

CenturyLink Report of Merger Integration Activities
CenturyLink/Qwest Merger
Docket XXX
DATE

As described above, effective with the merger close in XXXX, CenturyLink integrated the legacy Qwest operations into its region operating model across its 37 state operations, including Colorado.

Impacts to staffing at the local operations level in Colorado have been xxxxxxxx resulting from the integration of the legacy Qwest and legacy CenturyLink operations.

The integration did not result in the reduction of any XXXX positions in Colorado.

Impacts on Colorado Operations and Customers

The integration activities described above have been virtually seamless to CenturyLink's Colorado customers. The region organizational structure provides a localized approach, which drives operations and service decision-making closer to the customer. This model has allowed the local Colorado operations team to meet the distinct needs of Colorado customers.



November 19, 2010

Jennifer Hightower
Vice President, Regulatory Affairs
Law & Policy Group
Cox Communications, Inc.
1400 Lake Hearn Drive
Atlanta, GA 30319

Re: CenturyLink/Qwest Transaction

Dear Ms. Hightower:

The purpose of this letter is to memorialize the terms and understanding among CenturyLink, Inc. ("CenturyLink"), Qwest Communications International, Inc. ("QCI") ("Joint Applicants"), and Cox Communications, Inc. ("Cox") in satisfaction of the issues raised by Cox before the Arizona Corporation Commission and the Nebraska Public Service Commission regarding the CenturyLink and Qwest Transaction.¹ In consideration of the Agreement outlined herein, and without modification, Cox agrees that its objections, issues and proposed conditions raised in Arizona and Nebraska related to the Transaction are resolved through this negotiated compromise and, therefore, that the Transaction should be approved by the Arizona Corporation Commission and Nebraska Public Service Commission as in the public interest. Cox further agrees that it will no longer participate before the Federal Communications

¹ See Joint Notice and Application of Qwest Corporation, Qwest Communications Company, LLC, Qwest LD Corp., Embarq Communications, Inc. d/b/a/ CenturyLink Communications, Embarq Payphone Services, Inc. d/b/a/ CenturyLink, and CenturyTel Solutions, LLC for Approval of the Proposed Merger of their Parent Corporations Qwest Communications International Inc. and CenturyTel, Inc., Docket No. T-01051B-10-0194; T-02811B-10-0194; T-04190A-10-0194; T-20443A-10-0194; T-03555A-10-0194; T-03902A-10-0194 (Arizona Application); Joint Application of Qwest Communications International, Inc. and CenturyLink, Inc. for Approval of Indirect Transfer of Control of Qwest Corporation, Qwest Communications Company, LLC, and Qwest LD Corporation, Application No. C-4280 (Nebraska Application), and description of the Plan of Merger contained therein ("Transaction").

Commission regarding this Transaction² and will offer no advocacy (directly or indirectly) contrary to this Agreement before the FCC or state commissions.

Cox agrees that the terms set forth in the Integra Settlement entered into on November 6, 2010 and attached hereto satisfactorily resolves the issues of Cox in Arizona and Nebraska. To the extent applicable, references to "Integra" or "CLECs" within the terms of the Integra Settlement will be deemed to be references to "Cox" for purposes of the understanding memorialized in this letter. For avoidance of doubt, CenturyLink and Qwest agree that the terms of the Integra Settlement will apply in all states within Qwest Corporation's fourteen-state incumbent territory where Cox presently has operations as well as any states where Cox becomes certified to do business or does business. In addition, CenturyLink acknowledges that the terms of paragraphs 1, 6, 9, 11, 13 and 15 as to the Merged Company apply in all states in which it operates an ILEC.

Nothing in this agreement shall prevent Cox from obtaining the benefit of any additional FCC conditions not addressed in this Agreement, whether they are based on voluntary commitments by the merging parties or conditions mandated by the FCC. In addition, if any FCC terms or conditions are inconsistent with this Agreement, Cox, at its sole discretion, has the choice of the terms and conditions set forth herein or those applicable to CLECs contained in the FCC's order approving the Transaction, except to the extent such FCC condition is state-specific or such choice is not permitted by the FCC order. Nothing in this Agreement will preclude Cox from benefitting from commitments or conditions approved by the Arizona or Nebraska commissions or any other state commission consistent with the terms of paragraph 15 of the attached Integra Settlement.

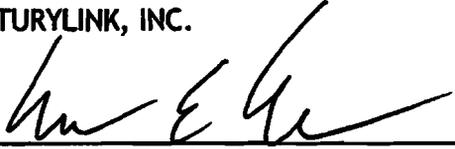
Within 30 days of the closing date, Qwest Corporation and Cox further agree to execute an amendment to their Interconnection Agreements in Arizona and Nebraska that will have the effect of extending the existing terms related to sub-loop access at MDUs for an additional 4 years, for an additional payment of \$75,000 to be paid upon the expiration of the current sub-loop agreement.

