

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): January 9, 2026

LUMEN®

Lumen Technologies, Inc.

(Exact name of registrant as specified in its charter)

Louisiana
(State or other jurisdiction
of incorporation)

100 CenturyLink Drive
Monroe, Louisiana
(Address of principal executive offices)

001-7784
(Commission
File Number)

72-0651161
(IRS Employer
Identification No.)

71203
(Zip Code)

(318) 388-9000
(Telephone number, including area code)

Level 3 Parent, LLC

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

931 14th Street
Denver, Colorado
(Address of registrant's principal executive offices)

001-35134
(Commission
File Number)

47-0210602
(IRS Employer
Identification No.)

80202
(Zip Code)

Registrants' telephone number, including area code: (720) 888-1000

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations 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))

Securities registered pursuant to Section 12(b) of the Act:

Registrant	Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Lumen Technologies, Inc.	Common Stock, no-par value per share	LUMN	New York Stock Exchange
Lumen Technologies, Inc.	Preferred Stock Purchase Rights	N/A	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.*New Notes Offering*

On January 9, 2026, Level 3 Financing, Inc. (“Level 3 Financing”), a direct wholly-owned subsidiary of Level 3 Parent, LLC (“Parent”), and an indirect wholly-owned subsidiary of Lumen Technologies, Inc. (“Lumen,” “us,” “we” or “our”) completed its previously announced upsized offering of additional \$650 million aggregate principal amount of its 8.500% Senior Notes due 2036 (the “New Notes”). The New Notes were issued as additional notes under the indenture dated December 23, 2025 (the “Indenture”), entered into among the Level 3 Financing, Parent, the other guarantors party thereto, and U.S. Bank Trust Company, National Association, as trustee, pursuant to which Level 3 Financing issued \$1.25 billion aggregate principal amount of its 8.500% Senior Notes due 2036 (the “Initial Notes” and, together with the New Notes, the “Notes”). The New Notes form a single series with, and have the same terms (other than the issue date and issue price) as, the Initial Notes.

The net proceeds from this offering were used to fund the purchase of Level 3 Financing’s Existing Second Lien Notes (as defined herein) that were not purchased at early settlement of the Tender Offers (as defined herein) and were accepted for purchase by Level 3 Financing at the expiration date of the Tender Offers, and the payment of accrued and unpaid interest, fees and expenses in connection therewith. Net proceeds not applied in connection with the Tender Offers will be used to pay fees and expenses related to this offering and for general corporate purposes.

Interest on the Notes accrues from December 23, 2025 and is payable on January 15 and July 15 of each year, beginning on July 15, 2026.

The Notes are senior unsecured obligations of Level 3 Financing, ranking equal in right of payment with all existing and future indebtedness of Level 3 Financing that is not expressly subordinated in right of payment to the Notes and ranking senior in right of payment to all existing and future indebtedness of Level 3 Financing expressly subordinated in right of payment to the Notes. The Notes are effectively subordinated to all existing and future secured obligations of Level 3 Financing, to the extent of the value of the collateral provided by Level 3 Financing securing such obligations, and effectively subordinated to all liabilities, including trade payables, of the subsidiaries of Level 3 Financing that are not guarantors under the Indenture.

The Notes are fully and unconditionally guaranteed, jointly and severally, on a senior unsecured basis by Parent, and certain of Parent’s material domestic subsidiaries which were able to guarantee the Notes without regulatory approval and subject to the receipt of the applicable regulatory approvals, other material domestic subsidiaries of Level 3 Financing will guarantee the Notes. Each such guarantee is a senior unsecured obligation of the applicable guarantor, ranking equal in right of payment with all existing and future indebtedness of such guarantor that is not expressly subordinated in right of payment to the guarantee of such guarantor and ranking senior in right of payment to all existing and future indebtedness of such guarantor that is expressly subordinated in right of payment to the guarantee of such guarantor. Each guarantee is effectively subordinated to all existing and future secured obligations of such guarantor, to the extent of the value of the collateral provided by such guarantor securing such obligations, and effectively subordinated to all liabilities, including trade payables, of the subsidiaries of such guarantor (other than Level 3 Financing) that are not themselves guarantors.

