directors includes members of each company’s boards, including Walter Scott, Jr. (Chairman), James Q. Crowe, Admiral Archie Clemins, Admiral James O. Ellis, Peter Seah Lim Huat, Richard R. Jaros, Lee Theng Kiat, Michael J. Mahoney, Charles C. Miller III, John T. Reed and Dr. Albert C. Yates.

## **Terms of Transaction**

Under the terms and subject conditions of the acquisition agreement, Global Crossing shareholders are receiving 16 shares of Level 3 common stock for each share of Global Crossing common stock or preferred stock that is owned at closing. Level 3 will issue approximately 1.3 billion shares for this transaction, and on a pro forma basis and before the implementation of the reverse stock split will have approximately 3.1 billion shares outstanding as of July 29, 2011.

## **Integration Planning Progress**

“The integration planning effort has been very productive, and we are ready to begin integrating our operations today,” said Jeff Storey, president and chief operating officer of Level 3. “Our number one objective is to maintain our focus on providing an industry-leading customer experience, while also achieving our expected synergies.”

For more information on the benefits of the transaction, view the press release announcing the transaction at [www.level3globalcrossingacquisition.com](http://www.level3globalcrossingacquisition.com).

For more information on Level 3's advanced network and service offerings, visit [www.level3.com](http://www.level3.com).

## **About Level 3 Communications**

Level 3 Communications, Inc. (NASDAQ: LVL3) is a premier international provider of IP-based communications services to enterprise, content, government and wholesale customers. Over its reliable, scalable and secure network, Level 3 delivers integrated IP solutions, including converged, data, voice, video and managed solutions to help enable customers' growth and efficiency. Level 3 operates a unique global services platform anchored by owned fiber networks on three continents in more than 45 countries, connected by extensive undersea facilities. For more information, visit [www.level3.com](http://www.level3.com).

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## **Forward-Looking Statement**

*Some of the statements made in this press release are forward looking in nature. These statements are based on management's current expectations or beliefs. These forward looking statements are not a guarantee of performance and are subject to a number of uncertainties and other factors, many of which are outside Level 3's control, which could cause actual events to differ materially from those expressed or implied by the statements. The most important factors that could prevent Level 3 from achieving its stated goals include, but are not limited to: the company's ability to successfully integrate the Global Crossing acquisition, the current uncertainty in the global financial markets and the global economy; a discontinuation of the development and expansion of the Internet as a communications medium and marketplace for the distribution and consumption of data and video; and disruptions in the financial markets that could affect Level 3's ability to obtain additional financing. Additional factors include, but are not limited to, the company's ability to: increase and maintain the volume of traffic on its network; develop effective business support systems; manage system and network failures or disruptions; develop new services that meet customer demands and generate acceptable margins; defend intellectual property and proprietary rights; adapt to rapid technological changes that lead to further competition; attract and retain qualified management and other personnel; successfully integrate future acquisitions; and meet all of the terms and conditions of debt obligations. Additional information concerning these and other important factors can be found within Level 3's filings with the Securities and Exchange Commission. Statements in this press release should be evaluated in light of these important factors. Level 3 is under no obligation to, and expressly disclaims any such obligation to, update or alter its forward-looking statements, whether as a result of new information, future events, or otherwise.*

**\*\*\*This press release is a translation that was issued by the company in English. The English version represents the official statement of the company.**

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## **Contact Information**

Media:  
Josh Howell  
720-888-2750  
[Josh.Howell@Level3.com](mailto:Josh.Howell@Level3.com)

Investors:  
Valerie Finberg  
720-888-2501  
[Valerie.Finberg@Level3.com](mailto:Valerie.Finberg@Level3.com)

## **Non-GAAP Metrics**

Pursuant to Regulation G, the company is hereby providing a reconciliation of non-GAAP financial metrics to the most directly comparable GAAP measure.

The following describes and reconciles those financial measures as reported under accounting principles generally accepted in the United States (GAAP) with those financial measures as adjusted by the items detailed below and presented in the accompanying news release. These calculations are not prepared in accordance with GAAP and should not be viewed as alternatives to GAAP. In keeping with its historical financial reporting practices, the company believes that the supplemental presentation of these calculations provides meaningful non-GAAP financial measures to help investors understand and compare business trends among different reporting periods on a consistent basis, independently of regularly reported non-cash charges and infrequent or unusual events.

**Combined Total Revenue** is defined as combined total revenue from the Consolidated Statements of Operations as filed in each company's Annual Report on Form 10-K for the year ended December 31, 2010, and reflecting certain pro forma adjustments as described in the accompanying notes to the Unaudited Pro Forma Condensed Combined Financial Statements included in the Current Report on Form 8-K/A filed on September 1, 2011.

**Communications Revenue** is defined as communications revenue from Level 3 Communications' Consolidated Statements of Operations as filed in the company's Annual Report on Form 10-K for the year ended December 31, 2010.

**Adjusted EBITDA** is defined as net income (loss) after pro forma adjustments from the Consolidated Statements of Operations before income taxes, total other income (expense), non-cash impairment charges, depreciation and amortization and non-cash stock compensation expense. Unaudited pro forma adjustments, and the assumptions on which they are based, are described in the accompanying notes to the Unaudited Pro Forma Condensed Combined Financial Statements included in the Current Report on Form 8-K/A filed on September 1, 2011.

**Adjusted EBITDA plus Estimated Synergies** is defined as Adjusted EBITDA plus the estimated synergies resulting from the combination.