Please confirm that this letter accurately describes your understanding and agreement to these terms by signing in the space provided below, and return the executed copy to the attention of Linda Gardner. The parties agree that this Agreement is not confidential and that it will be filed with the Arizona Corporation Commission and the Nebraska Public Service Commission upon execution.

² See, *Applications Filed by Qwest Communications International Inc. and CenturyTel, Inc., d/b/a CenturyLink for Consent to Transfer of Control*, WC Dkt. No. 10-110 (rel. May 28, 2010) and description of the Plan of Merger contained therein ("Transaction").

Jennifer Hightower
November 19, 2010
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CENTURYLINK, INC.



By: William E. Cheek,
President Wholesale Operations
Dated:

QWEST COMMUNICATIONS INTERNATIONAL, INC.

By: R. Steven Davis,
Sr VP—Public Policy & Government Relations
Dated:

COX COMMUNICATIONS, INC.

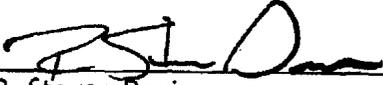
By: Jennifer Hightower,
VP- Regulatory Affairs, Law & Policy Group
Dated:

Jennifer Hightower
November 19, 2010
Page 3

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By: R. Steven Davis,
Sr VP—Public Policy & Government Relations
Dated: *Nov. 19, 2010*

COX COMMUNICATIONS, INC.

By: Jennifer Hightower,
VP- Regulatory Affairs, Law & Policy Group
Dated:

Jennifer Hightower
November 19, 2010
Page 3

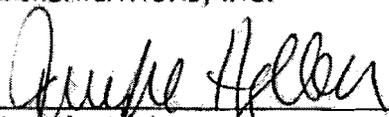
CENTURYLINK, INC.

By: William E. Cheek,
President Wholesale Operations
Dated:

QWEST COMMUNICATIONS INTERNATIONAL, INC.

By: R. Steven Davis,
Sr VP—Public Policy & Government Relations
Dated:

COX COMMUNICATIONS, INC.



By: Jennifer Hightower,
VP, Regulatory Affairs, Law & Policy Group
Dated:

11/19/2010

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this 6th day of November, 2010, by and among CenturyLink, Inc., a Louisiana Corporation ("CenturyLink"), and its affiliates, Qwest Communications International, Inc. ("QCI"), a Delaware Corporation, and its affiliates, including Qwest Corporation, Integra Telecom, Inc., an Oregon Corporation, and its affiliates (collectively "Integra" or "CLEC(s)") with operations in the state of Arizona, Colorado, Idaho, Minnesota, Montana, North Dakota, Oregon, Utah, and Washington, among others. To the extent that Integra becomes certified to do business or does business in Iowa, Nebraska, New Mexico, South Dakota, and Wyoming during the time periods covered by this Agreement, this Agreement will also apply. CenturyLink, QCI and Integra may be referred to collectively as the "Parties."

Whereas, CenturyLink and QCI have entered into an Agreement and Plan of Merger, dated April 21, 2010, which, upon completion, will result in QCI becoming a wholly owned subsidiary of CenturyLink ("Transaction").

Whereas, the Transaction requires the approval of the Federal Communications Commission ("FCC") and various state commissions in states where CenturyLink, QCI, or Integra operate, among other approvals.

Whereas, CenturyLink and QCI have filed applications for authorization to effectuate the Transaction at the FCC and in several states, including in the states of Arizona, Colorado, Iowa, Nebraska, Minnesota, Montana, Oregon, Utah, and Washington.

Whereas, Integra intervened in the state commission review proceedings in Arizona, Colorado, Minnesota, Montana, Oregon, Utah, and Washington, and filed or presented testimony expressing concerns related to the Transaction. Integra also made filings with the FCC raising similar concerns, objections, and proposed conditions and has presented its concerns regarding the Transaction to various Legislators.

Whereas, the Parties have reached a mutually agreeable settlement of Integra's concerns, objections, and proposed conditions regarding the Transaction such that Integra believes that with this Agreement, and without modification or addition to its terms, the Transaction is in the public interest from Integra's perspective and should be approved by the FCC and the state commissions.

In consideration of the mutual representations and covenants contained herein, the Parties hereby agree as follows:

A. Definitions:

“Closing Date” or “Merger Closing Date” refers to the closing date of the Transaction for which the Applicants have sought approval from the FCC and state commissions.¹

“Merged Company” refers to the post-merger company (CenturyLink and its operating companies, collectively, after the Closing Date).

“Operational Support Systems” or “OSS” are as defined by 47 CFR 51.319(g) and as interpreted in the rules and orders of the FCC.

“OSS Interfaces” are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users.

“Qwest Corporation” and “Qwest” refer to Qwest Corporation and its successors and assigns.