Level 3 Financing may redeem some or all of the Notes at any time prior to January 15, 2031 at a redemption price equal to 100% of their principal amount, plus the applicable “make-whole” premium set forth in the Indenture and accrued and unpaid interest (if any) to, but not including, the date of redemption. Level 3 Financing may redeem some or all of the Notes on or after January 15, 2031 at the redemption prices as set forth in the Indenture, plus accrued and unpaid interest (if any) to, but not including, the date of redemption. In addition, prior to January 15, 2029, Level 3 Financing may also, at its option, redeem up to 40% of the aggregate principal amount of the Notes with an amount not greater than the net cash proceeds from one or more equity offerings at the redemption price specified in the Indenture.

Upon the occurrence of certain specified change of control events, Level 3 Financing will be required, unless it has elected to redeem the Notes as described above, to make an offer to purchase all outstanding Notes at a price in cash equal to 101% of their principal amount on the purchase date, plus accrued and unpaid interest (if any) to, but not including, such purchase date.

The Indenture provides for customary events of default, including, among other things, the (i) failure to pay principal, interest or premium (if any) on the Notes when due, subject to certain grace periods; (ii) failure to perform various specified covenants continued for 90 days after written notice with respect thereto to Level 3 Financing by the trustee or the holders of at least 30% of the aggregate principal amount of such Notes then outstanding; or (iii) occurrence of certain specified defaults, judgments, bankruptcy proceedings, insolvencies or other events relating to Parent, Level 3 Financing or certain of its significant subsidiaries. In addition, subject to the terms and conditions set forth in the Indenture, if certain specified events of default with respect to the Notes occur and are continuing, the trustee or holders of at least 30% of the aggregate principal amount of the Notes then outstanding may declare the principal of the Notes to be due and payable immediately.

The Indenture contains certain restrictive covenants that limit the incurrence of additional indebtedness, liens and certain other corporate transactions. These covenants are subject to a number of important limitations and exceptions and are subject to termination upon the occurrence of certain events described in the Indenture.

The Notes and the related guarantees are not and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws in the United States and may not be offered or sold in the United States absent registration or an exemption from the applicable registration requirements. Accordingly, the Notes were offered and sold only to persons reasonably believed to be qualified institutional buyers in accordance with Rule 144A promulgated under the Securities Act and to non-U.S. persons outside the United States in accordance with Regulation S promulgated under the Securities Act. Holders of the Notes do not have registration rights.

The foregoing description of the Indentures does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Indenture, a copy of which was included as Exhibit 4.1 of the Current Report on Form 8-K filed on December 23, 2025, and which is incorporated by reference herein.

Supplemental Indenture for the 4.875% Second Lien Notes due 2029

In connection with the final results of the Tender Offers and the Solicitation of Consents (as defined below) as set forth in the Statement (as defined below), Level 3 Financing, Parent, the other guarantors of the 4.875% Second Lien Notes due 2029 and Wilmington Trust, National Association, as trustee and collateral agent have entered into a supplemental indenture relating to the 4.875% Second Lien Notes due 2029 to effect the Amendments (as defined below) (the "4.875% Supplemental Indenture"). The foregoing description of the 4.875% Supplemental Indenture does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the 4.875% Supplemental Indenture, a copy of which is attached as Exhibit 4.3 hereto and is incorporated by reference.

Other Information

In reviewing the documents included as exhibits to this Current Report, please note that they are included to provide you with additional information regarding the terms of the Notes and are not intended to provide any other factual or disclosure information about Level 3 Financing, Parent or the other parties thereto. Additional information about Parent may be found elsewhere in its public filings, which are available without charge through the website of the U.S. Securities and Exchange Commission at <http://www.sec.gov>.

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

The information under the subheading "New Notes Offering" in Item 1.01 of this Form 8-K is hereby incorporated by reference into this Item 2.03.

