

# LEVEL 3 COMMUNICATIONS INC

## FORM 8-K (Current report filing)

Filed 05/31/07 for the Period Ending 05/29/07

Address	1025 ELDORADO BOULEVARD BLDG 2000 BROOMFIELD, CO 80021
Telephone	7208881000
CIK	0000794323
Symbol	LVLT
SIC Code	4813 - Telephone Communications, Except Radiotelephone
Industry	Communications Services
Sector	Services
Fiscal Year	12/31

# LEVEL 3 COMMUNICATIONS INC

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Filed 5/31/2007 For Period Ending 5/29/2007

Address	1025 ELDORADO BOULEVARD BLDG 2000 BROOMFIELD, Colorado 80021
Telephone	720-888-1000
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**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**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): May 29, 2007

**Level 3 Communications, Inc.**

(Exact name of Registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	0-15658 (Commission File Number)	47-0210602 (IRS employer Identification No.)
1025 Eldorado Blvd., Broomfield, Colorado Address of principal executive offices)		80021 (Zip code)

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

Not applicable  
(Former name and former address, if changed since last report)

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 (see General Instruction A.2. below):

- ☐ 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))

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

### **8.75% Senior Notes due 2017**

On May 29, 2007, Level 3 Financing, Inc. ("Level 3 Financing"), a wholly owned subsidiary of Level 3 Communications, Inc., entered into a Supplemental Indenture (the "8.75% Guarantee Supplemental Indenture"), dated as of May 29, 2007, to the Indenture, dated as of February 14, 2007, among Level 3 Communications, Inc., as Guarantor, Level 3 Financing, as Issuer, and The Bank of New York, as Trustee (the "8.75% Indenture"), relating to Level 3 Financing's 8.75% Senior Notes due 2017 (the "8.75% Notes"). The 8.75% Guarantee Supplemental Indenture was entered into among Level 3 Financing, Level 3 Communications, LLC and The Bank of New York, as Trustee. Pursuant to the 8.75% Guarantee Supplemental Indenture, Level 3 Communications, LLC has provided an unconditional, unsecured guaranty of the 8.75% Notes. The Guarantee Supplemental Indenture is filed as exhibit 4.1 to this Current Report and is incorporated by reference as if set forth in full.

On May 29, 2007, Level 3 Financing entered into an additional Supplemental Indenture (the "8.75% Subordination Supplemental Indenture"), dated as of May 29, 2007, to the 8.75% Indenture. The 8.75% Subordination Supplemental Indenture was entered into among Level 3 Financing, Level 3 Communications, Inc., Level 3 Communications, LLC and The Bank of New York, as Trustee. Pursuant to the 8.75% Subordination Supplemental Indenture, the unconditional, unsecured guaranty of Level 3 Communications, LLC of the 8.75% Notes shall be subordinated in any bankruptcy, liquidation or winding up proceeding of Level 3 Communications, LLC to all obligations of Level 3 Communications, LLC under the Credit Agreement, dated as of March 13, 2007, by and among Level 3 Financing, as borrower, Level 3 Communications, Inc., as guarantor, Merrill Lynch Capital Corporation, as administrative agent and collateral agent, and certain other agents and certain lenders (as amended, the "Credit Agreement"). The 8.75% Subordination Supplemental Indenture is filed as exhibit 4.2 to this Current Report and is incorporated by reference as if set forth in full.

### **Floating Rate Senior Notes due 2015**

On May 29, 2007, Level 3 Financing entered into a Supplemental Indenture (the "FRN Guarantee Supplemental Indenture"), dated as of May 29, 2007, to the Indenture, dated as of February 14, 2007, among Level 3 Communications, Inc., as Guarantor, Level 3 Financing, as Issuer, and The Bank of New York, as Trustee (the "FRN Indenture"), relating to Level 3 Financing's Floating Rate Senior Notes due 2015 (the "FRN Notes"). The FRN Guarantee Supplemental Indenture was entered into among Level 3 Financing, Level 3 Communications, LLC and The Bank of New York, as Trustee. Pursuant to the FRN Guarantee Supplemental Indenture, Level 3 Communications, LLC has provided an unconditional, unsecured guaranty of the FRN Notes. The Guarantee Supplemental Indenture is filed as exhibit 4.3 to this Current Report and is incorporated by reference as if set forth in full.