B. Terms:

1. The Merged Company will not recover, or seek to recover through wholesale service rates or other fees paid by CLECs: a) one-time transition, branding, or any other transaction-related costs; b) any acquisition premium paid by CenturyLink for QCI; and c) any increases in overall management costs that result from the transaction, including those incurred by the operating companies. For purposes of this condition, “transaction-related costs” shall be construed to include all Merged Company costs related to or resulting from the transaction and any related transition, conversion, or migration costs and, for example, shall not be limited in time to costs incurred only through the Closing Date.
2. In the legacy Qwest ILEC service territory, the Merged Company shall comply with all wholesale performance requirements and associated remedy or penalty regimes for all wholesale services, including those set forth in regulations, tariffs, interconnection agreements, and Commercial agreements applicable to legacy Qwest as of the Merger Closing Date. In the legacy Qwest service territory, the Merged Company shall continue to provide to CLECs at least the reports of wholesale performance metrics that legacy Qwest made available, or was required to make available, to CLECs as of the Merger Closing Date,

¹ See *Applications Filed by Qwest Communications International Inc. and CenturyTel, Inc., d/b/a/ CenturyLink for Consent to Transfer of Control, Pleading Cycle Established*, Public Notice, DA 10-993, WC Dkt. No. 10-110 (rel. May 28, 2010) (“Public Notice”) and related applications filed in state proceedings.

or as subsequently modified or eliminated as permitted under this Agreement or pursuant to any changes in law. The Merged Company shall also provide these reports to state commission staff or the FCC, when requested. The state commission and/or the FCC may determine that additional remedies are required, to the extent a state commission or FCC finds it is consistent with its jurisdiction. The Merged Company does not waive its right to oppose such a request.

a. The Parties will not seek to reduce or modify the Qwest Performance Indicator Definition (PID) or Qwest Performance Assurance Plan (QPAP)² that is offered, or provided via contract or Commission approved plan, as of the Merger Closing Date for at least eighteen months after the Closing Date.³ After the eighteen month period, the Parties may seek modifications under the terms and conditions outlined in the QPAP. The Merged Company will not seek to eliminate or withdraw the QPAP for at least three years after the Closing Date. The QPAP will be available to all requesting CLECs unless the Merged Company obtains approval from the applicable state commission to eliminate or withdraw it.

i. For at least three years after the Closing Date, and consistent with the FCC's required conditions of the Embarq-CenturyTel merger, in the legacy Qwest ILEC service territory, the Merged Company shall meet or exceed the average wholesale performance provided by Qwest to CLEC, measured as follows:

- (a.) For the first three months after Closing Date, Qwest's performance will be compared to Qwest's performance for the twelve months prior to Closing Date.
- (b.) Thereafter, each successive month of Qwest's performance will be added to the three month period in (a.) in determining Qwest's performance until twelve months after Closing Date.
- (c.) Beginning one year after Closing Date, Qwest's performance will be measured by a rolling twelve month average performance.

b. If the Merged Company fails to provide wholesale performance levels as measured by the methodology described in this condition, the Merged Company must

² In Colorado, the QPAP is known as the CPAP. In Minnesota, the QPAP is known as the MPAP. These state-specific terms will be used in agreements filed in Colorado and Minnesota.

³ The limitations of paragraph 2.a.do not apply to implementation of any decision arising from Colorado Docket No. 02M-259T. In addition, the parties agree not to initiate any further action in North Dakota Docket No. PU-08-04, until at least eighteen months after the Closing Date, however the Parties may implement any decision arising from that docket. Qwest will implement Idaho Order No. 32106 in Case No. QWE-T-08-04. The Parties agree, however, that they will jointly request that the Idaho Commission take no further action in that docket until at least eighteen months after the Closing Date.

conduct a root cause analysis for the discrepancies and develop proposals to remedy each deficiency within thirty days and provide this to CLEC for review and comment.

i. CLEC may invoke the root cause procedure for deterioration in wholesale performance for any PID, product, or disaggregation included within a PID measure if CLEC determines that the performance it received for that PID, product, or disaggregation is materially different and provides the basis for CLEC's determination.

ii. If performance deficiencies are not resolved, CLEC may request a resolution or wholesale service quality proceeding before the state commission. The Merged Company does not waive its right to oppose such a request.