Item 8.01 Other Events

On January 8, 2026, Lumen announced the final results of its previously announced cash tender offers (each, a “Tender Offer” and collectively, the “Tender Offers”) by its wholly-owned subsidiary, Level 3 Financing to purchase the outstanding notes described below, in each case subject to certain terms and conditions set forth in the Offers to Purchase and Solicitations of Consents dated December 8, 2025, as amended and supplemented prior to the date hereof (the “Statement”), and the solicitations of consents (“Solicitation of Consents”) to amend the indentures governing Level 3 Financing’s 4.000% Second Lien Notes due 2031, 3.875% Second Lien Notes due 2030, 4.500% Second Lien Notes due 2030, and 4.875% Second Lien Notes due 2029 (together, the “Existing Second Lien Notes”) to (a) eliminate substantially all of the restrictive covenants and eliminate certain events of default and (b)(1) release all collateral securing the obligations of Level 3 Financing and the guarantors under the indentures governing each of the Existing Second Lien Notes and (2) effectuate certain other amendments applicable to such indenture, among other things, eliminate certain additional restrictive covenants and events of default (collectively, the “Amendments”).

On December 23, 2025, Level 3 Financing, Parent and the other applicable guarantors entered into supplemental indentures with the trustees and collateral agents for the 4.000% Second Lien Notes due 2031, 3.875% Second Lien Notes due 2030, and 4.500% Second Lien Notes due 2030 to effect the Amendments with respect to each such series, and such supplemental indentures became operative on the date hereof.

This Current Report on Form 8-K does not constitute an offer to purchase or the solicitation of an offer to sell any Existing Second Lien Notes, nor will there be any purchase of Existing Second Lien Notes in any jurisdiction in which such offer, solicitation or sale would be unlawful.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

Exhibit No.	Description
4.1	<u>Indenture, dated as of December 23, 2025, among Level 3 Parent, LLC and the other guarantors party thereto, Level 3 Financing, Inc., as issuer, and U.S. Bank Trust Company, National Association, as trustee, relating to the Notes of Level 3 Financing, Inc. (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed on December 23, 2025).</u>
4.2	<u>Form of Notes (incorporated by reference to Exhibit 4.2 to the Current Report on Form 8-K filed on December 23, 2025).</u>
4.3	<u>Second Supplemental Indenture, dated as of January 9, 2026, among Level 3 Parent, LLC and the other guarantors party thereto, Level 3 Financing, Inc., as issuer, and Wilmington Trust, National Association, as trustee and collateral agent, relating to the 4.875% Second Lien Notes due 2029 of Level 3 Financing, Inc.</u>
104	Cover Page Interactive Data File (formatted in iXBRL in Exhibit 101).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, Lumen Technologies, Inc. and Level 3 Parent, LLC have duly caused this Current Report to be signed on their behalf by the undersigned officer hereunto duly authorized.

LUMEN TECHNOLOGIES, INC.

By: /s/ Chris Stansbury
Chris Stansbury
Executive Vice President and Chief Financial Officer

LEVEL 3 PARENT, LLC

By: /s/ Chris Stansbury
Chris Stansbury
Executive Vice President and Chief Financial Officer

Dated: January 9, 2026

SECOND SUPPLEMENTAL INDENTURE

SECOND SUPPLEMENTAL INDENTURE (this "Supplemental Indenture") dated as of January 9, 2026, among LEVEL 3 PARENT, LLC, a Delaware limited liability company ("Level 3 Parent"), LEVEL 3 FINANCING, INC., a Delaware corporation (the "Issuer"), the guarantors listed on the signature pages hereto (together with Level 3 Parent, the "Guarantors"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as trustee and collateral agent under the Indenture referred to below (the "Trustee").