On May 29, 2007, Level 3 Financing entered into an additional Supplemental Indenture (the "FRN Subordination Supplemental Indenture"), dated as of May 29, 2007, to the FRN Indenture. The FRN Subordination Supplemental Indenture was entered into among Level 3 Financing, Level 3 Communications, Inc., Level 3 Communications, LLC and The Bank of New York, as Trustee. Pursuant to the FRN Subordination Supplemental Indenture, the unconditional, unsecured guaranty of Level 3 Communications, LLC of the FRN Notes shall be subordinated in any bankruptcy, liquidation or winding up proceeding of Level 3 Communications, LLC to all obligations of Level 3 Communications, LLC under the Credit Agreement. The FRN Subordination Supplemental Indenture is filed as exhibit 4.4 to this Current Report and is incorporated by reference as if set forth in full.

## **Item 9.01. Financial Statements and Exhibits**

### **(a) Financial Statements of Business Acquired**

None

### **(b) Pro Forma Financial Information**

None

### **(c) Shell Company Transactions**

None

### **(d) Exhibits**

4.1 Supplemental Indenture, dated as of May 29, 2007, among Level 3 Communications, LLC, Level 3 Financing, Inc. and The Bank of New York, as Trustee, relating to the Issuer's 8.75% Senior Notes due 2017.

4.2 Supplemental Indenture, dated as of May 29, 2007, among Level 3 Communications, LLC, Level 3 Financing, Inc., Level 3 Communications, Inc. and The Bank of New York, as Trustee, relating to the Issuer's 8.75% Senior Notes due 2017.

4.3 Supplemental Indenture, dated as of May 29, 2007, among Level 3 Communications, LLC, Level 3 Financing, Inc. and The Bank of New York, as Trustee, relating to the Issuer's Floating Rate Senior Notes due 2015.

4.4 Supplemental Indenture, dated as of May 29, 2007, among Level 3 Communications, LLC, Level 3 Financing, Inc., Level 3 Communications, Inc. and The Bank of New York, as Trustee, relating to the Issuer's Floating Rate Senior Notes due 2015.

## **SIGNATURES**

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

### **Level 3 Communications, Inc.**

By:           /s/ Neil J. Eckstein  
              Neil J. Eckstein, Senior Vice President

Date: May 31, 2007

SUPPLEMENTAL INDENTURE (this "Supplemental Indenture") dated as of May 29, 2007, among Level 3 Communications, LLC (the "New Guarantor"), a direct or indirect subsidiary of Level 3 Communications, Inc. (or its successor), a Delaware corporation ("Parent"), LEVEL 3 FINANCING, INC., a Delaware corporation (the "Issuer") on behalf of itself and the Guarantors (the "Existing Guarantors"), if any, under the Indenture referred to below, and THE BANK OF NEW YORK, a New York banking corporation, as trustee under the indenture referred to below (the "Trustee").

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

WHEREAS the Issuer and Parent have heretofore executed and delivered to the Trustee an Indenture dated as of February 14, 2007 (the "Indenture"; capitalized terms used but not defined herein having the meanings assigned thereto in the Indenture), providing for the issuance of its 8.75% Senior Notes Due 2017;

WHEREAS the Indenture permits the New Guarantor to execute and deliver to the Trustee a supplemental indenture pursuant to which the New Guarantor shall unconditionally guarantee all the Issuer's obligations under the Securities pursuant to a Guarantee on the terms and conditions set forth herein;

WHEREAS the Guarantee contained in this Supplemental Indenture shall constitute a "Restricted Subsidiary Guarantee", and the New Guarantor shall constitute a "Guarantor", for all purposes of the Indenture; and

WHEREAS pursuant to Section 901 and Section 1307 of the Indenture, the Trustee and the Issuer are authorized to execute and deliver this Supplemental Indenture;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Guarantor, the Issuer, the Existing Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the holders of the Securities as follows:

1. Agreement to Guaranty. The New Guarantor hereby agrees, jointly and severally with all the existing Guarantors, to unconditionally guarantee the Issuer's obligations under the Securities on the terms and subject to the conditions set forth in Article 13 of the Indenture and to be bound by all other applicable provisions of the Indenture and the Securities.
2. Successors and Assigns. This Supplemental Indenture shall be binding upon the New Guarantor and its 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.
3. 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.