3. Notwithstanding any provision allowing one or both parties to Qwest interconnection agreements, Commercial agreements, Wholesale agreements, interstate tariffs, and intrastate tariffs, and other wholesale agreements between Qwest Corporation or its successors and assigns and CLEC ("Extended Agreements") to terminate the Extended Agreement upon or after expiration of the term of the agreement, the Merged Company shall not terminate or grandparent, change the terms or conditions, or increase the rates of any Extended Agreements during the unexpired term or for at least the Applicable Time Period identified below, whichever occurs later (the "Extended Time Period"), unless required by a change of law, or CLEC requests or agrees in writing to a change and any applicable procedure to effectuate that change is followed. In the event that the Extended Agreement expressly allows termination of the agreement in other circumstances, such as default due to non-payment, this Condition does not preclude termination of an Extended Agreement in those circumstances provided that the Merged Company follows both (1) the Extended Agreement's express provisions, and (2) any applicable procedures pertaining to such termination. Upon approval of the Transaction with this Agreement in the public record, the Parties will consider these terms to be part of the order of approval and thus not trigger or require the filing of an ICA amendment, unless directed otherwise by the commissions or FCC. To the extent an amendment is requested, the Parties agree to execute and file an amendment to the ICA within 30 days of the Closing Date, the terms of which will mirror the language in this Agreement, unless mutually agreed otherwise.

- a. Interconnection Agreements. The Applicable Time Period for Qwest's interconnection agreements (ICAs) is at least thirty-six months after the Closing Date.⁴ The Extended Time Period applies whether or not the initial or current term has expired or is in evergreen status.

⁴ Notwithstanding anything that may be to the contrary in paragraphs 3,3a, and 4, in Colorado where a cost docket is nearing completion but may not be final as of the Closing Date, the rates established in Colorado cost docket

i. The Merged Company shall allow CLEC to use its pre-existing interconnection agreement as the basis for negotiating an initial successor replacement interconnection agreement to the extended ICA. Where the parties agree it is reasonable to do so, the parties may incorporate the amendments to the existing agreement into the body of the agreement used as the basis for such negotiations of the initial successor replacement interconnection agreement.

ii. CLEC may opt-in to an interconnection agreement in its initial term or the extended term.

iii. If Qwest and CLEC are in negotiations for a replacement interconnection agreement before the Closing Date, the Merged Company will allow CLEC to continue to use the negotiations draft upon which negotiations prior to the Closing Date have been conducted as the basis for negotiating a replacement interconnection agreement. In the latter situation (ongoing negotiations), after the Closing Date, the Merged Company will not substitute a negotiations template interconnection agreement proposal of any legacy CenturyLink operating company for the negotiations proposals made before the Closing Date by legacy Qwest.

b. Commercial Agreements. The Applicable Time Period for Commercial agreements is at least eighteen months after the Closing Date for Qwest's Commercial agreements (*i.e.*, offerings made available after a UNE(s) becomes unavailable via ICA): Broadband for Resale, Commercial Broadband Services (QCBS), Commercial Dark Fiber, High Speed Commercial Internet Service (HSIS), Local Services Platform (QLSP), Internetwork Calling Name (ICNAM), and Commercial Line Sharing, as well as any other Commercial agreement to which Qwest and CLEC were parties as of the Closing Date. Notwithstanding any provision to the contrary in this Agreement:

i. After the eighteen month period, Qwest reserves the right to modify rates.

ii. If a Commercial agreement later becomes unavailable on a going forward basis, the agreement will remain available to CLEC on a grandparented basis to serve CLEC's embedded base of customers already being served via services purchased under that Commercial agreement, subject to Qwest's right to modify

number 07A-211T will replace the corresponding rates in Qwest-CLEC Colorado ICAs as of the Closing Date for purposes of this paragraph 3; nor does the paragraph prevent implementation of the rates contemplated in paragraph 14.

rates, for at least eighteen months after Qwest has notified CLEC that the agreement is no longer available.

- c. **Wholesale Agreements.** The Applicable Time Period for Wholesale agreements is at least eighteen months after the Closing Date for Qwest's Wholesale agreements (*i.e.*, offerings made available after a tariffed offering becomes unavailable via tariff): Wholesale Data Services Agreement (ATM, Frame Relay, GeoMax, HDTV-Net, Metro Optical Ethernet, Self-Healing Network, Synchronous Service Transport), as well as any other Wholesale agreement to which Qwest and CLEC were parties as of the Closing Date. Notwithstanding any provisions to the contrary in this Agreement:

- i. After the eighteen month period, Qwest reserves the right to modify rates.
- ii. If a Wholesale agreement later becomes unavailable on a going forward basis, the agreement will remain available to CLEC on a grandparented basis to serve CLEC's embedded base of customers already being served via services purchased under that Wholesale agreement for at least eighteen months after Qwest has notified CLEC that the agreement is no longer available, subject to Qwest's right to modify rates.

- d. **Tariffs.** The Applicable Time Period is at least twelve months after the Closing Date for Qwest wholesale tariff offerings that CLEC ordered from Qwest via tariff as of the Closing Date. Notwithstanding any provision to the contrary in this Agreement, Qwest may engage in Competitive Response pricing as set forth in its tariffs.

- i. Regarding term and volume discount plans, such plans offered by Qwest as of the Closing Date will be extended by twelve months beyond the expiration of the then existing term, unless CLEC indicates it opts out of this one-year extension.
- ii. The Merged Company will honor any existing contracts for services on an individualized term pricing plan arrangement for the duration of the contracted term.