WITNESSETH :

WHEREAS, the Issuer, Level 3 Parent and the other Guarantors party thereto have heretofore executed and delivered to the Trustee that certain Indenture, dated as of March 22, 2024 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Indenture"), providing for the issuance of its 4.875% Second Lien Notes due 2029 (the "Notes");

WHEREAS, the Issuer has offered to purchase the Notes for cash, upon the terms and subject to the conditions set forth in the Offer to Purchase and Consent Solicitation Statement, dated December 8, 2025, as amended, restated, and supplemented or otherwise modified (such offer, the "Tender Offer" and, such Statement, the "Statement") and, in conjunction with the Tender Offer, has solicited consents from the Holders of the Notes to the amendments to the Indenture contained herein (the "Consent Solicitation");

WHEREAS, Section 8.02 of the Indenture provides, among other things, that with the consent of the Holders of not less a majority in principal amount of the Outstanding Securities, by Act of such Holders delivered to the Issuer and the Trustee, and solely for purposes of the amendments set forth in Sections 2(a)(vii) (to the extent related to Section 5.01(k) of the Indenture), 2(a)(ix), 2(a)(x), 2(a)(xi) and 2(b) hereof (and, to the extent related to any such subsections of Section 2, Sections 2(c), 2(d), 2(e) and 3), the consent of the Holders of at least two-thirds in principal amount of the Outstanding Securities affected thereby (collectively, the "Requisite Consents") as evidenced by the Certification of Global Bondholder Services Corporation attached to the Officers' Certificate of the Issuer delivered as of the date hereof, the Issuer, the Guarantors and the Trustee may enter into one or more indentures supplemental thereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or waiving or otherwise modifying in any manner the rights of the Holders;

WHEREAS, the Issuer has received the Requisite Consents from the Holders of the Notes to make certain amendments to the Indenture and the Notes as set forth in Sections 2 and 3 hereof (the "Amendments"), as certified by an Officers' Certificate delivered to the Trustee simultaneously with the execution and delivery of this Supplemental Indenture;

WHEREAS, this Supplemental Indenture has been duly authorized by all necessary corporate action on the part of the Issuer and the Guarantors;

WHEREAS, all conditions necessary to authorize the execution and delivery of this Supplemental Indenture and to make this Supplemental Indenture valid and binding have been complied with or have been done or performed;

WHEREAS, the Issuer has delivered to the Trustee an Opinion of Counsel and an Officers' Certificate to the effect that the execution of the Supplemental Indenture is authorized or permitted by the Indenture and that all conditions precedent to the execution of such Supplemental Indenture have been fulfilled; and

WHEREAS, pursuant to Section 8.02 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture, and the Issuer and the Guarantors have requested that the Trustee 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 Issuer, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture, and the rules of construction contained in the Indenture will apply equally to this Supplemental Indenture.

2. Amendments.

(a) The following provisions of the Indenture and all references thereto in the Indenture are hereby amended to be deleted in their entirety and to be of no further force and effect, and the Issuer, the Subsidiaries and the Guarantors are hereby released from their respective obligations under the following provisions of the Indenture, *provided* that the section or article numbers, as applicable, will remain and the word "[Reserved]" shall replace the title thereto:

- (i) Section 9.04 (Existence);
- (ii) Section 9.05 (Reports);
- (iii) Section 9.08 (Limitation on Indebtedness);
- (iv) Section 9.10 (Limitation on Liens);
- (v) Section 9.14 (Restricted and Unrestricted Subsidiaries);
- (vi) Section 9.18 (Authorizations and Consents of Governmental Authorities)
- (vii) Sections 5.01(d), (f), (g) and (k) (Events of Default);

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- (viii) Section 7.03 (4) (Issuer May Consolidate, etc., Only on Certain Terms);
 - (ix) Section 9.15 (Limitation on Actions with Respect to Existing Intercompany Obligations);
 - (x) Section 9.22 (After-Acquired Property); and
 - (xi) Article 13 (Collateral and Security).

(b) The Indenture is hereby amended to release all Collateral from the Lien and security interest created by the Collateral Documents to secure the Obligations and all rights in the applicable Collateral shall be automatically released from the Lien and security interest created by the Collateral Documents to secure the Obligations. This Supplemental Indenture constitutes notice to the Trustee and Collateral Agent of such release.