4. Modification. No modification, amendment or waiver of any provision of this Supplemental Indenture, nor the consent to any departure by the New Guarantor 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 the New Guarantor in any case shall entitle the New Guarantor to any other or further notice or demand in the same, similar or other circumstances.

5. 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 the New Guarantor and the Issuer 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 Guarantee of the New Guarantor is a legal, valid and binding obligation of the New Guarantor, enforceable against the New Guarantor in accordance with its terms.

6. 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.

7. 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.

8. 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.

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

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



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

**LEVEL 3 COMMUNICATIONS, LLC,**

*By /s/ Robin E. Grey*

*Name: Robin E. Grey*

*Title Senior Vice President*

LEVEL 3 FINANCING, INC., on behalf of itself as the Issuer and the Existing Guarantors, if any,

*By /s/ Sunit S. Patel*

*Name: Sunit S. Patel*

*Title Group Vice President*

THE BANK OF NEW YORK, as Trustee,

*By /s/ Stacey B. Poindexter*

*Name: Stacey B. Poindexter*

*Title Assistant Vice President*

SUPPLEMENTAL INDENTURE (this "Supplemental Indenture") dated as of May 29, 2007, among LEVEL 3 FINANCING, INC., a Delaware corporation (the "Issuer"), LEVEL 3 COMMUNICATIONS, INC., a Delaware corporation ("Parent"), LEVEL 3 COMMUNICATIONS, LLC, a limited liability company ("Level 3 LLC"), and THE BANK OF NEW YORK, a New York banking corporation, as trustee under the Indenture referred to below (the "Trustee").

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

WHEREAS the Issuer, Parent and the Trustee have heretofore executed and delivered (a) an Indenture dated as of February 14, 2007 (the "Indenture"; capitalized terms used but not defined herein having the meanings assigned thereto in the Indenture), providing for the issuance by the Issuer of its 8.75% Senior Notes Due 2017 (the "Securities"), (b) a Supplemental Indenture dated the date hereof, pursuant to which Level 3 LLC has guaranteed the Issuer's obligations under the Indenture (the "Subordinated Guarantee");

WHEREAS the Issuer, Parent, certain lenders (together with their successors and assigns and any future Lenders under and as defined in the New Credit Agreement (as hereafter defined) (the "Lenders")) and Merrill Lynch Capital Corporation, as administrative agent and collateral agent (the "Administrative Agent"), have entered into a Credit Agreement dated as of March 13, 2007 (as amended, amended and restated, or otherwise modified from time to time, the "New Credit Agreement"), under which the Issuer has borrowed term loans in an aggregate principal amount of \$1,400,000,000 from the Lenders (the "Term Loans");

WHEREAS the obligations of the Issuer under the New Credit Agreement and the other Loan Documents (as defined therein) have been guaranteed by Level 3 LLC;

WHEREAS the proceeds of the Term Loans have been advanced to Level 3 LLC under an amended and restated intercompany demand note dated March 13, 2007 in an initial principal amount of \$1,400,000,000 issued by Level 3 LLC to the Issuer (together with any additional loan proceeds note issued pursuant to Section 9.02 of the New Credit Agreement, and as such note or any such additional note may be amended from time to time, the "Loan Proceeds Note");

WHEREAS the Loan Proceeds Note has been pledged by the Issuer to the Collateral Agent (as defined in the New Credit Agreement) in order to assure the Lenders against loss in respect of the obligations of the Issuer under the New Credit Agreement;

WHEREAS pursuant to Section 1308 of the Indenture, the Trustee is authorized to enter into a supplemental indenture which subordinates in any bankruptcy, liquidation or winding up proceeding a guarantee of an Issuer Restricted Subsidiary as guarantor or borrower pursuant to the Indenture to the obligations of such Subsidiary under a Qualified Credit Facility;