4. **Rates Generally.** The Merged Company, in paragraph 3, agrees not to increase the rates in Qwest interconnection agreements during the Extended Time Period⁵. If, during the

⁵ Notwithstanding anything that may be to the contrary in paragraphs 3, 3a, or 4, in Colorado where a cost docket is nearing completion but may not be final as of the Closing Date, the rates established in Colorado cost docket number 07A-211T will replace the corresponding rates in Qwest-CLEC Colorado ICAs as of the Closing Date for purposes of this paragraph; nor does the paragraph prevent implementation of the rates contemplated in paragraph 14.

Extended Time Period, the Merged Company offers a Section 251 product or service that is not offered under an interconnection agreement (a "new" product or service), the Merged Company may establish a rate using normal procedures. A product, service, or functionality is not "new" for purposes of this paragraph if Qwest was already providing that product, service, or functionality at existing rates as of the Closing Date in the legacy Qwest ILEC serving territory.

- a. Regarding rates changed via a state commission cost docket, the Merged Company may initiate a cost docket (or seek rate increases in a cost docket initiated by another party) before the expiration of the thirty-six month period for extension of ICA terms only if (i) the rate elements, charges or functionalities are not already provided under rates as of the Closing Date as described in paragraph 4; or (ii) the cost docket is not initiated until at least eighteen months after the Closing Date and any rates approved in the cost docket will not become effective until after expiration of the thirty-six month period for extension of ICA terms.
 - b. After the Closing Date, in the legacy Qwest ILEC serving territory, the Merged Company shall not assess any fees, charges, surcharges or other assessments upon CLECs for activities that arise during the subscriber acquisition and migration process other than any fees, charges, surcharges or other assessments that were approved by the applicable commission and charged by Qwest in the legacy Qwest ILEC service territory before the Closing Date, unless Qwest first receives Commission approval. This condition prohibits the Merged Company from charging such fees, charges, surcharges or other assessments, including:
 - i. Service order charges assessed upon CLECs submitting local service requests ("LSRs") for number porting;
 - ii. Access or "use" fees or charges assessed upon CLECs that connect a competitor's own self-provisioned loop, or last mile facility, to the customer side of the Merged Company's network interface device ("NID") enclosure or box; and
 - iii. "Storage" or other related fees, rents or service order charges assessed upon a CLECs' subscriber directory listings information submitted to the Merged Company for publication in a directory listing or inclusion in a directory assistance database.
5. In the legacy Qwest ILEC service territory, to the extent that an interconnection agreement is silent as to an interval for the provision of a product, service or functionality or refers to

Qwest's website or Service Interval Guide (SIG), the applicable interval, after the Closing Date, shall be no longer than the interval in Qwest's SIG as of the Closing Date. Either Party may request an amendment to the interconnection agreement to lengthen an interval after the thirty-six month period for extension of ICA terms.

6. CenturyLink and all of its incumbent local exchange carrier ("ILEC") affiliates will comply with 47 U.S.C. Sections 251 and 252. In the legacy Qwest ILEC service territory, the Merged Company will not seek to avoid any of its obligations on the grounds that Qwest Corporation is exempt from any of the obligations pursuant to Section 251(f)(1) or Section 251(f)(2) of the Communications Act.
7. In the legacy Qwest ILEC service territory, after the Closing Date, Qwest Corporation shall be classified as a Bell Operating Company ("BOC"), pursuant to Section 3(4)(A)-(B) of the Communications Act and shall be subject to all requirements applicable to BOCs, including Sections 271 and 272.
8. Qwest will not seek to reclassify as "non-impaired" any Qwest wire centers for purposes of Section 251 of the Communications Act, nor will the Merged Company file any new petition under Section 10 of the Communications Act seeking forbearance from any Section 251 or 271 obligation or dominant carrier regulation in any Qwest wire center before June 1, 2012.
9. The Merged Company shall provide to wholesale carriers, and maintain and make available to wholesale carriers on a going-forward basis, up-to-date escalation information, contact lists, and account manager information and will provide this information, when possible, thirty days prior to the Closing Date. If not possible, the Merged Company will provide the information within five business days, absent exigent circumstances. For changes to support center location, the Merged Company will provide at least thirty days advance written notice to wholesale carriers. For other changes, the Merged Company will provide reasonable notice, as circumstances permit, of the changes and will keep pertinent information timely updated. The information and notice provided shall be consistent with the terms of applicable interconnection agreements.
10. The Merged Company will make available to each wholesale carrier in the legacy Qwest ILEC service territory the types and level of data, information, and assistance that Qwest made available as of the Closing Date concerning Qwest's wholesale Operational Support Systems functions and wholesale business practices and procedures, including information provided via the wholesale web site (which Qwest sometimes refers to as its Product Catalog or "PCAT"), notices, industry letters, the change management process, and databases/tools (loop qualification tools, loop make-up tool, raw loop data tool, ICONN database, etc.).

