

AMENDMENT #1 TO THE AGREEMENT FOR THE PROVISION OF BILLING AND COLLECTION SERVICES

This Amendment is made a part of the Agreement for the Provision of Billing and Collection Services for Message Telephone Service (MTS) dated December 1, 2004, entered into between Qwest Corporation, a Colorado corporation, (hereinafter "Qwest"), and Qwest LD Corp., a Delaware Corporation (hereinafter "QLDC"), acting through their authorized representatives.

WHEREAS, the Agreement provides that it may be amended by the Parties pursuant to Section 21;

NOW, THEREFORE, the Parties agree as follows:

1. The parties acknowledge that QLDC's name was incorrectly referenced in the Agreement as Qwest Long Distance Corporation and hereby amend the Agreement to reference QLDC as Qwest LD Corp. (hereinafter the "Name Correction"). The parties acknowledge and agree that the Name Correction to the Agreement shall be deemed to be effective as of the original effective date of the Agreement, and that QLDC is currently and was originally the party-in-interest to the Agreement.

2. This Amendment is effective on the first day of the first calendar month following the date it is signed on behalf of Qwest; except that, if under applicable law, this Amendment, or notice thereof must be filed with a governmental entity, including but not limited to a state public utility commission, this Amendment shall not become effective with respect to any jurisdiction having such requirements until the filings have occurred.

3. Section 17 (Term and Termination of Agreement), Paragraph A of the Principal Agreement, is hereby modified to read as follows:

A. This Agreement shall be effective December 1, 2004 and shall continue in force through November 30, 2009; except, if under applicable law, this Agreement, or notice thereof must be filed with a governmental entity, including but not limited to a state public utility commission, this Agreement shall not become effective with respect to any jurisdiction having such requirements until the filings have occurred..

4. Section 22 (Assignment) of the Principal Agreement is hereby modified by adding the following text to the end of such section:

Notwithstanding the foregoing, for the purposes of this Agreement, Qwest and QLDC shall be deemed not to be affiliates of each other.

5. Exhibit C (Price Lists), Section I (Invoice-Based Billing Services), Item B, (Inquiry Service) is hereby modified to read as follows:

	Service Name	Unit	Non-Discounted Base Price	Discount Earned	Discounted Price Per Unit
B.	Inquiry Service	Per Message Billed	\$0.10	60%	\$0.04

6. Exhibit C (Price Lists), Section I (Invoice-Based Billing Services), Price Application and Provisioning Parameters for Inquiry Service is hereby modified to add the following statement #2:

Inquiry Service:

2. The base Inquiry Service price is eligible to be discounted at the same discount level that applies to MTS Bill Production based on QLDC's election to make an annual "take or pay" bill volume commitment pursuant to the terms of Supplement C-1 of this exhibit.

7. Exhibit C (Price Lists), Supplement C-1 (Annual Bill Volume Commitment Reference for QLDC) is hereby replaced in total by Attachment A to this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be fully executed by their authorized representatives.

Qwest LD Corp.



Signature

Roland R. Thornton
EVP – Wholesale Markets

8/17/05
Date

Qwest Corporation



Signature

Carla Stewart
VP - Finance

8/17/05
Date

SUPPLEMENT C-1

ANNUAL BILL VOLUME COMMITMENT REFERENCE FOR QLDC

1. Qwest's base price for MTS Bill Production Services without an annual "take or pay" Bill Volume Commitment of at least five hundred thousand (500,000) bills annually (per calendar year) is set forth below. The price applies for each QLDC End User bill issued, per each CIC/ABEC. Additionally, the matrix reflects current pricing and is subject to change, pursuant to Section 4.G of the Principal Agreement

Check Here If QLDC Will Not Be Making A Bill Volume Commitment	Base Price Discount	Base Price Per MTS Bill
	None	\$ 2.50

2. The base Bill Production price is eligible to be discounted based on QLDC's election to make an annual "take or pay" bill volume commitment of at least five hundred thousand (500,000) bills annually (per calendar year) of this Agreement, pursuant to the following terms. Please note that all QLDC bills for every active CIC/ABEC will be aggregated together to meet the annual bill volume commitment. Additionally, the matrix reflects current pricing and is subject to change, pursuant to Section 4.G of the Principal Agreement.

Commitment Tier	A Check Here Will Designate QLDC's Commitment Level	Annual Bill Volume Commitment	Discount Earned on Base Price shown in Supplement C-1, Paragraph 1	MTS Bill Production Price
1		500,000 – 999,999 Bills	6%	\$ 2.35
2		1,000,000 – 1,499,999 Bills	8%	\$ 2.30
3		1,500,000 – 1,999,000 Bills	10%	\$ 2.25
4		2,000,000 – 2,499,999 Bills	12%	\$ 2.20
5		2,500,000 – 2,999,999 Bills	14%	\$ 2.15
6		3,000,000 – 4,999,999 Bills	16%	\$ 2.10
7		5,000,000 – 5,999,999 Bills	18%	\$ 2.05
8		6,000,000 – 6,999,999 Bills	20%	\$ 2.00
9		7,000,000 – 7,999,999 Bills	22%	\$ 1.95
10		8,000,000 – 8,999,999 Bills	24%	\$ 1.90
11		9,000,000 – 9,999,999 Bills	26%	\$ 1.85
12		10,000,000 – 14,999,999 Bills	30%	\$ 1.75
13		15,000,000 – 19,999,999 Bills	35%	\$ 1.62
14		20,000,000 – 29,999,999 Bills	40%	\$ 1.50
15		30,000,000 – 39,999,999 Bills	50%	\$ 1.25
16	X	40,000,000+ Bills	60%	\$ 1.00

SUPPLEMENT C-1

ANNUAL BILL VOLUME COMMITMENT REFERENCE FOR QLDC - CONTINUED

3. When QLDC elects to make an annual bill volume commitment and its Bill Production volumes fails to meet the low-end number if its designated Commitment Tier for any calendar year, Qwest will bill the bill volume shortfall at the appropriate Commitment Tier rate, via QLDC's B&C Invoice. If, in the final year of the Agreement, the Parties:
- A) agree to renegotiate and extend the Agreement beyond the date specified in Section 2.A of this Amendment #1, the 2009 bill volume commitment will be calculated based on bill volumes issued on behalf of QLDC between January 1, 2009 through December 31, 2009; or
 - B) agree not to extend the Agreement beyond the date specified in Section 2.A of this Amendment, the bill volume commitment for 2009 will be thirty-six million six hundred sixty-six thousand six hundred sixty-three (36,666,663) bills, which represents the pro-rated volume for eleven (11) months, from January 1, 2009 through November 30, 2009.

In the event a shortfall is due for any given year covered of the Agreement, Qwest shall exercise commercially reasonable efforts to bill any such shortfall due by the end of the second quarter of the following year.