(c) Any of the terms or provisions present in the Notes that relate to any of the provisions of the Indenture as amended by this Supplemental Indenture are also hereby amended, *mutatis mutandis*, so as to be consistent with the amendments made by this Supplemental Indenture; *provided*, for the avoidance of doubt, that such amendments shall be made only to the extent such amendments may be made with the consent of Holders of the Requisite Consents.

(d) The Indenture is hereby amended by deleting any definitions from the Indenture with respect to which references would be eliminated as a result of the amendments to the Indenture pursuant to Section 2(a) above; *provided*, for the avoidance of doubt, that such amendments shall be made only to the extent such amendments may be made with the consent of Holders of the Requisite Consents.

(e) The Indenture and the Notes are hereby amended by deleting all references in the Indenture and the Notes to those articles, sections and subsections that are deleted as a result of the amendments made by this Supplemental Indenture; *provided*, for the avoidance of doubt, that such amendments shall be made only to the extent such amendments may be made with the consent of Holders of the Requisite Consents.

(f) None of the Issuer, the Subsidiaries, the Guarantors, the Trustee or other parties to or beneficiaries of the Indenture shall have any rights, obligations or liabilities under such sections or clauses deleted pursuant to clause (a) above and such sections or clauses shall not be considered in determining whether a Default or Event of Default has occurred or whether the Issuer, the Guarantors or the Trustee have observed, performed or complied with the provisions of the Indenture.

3. Notes Deemed Conformed. The provisions of the Notes shall be deemed to be conformed to the Indenture as supplemented by this Supplemental Indenture and amended to the extent that the Notes are inconsistent with the Indenture as amended by this Supplemental Indenture.

4. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture and the Notes are 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 Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

5. 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.**

6. 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. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile, PDF or other electronic signature transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile, PDF or other electronic signature shall be deemed to be their original signatures for all purposes.

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

8. Effectiveness; Revocation. Notwithstanding anything to the contrary herein, this Supplemental Indenture shall become effective and binding on the Issuer, the Guarantors, the Trustee and every Holder of the Notes heretofore or hereafter authenticated and delivered under the Indenture upon the execution and delivery by the parties of this Supplemental Indenture, but the amendments to the Indenture and the Notes pursuant to this Supplemental Indenture (including Sections 2 and 3 above) shall become operative only at the time and date at which the relevant consideration described in the Statement has been paid in respect of Notes representing the Requisite Consents, which such payment shall occur on the final settlement date of the Tender Offer, as further described in the Statement. Nothing in this Supplemental Indenture, express or implied, shall give to any Person, other than the parties hereto and their successors under the Indenture and the Holders of the Notes, any benefit or any legal or equitable right, remedy or claim under the Indenture.

9. Severability. To the extent permitted by applicable law, any provision of this Supplemental Indenture held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. In the event any one or more of the provisions contained in this Supplemental Indenture or any

waiver, amendment or modification to this Supplemental Indenture or other Note Document (or purported waiver, amendment, or modification) including pursuant to this Supplemental Indenture, should be held invalid, illegal, unenforceable or to be unauthorized under the terms of Section 8.02 of the Indenture, then:

(x) (i) such provisions, waivers, amendments or modifications (or purported waivers, amendments or modifications) shall be construed or deemed modified so as to be valid, legal, enforceable and authorized under the terms of Section 8.02 of the Indenture, as applicable, with an economic effect as close as possible to that of the invalid, illegal, unenforceable or unauthorized provisions, waivers, amendments or modifications, as applicable, and (ii) once construed or modified by clause (i), such provisions, waivers, amendments or modifications (or attempted waivers, amendments, or modifications) shall be deemed to have been operative *ab initio*,

(y) any such provision, waiver, amendment or modification (or purported waiver, amendment or modification) not capable of being modified or construed in accordance with the foregoing clause (x) shall automatically be considered without effect, and such provision, waiver, amendment or modification shall for all purposes be deemed to have never been implemented or occurred, as applicable, and

(z) after giving effect to each of the foregoing clauses (x) and (y), the validity, legality and enforceability of the remaining provisions or waivers, amendments or modifications, as applicable, contained herein and therein shall not in any way be affected or impaired thereby.