11. The Merged Company shall ensure that Wholesale and CLEC operations are sufficiently staffed and supported, relative to wholesale order volumes, by personnel, including IT personnel, adequately trained on the Qwest and CenturyLink systems and processes. With respect to the Wholesale and CLEC operations, such personnel shall be dedicated exclusively to wholesale operations so as to provide a level of service that is not materially less than that which was provided by Qwest prior to the Merger Closing Date and to ensure that CLEC protected information is not used by the Merged Company's retail operations or marketing purposes. The Merged Company will employ people who are dedicated to the task of meeting the needs of CLECs and other wholesale customers.

12. In legacy Qwest ILEC service territory, after the Closing Date, the Merged Company will use and offer to wholesale customers the legacy Qwest Operational Support Systems (OSS) for at least two years, or until July 1, 2013, whichever is later, and thereafter provide a level of wholesale service quality that is not materially less than that provided by Qwest prior to the Closing date, including support, data, functionality, performance, electronic flow through, and electronic bonding. After the period noted above, the Merged Company will not replace or integrate Qwest systems without first establishing a detailed transition plan and complying with the following procedures:
 - a. *Detailed Plan.* The Merged Company will provide notice to the Wireline Competition Bureau of the FCC, the state commission of any affected state and parties to this agreement at least 270 days before replacing or integrating Qwest OSS system(s). Upon request, the Merged Company will describe the system to be replaced or integrated, the surviving system, and steps to be taken to ensure data integrity is maintained. The Merged Company's plan will also identify planned contingency actions in the event that the Merged Company encounters any significant problems with the planned transition. The plan submitted by the Merged Company will be prepared by information technology professionals with substantial experience and knowledge regarding legacy CenturyLink and legacy Qwest systems processes and requirements. CLEC will have the opportunity to comment on the Merged Company's plan in a forum in which it is filed, if the regulatory body allows comments, as well as in the Qwest Change Management Process.

 - b. *CMP.* The Merged Company will follow the procedures in the Qwest Change Management Process ("CMP") Document.⁶

⁶ The Qwest CMP Document is available at <http://www.qwest.com/wholesale/cmp/>

c. Replacement or Retirement of a Qwest OSS Interface.

i. The replacement or retirement of a Qwest OSS Interface may not occur without sufficient acceptance of the replacement interface by CLECs to help assure that the replacement interface provides the level of wholesale service quality provided by Qwest prior to the Closing Date (as described in paragraph 12 above). Each party participating in testing will commit adequate resources to complete the acceptance testing within the applicable time period. The Parties will work together to develop acceptance criteria. Testing will continue until the acceptance criteria are met. Sufficient acceptance of a replacement for a Qwest OSS Interface will be determined by a majority vote, no vote to be unreasonably withheld, of the CMP participants (Qwest and CLECs) in testing, subject to any party invoking the CMP's Dispute Resolution process. The requirements of this paragraph will remain in place only until completion of merger-related OSS integration and migration activity. If a dispute arises as to whether such merger-related OSS integration and migration activity is complete, the state commission will determine the completion date.

ii. The Merged Company will allow coordinated testing with CLECs, including a stable testing environment that mirrors production, jointly established test cases, and, when applicable, controlled production testing, unless otherwise agreed to by the Parties. Testing described in this paragraph associated with merger-related system replacement or integration will be allowed for the time periods in the CMP Document, or for 120 days, whichever is longer, unless otherwise mutually agreed to by the Parties.

iii. The Merged Company will provide the wholesale carriers training and education on any wholesale OSS implemented by the Merged Company without charge to the wholesale carrier.

d. Billing Systems. The Merged Company will not begin integration of Billing systems before the end of the minimum two year or July 1, 2013 period, whichever is longer, noted above, or without following the above procedures, unless the integration will not impact data, connectivity and system functions that support or affect CLECs and their customers. .

i. Any changes by the Merged Company to the legacy Qwest non-retail OSS will meet all applicable ICA provisions related to billing and, to the extent not included in an ICA, will be Ordering and Billing Forum (OBF) compliant.