WHEREAS upon the guarantee of the Securities by an Issuer Restricted Subsidiary (other than Level 3 LLC), the Issuer, Parent, the Trustee and such Issuer Restricted Subsidiary shall enter into a supplemental indenture in substantially the form of this

Supplemental Indenture pursuant to which such guarantee will be subordinated in any bankruptcy, liquidation or winding up proceeding to the obligations of such Issuer Restricted Subsidiary under the Loan Documents (as defined in the New Credit Agreement);

WHEREAS the New Credit Agreement constitutes a Qualified Credit Facility and the guarantee of the obligations under the New Credit Agreement by Level 3 LLC and the issuance and pledge of the Loan Proceeds Note constitute Guarantees of a Qualified Credit Facility;

WHEREAS pursuant to Section 901 and Section 1308 of the Indenture, the Trustee, Parent, the Issuer and Level 3 LLC are authorized to execute and deliver this Supplemental Indenture;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Parent, the Issuer, Level 3 LLC and the Trustee mutually covenant and agree for the equal and ratable benefit of the holders of the Securities as follows:

## **ARTICLE I**

### **Subordination**

SECTION 1.1. Subordination. The Trustee hereby agrees that all obligations in respect of any amounts payable by Level 3 LLC pursuant to the Subordinated Guarantee, including the guarantee of the payment of principal, premium (if any), interest or all other amounts payable in respect of the Securities (the "Subordinated Obligations"), shall be subordinate and junior in right of payment, to the extent and in the manner provided in the Indenture (as supplemented by this Supplemental Indenture), to the prior payment in full in cash of all obligations (including without limitation the Obligations (as defined in the New Credit Agreement)) of Level 3 LLC under or in respect of the Loan Documents (as defined in the New Credit Agreement) and the Loan Proceeds Note, including the payment of principal, premium (if any), interest (including interest arising after the commencement of a bankruptcy or other proceeding, whether or not such a claim is permitted in such proceeding), the guarantees thereof or all other amounts payable thereunder (the "Senior Obligations").

SECTION 1.2. Subordination in the Event of Dissolution or Insolvency of Level 3 LLC. Upon any distribution of assets of Level 3 LLC in connection with its dissolution or insolvency or upon any dissolution, winding up, liquidation or reorganization of Level 3 LLC, whether in bankruptcy, insolvency, reorganization, arrangement or receivership or similar proceedings, or upon any assignment for the benefit of creditors or any other marshaling of the assets and liabilities of Level 3 LLC:

(a) the holders of the Senior Obligations (the "Senior Creditors") shall first be entitled to receive payment in full in cash of the Senior Obligations in accordance with the terms of such Senior Obligations before the Securityholders shall be entitled to receive any payment on account of the Subordinated Obligations owed by Level 3 LLC in respect of the Securities, whether of principal, premium (if any), interest, pursuant to the Subordinated Guarantee or otherwise; and

(b) any payment by, or distribution of the assets of, Level 3 LLC of any kind or character, whether in cash, property or securities, to which the Securityholders would be entitled except for the provisions of Section 1308 of the Indenture and this Supplemental Indenture shall be paid or delivered by the Person making such payment or distribution (whether a trustee in bankruptcy, a receiver, custodian or liquidating trustee or otherwise) directly to the Administrative Agent or the Senior Creditors to the extent necessary to make payment in full in cash of all Senior Obligations remaining unpaid, after giving effect to any concurrent payment or distribution to the Administrative Agent or the Senior Creditors in respect of the Senior Obligations.

**SECTION 1.3. Certain Payments Held in Trust.** In the event that any payment by, or distribution of the assets of, Level 3 LLC of any kind or character, whether in cash, property or securities, and whether directly or otherwise, shall be received by or on behalf of the Trustee or the Securityholders at a time when such payment is prohibited by or contrary to the agreements set forth in this Supplemental Indenture, such payment or distribution shall be held in trust for the benefit of, and shall be paid over to, the Administrative Agent or the Senior Creditors to the extent necessary to make payment in full in cash of all Senior Obligations remaining unpaid, after giving effect to any concurrent payment or distribution to the Administrative Agent or the Senior Creditors in respect of such Senior Obligations.