Notwithstanding any other provision of this Supplemental Indenture, if a court of competent jurisdiction, in a final and unstayed order, determines that the amendments contained herein are invalid for any reason, such determination shall not (directly or indirectly) constitute a default or breach of this Supplemental Indenture, the Indenture or any other Note Document.

10. 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, Level 3 Parent and the Guarantors, and not of the Trustee. The Issuer hereby authorizes and directs the Trustee to execute and deliver this Supplemental Indenture. The Issuer acknowledges and agrees that the Trustee and Collateral Agent (i) shall each be entitled to all of the rights, privileges, benefits, protections, indemnities, limitations of liability, and immunities of the Trustee set forth in the Indenture, which are hereby deemed incorporated by reference; and (ii) each has acted consistently with its standard of care under the Indenture and/or Collateral Documents.

[Signature page follows]

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

LEVEL 3 PARENT, LLC

By: /s/ Jon Yourkoski

Name: Jon Yourkoski

Title: Senior Vice President, Treasurer and Corporate
Development of Level 3 Financing, Inc.

LEVEL 3 FINANCING, INC.

By: /s/ Jon Yourkoski

Name: Jon Yourkoski

Title: Senior Vice President, Treasurer and Corporate
Development of Level 3 Financing, Inc.

[Signature Page]

BROADWING, LLC
BTE EQUIPMENT, LLC
GLOBAL CROSSING NORTH AMERICAN HOLDINGS,
INC.
GLOBAL CROSSING NORTH AMERICA, INC.
LEVEL 3 ENHANCED SERVICES, LLC
LEVEL 3 INTERNATIONAL, INC.
LEVEL 3 TELECOM HOLDINGS II, LLC
LEVEL 3 TELECOM HOLDINGS, LLC
LEVEL 3 TELECOM MANAGEMENT CO. LLC
LEVEL 3 TELECOM OF ALABAMA, LLC
LEVEL 3 TELECOM OF ARKANSAS, LLC
LEVEL 3 TELECOM OF CALIFORNIA, LP
LEVEL 3 TELECOM OF D.C., LLC
LEVEL 3 TELECOM OF IDAHO, LLC
LEVEL 3 TELECOM OF ILLINOIS, LLC
LEVEL 3 TELECOM OF IOWA, LLC
LEVEL 3 TELECOM OF LOUISIANA, LLC
LEVEL 3 TELECOM OF MISSISSIPPI, LLC
LEVEL 3 TELECOM OF NEW MEXICO, LLC
LEVEL 3 TELECOM OF NORTH CAROLINA, LP
LEVEL 3 TELECOM OF OHIO, LLC
LEVEL 3 TELECOM OF OKLAHOMA, LLC
LEVEL 3 TELECOM OF OREGON, LLC
LEVEL 3 TELECOM OF SOUTH CAROLINA, LLC
LEVEL 3 TELECOM OF TEXAS, LLC
LEVEL 3 TELECOM OF UTAH, LLC
LEVEL 3 TELECOM OF VIRGINIA, LLC
LEVEL 3 TELECOM OF WASHINGTON, LLC
LEVEL 3 TELECOM OF WISCONSIN, LP
LEVEL 3 TELECOM, LLC
VYVX, LLC
BROADWING COMMUNICATIONS, LLC
GLOBAL CROSSING TELECOMMUNICATIONS, INC.
LEVEL 3 COMMUNICATIONS, LLC
TELCOVE OPERATIONS, LLC
WILTEL COMMUNICATIONS, LLC

By: /s/ Jon Yourkoski

Name: Jon Yourkoski

Title: Senior Vice President, Treasurer and Corporate
Development of Level 3 Financing, Inc.

[Signature Page]

WILMINGTON TRUST, NATIONAL ASSOCIATION, as
Trustee and as Collateral Agent

By: /s/ Jane Schweiger
Name: Jane Schweiger
Title: Vice President

[*Signature Page*]