13. After the Closing Date, the Merged Company will engineer and maintain its network in compliance with federal and state law, as well as the terms of applicable interconnection agreements.
- a. The Merged Company shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to the local loop, as provided by 47 C.F.R. § 51.319(a)(8).
 - b. The Merged Company will retire copper in compliance with federal and state law, as well as the terms of applicable interconnection agreements and as required by a change of law.
14. No later than 30 days after the Closing Date, the Parties agree to amend its existing Qwest-CLEC interconnection agreements by executing the line conditioning amendment contained in Attachment A to this Agreement and by filing the amendment with the applicable state commissions. The terms of the amendment will be included in the ICAs between the Parties for the Extended Time Period contemplated in paragraph 3, unless required by a change in law. Notwithstanding anything to the contrary in this Agreement, the Parties agree to implement the rates, terms and conditions of the amendment upon execution and applicable commission approval of the amendment. The Parties agree to execute and file the amendment within 10 days of execution of this Agreement for Qwest-CLEC Minnesota ICAs and further agree to implement the terms of the amendment no later than January 15, 2011 in Minnesota. Upon execution of this Agreement, CLEC agrees that this amendment satisfies its concerns on line conditioning expressed in Minnesota Docket No. P-421/CI-09-1066 and that it will seek no further relief on this issue in that docket. Nothing in this Agreement precludes Qwest and CLEC from filing the Amendment for commission approval in any other state before the Closing Date, if Qwest and CLEC mutually agree to do so.
15. After fully executed, filed with and, where necessary, approved by a Commission, this Agreement will be made available to any requesting carrier. Additionally, if an order approving this transaction includes any condition not contained in this Agreement or includes provisions inconsistent with those contained in this Agreement, the Merged Company will make that condition or provision available to other carriers in that state upon request, to the extent applicable.

C. Process for Treatment of Agreement:

The Parties agree that this Agreement resolves all contested issues, objections, proposed conditions and other advocacy related specifically to this Transaction as between them. Integra agrees that this Agreement, without modification or addition, is in the public interest.

Consequently, from its perspective, Integra believes that the Transaction is in the public interest and should be approved by the FCC and state commissions. The Parties acknowledge that this Agreement is not confidential and further agree to the issuance of a joint press release announcing that an Agreement has been reached and that, in consideration of this Agreement, approval of the Transaction is in the public interest from Integra's perspective. The Parties further agree to immediately notify the FCC and the state commissions upon execution that this Agreement has been reached and will provide a courtesy copy of this Agreement. This Agreement shall be filed with the state commissions in the states of Arizona, Colorado, Minnesota, Montana, Oregon, Utah and Washington⁷ and any other states where required, within five business days of execution. Integra further commits that, upon request of CenturyLink and QCI, that within 10 days of execution, a representative of Integra with knowledge of this Agreement will accompany CenturyLink and QCI to meetings at the FCC or with members of Congress or their staff to explain that this Agreement, without modification or addition, is in the public interest from Integra's perspective and the Transaction should be approved.

Where testimony filed by one or both of the Integra witnesses has not yet been admitted into evidence and the procedural schedule and rules of a regulatory body permit, Integra will seek leave to withdraw or not submit into the evidentiary record the prefiled testimony of the Integra witnesses in that state, subject to Integra's right to file or re-file testimony as provided in this Agreement. Integra agrees it will represent that this Agreement adequately addresses its concerns and proposed conditions contained in its pre-filed testimony and will represent that, from its perspective, with this Agreement, the Transaction is in the public interest and should be approved. Furthermore, if required by a regulatory body or requested by CenturyLink, Integra will provide a witness to support this Agreement and will testify that with this Agreement, without modification, approval of the Transaction as in the public interest from its perspective. To the extent required by a regulatory body, Integra also agrees to provide such other information in support of this Agreement and approval of the Transaction. No Party to this Agreement will engage in any advocacy (directly or indirectly) contrary to this Agreement. Integra will not advocate for any other party's proposed wholesale conditions or opposition to the Transaction before any regulatory body, or otherwise, except as provided for in this Agreement regarding modification, rejection, or enforcement of this Agreement. Integra will no longer retain QSI Consultants, or any other consultant, as consultants or witnesses in a proceeding reviewing the Transaction after the date this Agreement is executed and filed in that proceeding, unless this Agreement is modified over Integra's objection or rejected. To the extent the consultants, witnesses, and outside counsel represent other intervenors before the FCC and the state commissions, Integra will inform them, as well as the FCC and those state commissions, that they are no longer representing Integra, nor advocating for Integra's positions, unless otherwise retained, at Integra's option, consistent with Integra's obligation under this Agreement.

⁷ To the extent necessary to comply with a given state filing convention, the Parties agree to work cooperatively to present this Agreement in the appropriate format, without change in content.

In the event any portion of this Agreement is rejected or altered by a state regulatory body, Integra may submit or re-submit its pre-filed testimony in that jurisdiction. In the event this Agreement is modified or rejected, each Party reserves its right, upon written notice to the Commission and the parties within five (5) business days of the Commission's Order modifying or rejecting this Agreement, to withdraw from this Agreement as to that particular state, with the effect of respectfully requesting the Commission decide all contested issues based on the record, including any testimony that had been withdrawn or not filed due to the execution of this Agreement.

D. Entire Agreement:

This Agreement constitutes the Parties' entire agreement on all matters set forth herein, and it supersedes any and all prior oral and written understandings or agreements on such matters that previously existed or occurred in any proceeding related to this Transaction, and no such prior understanding or agreement or related representations shall be relied upon by the Parties.