**Total Debt, including Capital Leases** is defined as the current and long-term portions of debt and obligations under capital leases as reported in the Consolidated Balance Sheets filed in each company's Annual Report on Form 10-K for the year ended December 31, 2010.

**Cash and Cash Equivalents** is defined as the total cash and cash equivalents reported as a component of current assets in the Consolidated Balance Sheets as filed in each company's Annual Report on Form 10-K for the year ended December 31, 2010.

**Debt to Adjusted EBITDA Ratio** is defined as Total Debt, including Capital Leases divided by Adjusted EBITDA.

**Net Debt to Adjusted EBITDA Ratio** is defined as Total Debt, including Capital Leases reduced by the Cash and Cash Equivalents, divided by Adjusted EBITDA.

Combined Revenue (\$ in millions)	Year Ended December 31, 2010			
	Level 3 Communications	Global Crossing	Pro Forma Adjustments	Combined
Communications	\$ 3,591	\$ 2,609	\$ (59)	\$ 6,141
Coal Mining	60	—	—	60
Total Revenue	3,651	2,609	(59)	6,201

Adjusted EBITDA Metrics (\$ in millions)	Year Ended December 31, 2010			
	Level 3 Communications	Global Crossing	Pro Forma Adjustments	Combined
Net Loss Applicable to Common Shareholders	\$ (622)	\$ (176)	\$ (67)	\$ (865)
Preferred Stock Dividends	—	4	—	4
Income Tax Benefit	(91)	(5)	—	(96)
Total Other (Income) Expense	623	240	(23)	840
Depreciation and Amortization	876	337	77	1,290
Non-cash Stock Compensation	67	20	—	87
<b>Adjusted EBITDA</b>	<b>853</b>	<b>420</b>	<b>(13)</b>	<b>1,260</b>
<b>Estimated Synergies</b>				<b>\$ 300</b>
<b>Adjusted EBITDA plus Estimated Synergies</b>				<b>\$ 1,560</b>

Adjusted EBITDA Ratios (\$ in millions)	Year Ended December 31, 2010			
	Level 3 Communications	Global Crossing	Combined	Combined with Synergies
Total Debt	\$ 6,448	\$ 1,461	\$ 7,909	\$ 7,909
Cash and Cash Equivalents	(616)	(372)	(988)	(988)
Net Debt	<u>\$ 5,832</u>	<u>\$ 1,089</u>	<u>\$ 6,921</u>	<u>\$ 6,921</u>
Adjusted EBITDA	\$ 853	\$ 420	\$ 1,260	\$ 1,560
<b>Debt to Adjusted EBITDA Ratio</b>	<b>7.56</b>	<b>3.48</b>	<b>6.28</b>	<b>5.07</b>
<b>Net Debt to Adjusted EBITDA Ratio</b>	<b>6.84</b>	<b>2.59</b>	<b>5.49</b>	<b>4.44</b>

Management believes that Adjusted EBITDA and Adjusted EBITDA plus Estimated Synergies are relevant and useful metrics to provide to investors, as they are an important part of the company's internal reporting and are key measures used by Management to evaluate profitability and operating performance of the company and to make resource allocation decisions. Management believes such measures are especially important in a capital-intensive industry such as telecommunications. Management also uses Adjusted EBITDA and Adjusted EBITDA plus Estimated Synergies to compare the company's performance to that of its competitors and to eliminate certain non-cash and non-operating items in order to consistently measure from period to period its ability to fund capital expenditures, fund growth, service debt and determine bonuses. Adjusted EBITDA excludes non-cash impairment charges and non-cash stock compensation expense because of the non-cash nature of these items. Adjusted EBITDA also excludes interest income, interest expense and income taxes because these items are associated with the company's capitalization and tax structures. Adjusted EBITDA also excludes depreciation and amortization expense because these non-cash expenses reflect the impact of capital investments which management believes should be evaluated through free cash flow. Adjusted EBITDA excludes the gain (or loss) on extinguishment of debt and other, net because these items are not related to the primary operations of the company. Adjusted EBITDA also includes certain unaudited pro forma adjustments prepared to reflect the acquisition of Global Crossing in accordance with GAAP. The individual amounts and the assumptions on which the pro forma adjustments are based are described in the accompanying notes to the Unaudited Pro Forma Condensed Combined Financial Statements included in the Current Report on Form 8-K/A filed on September 1, 2011.

There are limitations to using non-GAAP financial measures, including the difficulty associated with comparing companies that use similar performance measures whose calculations may differ from the company's calculations. Additionally, this financial measure does not include certain significant items such as interest income, interest expense, income taxes, depreciation and amortization, non-cash impairment charges, non-cash stock compensation expense, the gain (or loss) on extinguishment of debt and net other income (expense). Adjusted EBITDA and

Adjusted EBITDA plus Estimated Synergies should not be considered a substitute for other measures of financial performance reported in accordance with GAAP.

**Free Cash Flow** is defined as net cash provided by (used in) operating activities less capital expenditures. Management believes that Free Cash Flow is a relevant metric to provide to investors, as it is an indicator of the company's ability to generate cash to service its debt. Free Cash Flow excludes cash used for acquisitions and principal repayments.

There are material limitations to using Free Cash Flow to measure the company against some of its competitors as Level 3 does not currently pay a significant amount of income taxes due to net operating losses, and therefore, generates higher cash flow than a comparable business that does pay income taxes. Additionally, this financial measure is subject to variability quarter over quarter as a result of the timing of payments related to accounts receivable and accounts payable and capital expenditures. This financial measure should not be used as a substitute for net change in cash and cash equivalents on the Consolidated Statements of Cash Flows.