**SECTION 1.4 Trustee Not Fiduciary.** The Trustee shall not be deemed to owe any fiduciary duty to the Senior Creditors and shall not be liable to any such Senior Creditor if the Trustee shall in good faith mistakenly pay over or distribute to the Securityholders or to the Issuer or to any other person cash, property or securities to which any holders of Senior Obligations shall be entitled by virtue of this Article or otherwise. With respect to the holders of Senior Obligations, the Trustee undertakes to perform or to observe only such of its covenants or obligations as are specifically set forth in this Article and no implied covenants or obligations with respect to holders of Senior Obligations shall be read into this Supplemental Indenture against the Trustee.

**SECTION 1.5. Legend.** Any and all instruments or records now or hereafter creating or evidencing the Subordinated Obligations, whether upon refunding, extension, renewal, refinancing, replacement or otherwise, shall contain the following legend:

"Notwithstanding anything contained herein to the contrary, neither the principal of nor the interest on, nor any other amounts payable in respect of, the indebtedness created or evidenced by this instrument or record shall be paid or payable with or by the funds provided by Level 3 Communications, LLC, except to the extent permitted under the Supplemental Indenture dated May 29, 2007, among Level 3 Communications, Inc., Level 3 Communications, LLC, Level 3 Financing, Inc. and the Trustee, which Supplemental Indenture is incorporated herein with the same effect as if fully set forth herein."

**SECTION 1.6. Obligations Hereunder Not Affected.** So long as the New Credit Agreement shall constitute a Qualified Credit Facility, this Supplemental Indenture shall continue to be effective or be reinstated, as the case may be, if at any time any payment of the Senior Obligations or any part thereof shall be rescinded or must otherwise be returned by the

Administrative Agent and the Senior Creditors upon the insolvency, bankruptcy or reorganization of Level 3 LLC or otherwise, all as though such payment had not been made.

## **ARTICLE II**

### **Miscellaneous**

**SECTION 2.1. 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.

**SECTION 2.2. Modification.** No modification, amendment or waiver of any provision of this Supplemental Indenture 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.

**SECTION 2.3. 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, the Issuer and Level 3 LLC 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, this Supplemental Indenture is a legal, valid and binding obligation of Parent, the Issuer and Level 3 LLC, enforceable against each of them in accordance with its terms.

**SECTION 2.4. 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.

**SECTION 2.5. 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.

**SECTION 2.6. Headings.** Article and Section headings used herein are for convenience of reference only, are not part of this Supplemental Indenture and are not to affect the construction of, or to be taken into consideration in interpreting, this Supplemental Indenture.

**SECTION 2.7. Trustee.** The recitals and statements herein are deemed to be those of the Issuer, Parent and Level 3 LLC and not of the Trustee. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

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

**LEVEL 3 COMMUNICATIONS, INC.,**

*By /s/ Thomas C. Stortz  
Name: Thomas C. Stortz  
Title: Executive Vice President*

**LEVEL 3 FINANCING, INC.,**

*By /s/ Sunit S. Patel  
Name: Sunit  
Title: Group Vice President*

**LEVEL 3 COMMUNICATIONS, LLC,**

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

THE BANK OF NEW YORK, as Trustee,

*By /s/ Stacey B. Poindexter  
Name: Stacey B. Poindexter  
Title: Assistant Vice President*

SUPPLEMENTAL INDENTURE (this "Supplemental Indenture") dated as of May 29, 2007, among Level 3 Communications, LLC (the "New Guarantor"), a direct or indirect subsidiary of Level 3 Communications, Inc. (or its successor), a Delaware corporation ("Parent"), LEVEL 3 FINANCING, INC., a Delaware corporation (the "Issuer") on behalf of itself and the Guarantors (the "Existing Guarantors"), if any, under the Indenture referred to below, and THE BANK OF NEW YORK, a New York banking corporation, as trustee under the indenture referred to below (the "Trustee").

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

WHEREAS the Issuer and Parent have heretofore executed and delivered to the Trustee an Indenture dated as of February 14, 2007 (the "Indenture"; capitalized terms used but not defined herein having the meanings assigned thereto in the Indenture), providing for the issuance of its Floating Rate Senior Notes due 2015;

WHEREAS the Indenture permits the New Guarantor to execute and deliver to the Trustee a supplemental indenture pursuant to which the New Guarantor shall unconditionally guarantee all the Issuer's obligations under the Securities pursuant to a Guarantee on the terms and conditions set forth herein;

WHEREAS the Guarantee contained in this Supplemental Indenture shall constitute a "Restricted Subsidiary Guarantee", and the New Guarantor shall constitute a "Guarantor", for all purposes of the Indenture; and

WHEREAS pursuant to Section 901 and Section 1307 of the Indenture, the Trustee and the Issuer are authorized to execute and deliver this Supplemental Indenture;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Guarantor, the Issuer, the Existing Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the holders of the Securities as follows:

1. Agreement to Guaranty. The New Guarantor hereby agrees, jointly and severally with all the existing Guarantors, to unconditionally guarantee the Issuer's obligations under the Securities on the terms and subject to the conditions set forth in Article 13 of the Indenture and to be bound by all other applicable provisions of the Indenture and the Securities.
2. Successors and Assigns. This Supplemental Indenture shall be binding upon the New Guarantor and its 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.
3. 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.

4. Modification. No modification, amendment or waiver of any provision of this Supplemental Indenture, nor the consent to any departure by the New Guarantor 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 the New Guarantor in any case shall entitle the New Guarantor to any other or further notice or demand in the same, similar or other circumstances.

5. 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 the New Guarantor and the Issuer 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 Guarantee of the New Guarantor is a legal, valid and binding obligation of the New Guarantor, enforceable against the New Guarantor in accordance with its terms.

6. 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.

7. 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.

8. 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.

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

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



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

**LEVEL 3 COMMUNICATIONS, LLC,**

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

LEVEL 3 FINANCING, INC., on behalf of itself as the Issuer and the Existing Guarantors, if any,

*By /s/ Sunit S. Patel  
Name: Sunit S. Patel  
Title Group Vice President*

THE BANK OF NEW YORK, as Trustee,

*By /s/ Stacey B. Poindexter  
Name: Stacey B. Poindexter  
Title Assistant Vice President*

SUPPLEMENTAL INDENTURE (this "Supplemental Indenture") dated as of May 29, 2007, among LEVEL 3 FINANCING, INC., a Delaware corporation (the "Issuer"), LEVEL 3 COMMUNICATIONS, INC., a Delaware corporation ("Parent"), LEVEL 3 COMMUNICATIONS, LLC, a limited liability company ("Level 3 LLC"), and THE BANK OF NEW YORK, a New York banking corporation, as trustee under the Indenture referred to below (the "Trustee").

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

WHEREAS the Issuer, Parent and the Trustee have heretofore executed and delivered (a) an Indenture dated as of February 14, 2007 (the "Indenture"; capitalized terms used but not defined herein having the meanings assigned thereto in the Indenture), providing for the issuance by the Issuer of its Floating Rate Senior Notes due 2015 (the "Securities"), (b) a Supplemental Indenture dated the date hereof, pursuant to which Level 3 LLC has guaranteed the Issuer's obligations under the Indenture (the "Subordinated Guarantee");

WHEREAS the Issuer, Parent, certain lenders (together with their successors and assigns and any future Lenders under and as defined in the New Credit Agreement (as hereafter defined) (the "Lenders")) and Merrill Lynch Capital Corporation, as administrative agent and collateral agent (the "Administrative Agent"), have entered into a Credit Agreement dated as of March 13, 2007 (as amended, amended and restated, or otherwise modified from time to time, the "New Credit Agreement"), under which the Issuer has borrowed term loans in an aggregate principal amount of \$1,400,000,000 from the Lenders (the "Term Loans");

WHEREAS the obligations of the Issuer under the New Credit Agreement and the other Loan Documents (as defined therein) have been guaranteed by Level 3 LLC;

WHEREAS the proceeds of the Term Loans have been advanced to Level 3 LLC under an amended and restated intercompany demand note dated March 13, 2007 in an initial principal amount of \$1,400,000,000 issued by Level 3 LLC to the Issuer (together with any additional loan proceeds note issued pursuant to Section 9.02 of the New Credit Agreement, and as such note or any such additional note may be amended from time to time, the "Loan Proceeds Note");

WHEREAS the Loan Proceeds Note has been pledged by the Issuer to the Collateral Agent (as defined in the New Credit Agreement) in order to assure the Lenders against loss in respect of the obligations of the Issuer under the New Credit Agreement;

WHEREAS pursuant to Section 1308 of the Indenture, the Trustee is authorized to enter into a supplemental indenture which subordinates in any bankruptcy, liquidation or winding up proceeding a guarantee of an Issuer Restricted Subsidiary as guarantor or borrower pursuant to the Indenture to the obligations of such Subsidiary under a Qualified Credit Facility;

WHEREAS upon the guarantee of the Securities by an Issuer Restricted Subsidiary (other than Level 3 LLC), the Issuer, Parent, the Trustee and such Issuer Restricted Subsidiary shall enter into a supplemental indenture in substantially the form of this

Supplemental Indenture pursuant to which such guarantee will be subordinated in any bankruptcy, liquidation or winding up proceeding to the obligations of such Issuer Restricted Subsidiary under the Loan Documents (as defined in the New Credit Agreement);

WHEREAS the New Credit Agreement constitutes a Qualified Credit Facility and the guarantee of the obligations under the New Credit Agreement by Level 3 LLC and the issuance and pledge of the Loan Proceeds Note constitute Guarantees of a Qualified Credit Facility;

WHEREAS pursuant to Section 901 and Section 1308 of the Indenture, the Trustee, Parent, the Issuer and Level 3 LLC are authorized to execute and deliver this Supplemental Indenture;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Parent, the Issuer, Level 3 LLC and the Trustee mutually covenant and agree for the equal and ratable benefit of the holders of the Securities as follows:

## **ARTICLE I**

### **Subordination**

SECTION 1.1. Subordination. The Trustee hereby agrees that all obligations in respect of any amounts payable by Level 3 LLC pursuant to the Subordinated Guarantee, including the guarantee of the payment of principal, premium (if any), interest or all other amounts payable in respect of the Securities (the "Subordinated Obligations"), shall be subordinate and junior in right of payment, to the extent and in the manner provided in the Indenture (as supplemented by this Supplemental Indenture), to the prior payment in full in cash of all obligations (including without limitation the Obligations (as defined in the New Credit Agreement)) of Level 3 LLC under or in respect of the Loan Documents (as defined in the New Credit Agreement) and the Loan Proceeds Note, including the payment of principal, premium (if any), interest (including interest arising after the commencement of a bankruptcy or other proceeding, whether or not such a claim is permitted in such proceeding), the guarantees thereof or all other amounts payable thereunder (the "Senior Obligations").

SECTION 1.2. Subordination in the Event of Dissolution or Insolvency of Level 3 LLC. Upon any distribution of assets of Level 3 LLC in connection with its dissolution or insolvency or upon any dissolution, winding up, liquidation or reorganization of Level 3 LLC, whether in bankruptcy, insolvency, reorganization, arrangement or receivership or similar proceedings, or upon any assignment for the benefit of creditors or any other marshaling of the assets and liabilities of Level 3 LLC:

(a) the holders of the Senior Obligations (the "Senior Creditors") shall first be entitled to receive payment in full in cash of the Senior Obligations in accordance with the terms of such Senior Obligations before the Securityholders shall be entitled to receive any payment on account of the Subordinated Obligations owed by Level 3 LLC in respect of the Securities, whether of principal, premium (if any), interest, pursuant to the Subordinated Guarantee or otherwise; and

(b) any payment by, or distribution of the assets of, Level 3 LLC of any kind or character, whether in cash, property or securities, to which the Securityholders would be entitled except for the provisions of Section 1308 of the Indenture and this Supplemental Indenture shall be paid or delivered by the Person making such payment or distribution (whether a trustee in bankruptcy, a receiver, custodian or liquidating trustee or otherwise) directly to the Administrative Agent or the Senior Creditors to the extent necessary to make payment in full in cash of all Senior Obligations remaining unpaid, after giving effect to any concurrent payment or distribution to the Administrative Agent or the Senior Creditors in respect of the Senior Obligations.

**SECTION 1.3. Certain Payments Held in Trust.** In the event that any payment by, or distribution of the assets of, Level 3 LLC of any kind or character, whether in cash, property or securities, and whether directly or otherwise, shall be received by or on behalf of the Trustee or the Securityholders at a time when such payment is prohibited by or contrary to the agreements set forth in this Supplemental Indenture, such payment or distribution shall be held in trust for the benefit of, and shall be paid over to, the Administrative Agent or the Senior Creditors to the extent necessary to make payment in full in cash of all Senior Obligations remaining unpaid, after giving effect to any concurrent payment or distribution to the Administrative Agent or the Senior Creditors in respect of such Senior Obligations.

**SECTION 1.4 Trustee Not Fiduciary.** The Trustee shall not be deemed to owe any fiduciary duty to the Senior Creditors and shall not be liable to any such Senior Creditor if the Trustee shall in good faith mistakenly pay over or distribute to the Securityholders or to the Issuer or to any other person cash, property or securities to which any holders of Senior Obligations shall be entitled by virtue of this Article or otherwise. With respect to the holders of Senior Obligations, the Trustee undertakes to perform or to observe only such of its covenants or obligations as are specifically set forth in this Article and no implied covenants or obligations with respect to holders of Senior Obligations shall be read into this Supplemental Indenture against the Trustee.

**SECTION 1.5. Legend.** Any and all instruments or records now or hereafter creating or evidencing the Subordinated Obligations, whether upon refunding, extension, renewal, refinancing, replacement or otherwise, shall contain the following legend:

"Notwithstanding anything contained herein to the contrary, neither the principal of nor the interest on, nor any other amounts payable in respect of, the indebtedness created or evidenced by this instrument or record shall be paid or payable with or by the funds provided by Level 3 Communications, LLC, except to the extent permitted under the Supplemental Indenture dated May 29, 2007, among Level 3 Communications, Inc., Level 3 Communications, LLC, Level 3 Financing, Inc. and the Trustee, which Supplemental Indenture is incorporated herein with the same effect as if fully set forth herein."

**SECTION 1.6. Obligations Hereunder Not Affected.** So long as the New Credit Agreement shall constitute a Qualified Credit Facility, this Supplemental Indenture shall continue to be effective or be reinstated, as the case may be, if at any time any payment of the Senior Obligations or any part thereof shall be rescinded or must otherwise be returned by the

Administrative Agent and the Senior Creditors upon the insolvency, bankruptcy or reorganization of Level 3 LLC or otherwise, all as though such payment had not been made.

## **ARTICLE II**

### **Miscellaneous**

**SECTION 2.1. 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.

**SECTION 2.2. Modification.** No modification, amendment or waiver of any provision of this Supplemental Indenture 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.

**SECTION 2.3. 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, the Issuer and Level 3 LLC 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, this Supplemental Indenture is a legal, valid and binding obligation of Parent, the Issuer and Level 3 LLC, enforceable against each of them in accordance with its terms.

**SECTION 2.4. 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.

**SECTION 2.5. 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.

**SECTION 2.6. Headings.** Article and Section headings used herein are for convenience of reference only, are not part of this Supplemental Indenture and are not to affect the construction of, or to be taken into consideration in interpreting, this Supplemental Indenture.

**SECTION 2.7. Trustee.** The recitals and statements herein are deemed to be those of the Issuer, Parent and Level 3 LLC and not of the Trustee. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

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

**LEVEL 3 COMMUNICATIONS, INC.,**

*By /s/ Thomas C. Stortz  
Name: Thomas C. Stortz  
Title: Executive Vice President*

**LEVEL 3 FINANCING, INC.,**

*By /s/ Sunit S. Patel  
Name: Sunit  
Title: Group Vice President*

**LEVEL 3 COMMUNICATIONS, LLC,**

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

THE BANK OF NEW YORK, as Trustee,

*By /s/ Stacey B. Poindexter  
Name: Stacey B. Poindexter  
Title: Assistant Vice President*