E. Agreement As Precedent:

The Parties have entered into this Agreement to avoid further expense, inconvenience, uncertainty and delay. Nothing in this Agreement (or any testimony, presentation or briefing in any proceeding to approve the Transaction) shall be asserted or deemed to mean that a Party agreed with or adopted another Party's legal or factual assertions related to this Transaction. The limitations in this paragraph shall not apply to any proceeding to enforce the terms of this Agreement or any commission order adopting this Agreement in full, as appropriate.

Furthermore, because this Agreement represents a compromise position of the Parties no Party may use this Agreement as precedent on the appropriateness of the positions of that other Party or of other intervenors in any other proceeding and no conduct, statements or documents disclosed in the negotiation of this Agreement (not including non-privileged, publicly available documents) shall be admissible as evidence in any other proceeding.

F. Effective Date:

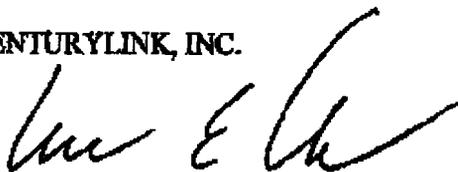
This Agreement is effective upon execution, however, the Settlement Terms contained in Section B shall not become effective unless and until the Transaction closes. If the Transaction does not close, this Agreement and Settlement Terms are null and void.

G. Manner of Execution:

This Agreement is considered executed when all Parties sign this Agreement. A designated and authorized representative may sign this Agreement on a Party's behalf. The Parties may execute this Agreement in counterparts. If this Agreement is executed in counterparts, all counterparts shall constitute one agreement. A faxed or scanned and emailed signature page containing the signature of a Party is acceptable as an original signature page signed by that Party. Each Party shall indicate the date of its signature on this Agreement.

Dated this 6th day of November 2011.

CENTURYLINK, INC.



By: William E. Check, President Wholesale Operations

Dated:

QWEST COMMUNICATIONS INTERNATIONAL, INC.

By: R. Steven Davis,
Senior Vice President—Public Policy & Government Relations

Dated:

INTEGRA TELECOM, INC.

By: James H. Huesgen, President

Dated:

G. Manner of Execution:

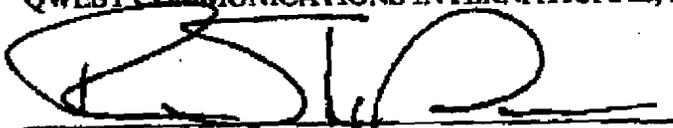
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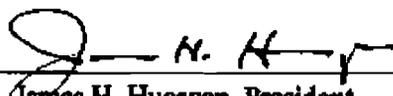
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Senior Vice President—Public Policy & Government Relations
Dated:

INTEGRA TELECOM, INC.



By: James H. Huesgen, President
Dated:

Attachment A to Settlement Agreement:

**Unbundled Loops Used to Provide xDSL Services Amendment
to the Interconnection Agreement between
Qwest Corporation and
[CLEC] for the State of [State]**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and [CLEC] ("CLEC"). Qwest and CLEC shall be referred to jointly as the "Parties."

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") in the state of [State], which was approved by the Commission;

WHEREAS, the Parties agree to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms and conditions relating to xDSL Capable Loops, as set forth in Attachments 1-3 and Exhibit A to this Amendment, attached hereto and incorporated herein by this reference. The Parties agree the terms in this document are for the limited purposes of this Amendment. CLEC and Qwest reserve their rights to assert different language and/or term(s) in other contexts.

Qwest and CLEC agree that, in the new (replacement or successor) interconnection agreement between Qwest and CLEC, the language in Attachments 1-3 and Exhibit A will be added as closed (*i.e.*, agreed upon) language to the interconnection agreement that is submitted in a compliance filing for Commission approval in [State]. Integra agrees to add the closed language reflected in Attachments 1-3 and Exhibit A to the Qwest-CLEC negotiations multi-state interconnection agreement negotiations draft.

Qwest will restore Asymmetric Digital Subscriber Line ("ADSL"), including the NC code of LXR-, which Qwest previously grandparented. Qwest will reverse changes made via its Change Request ("CR") (CR #PC121106-1). Qwest will not re-notify or implement the changes initially announced in its March 13, 2009 notice (PROS.03.13.09.F.06150.LoopQualCLECJobAid_V25) that Qwest did not implement (but indicated in its April 3, 2009 Response it will re-notify). Qwest will not take actions, or make statements in notices to CLECs, that are inconsistent with Qwest's obligation, under 47 C.F.R. § 51.319(a)(8), to not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to the local loop.

Intrabuilding cable is not addressed in this Amendment. CLEC and Qwest reserve their rights with respect to intrabuilding cable.

Effective Date and Implementation Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to begin implementation of the provisions of this Amendment upon execution.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

Entire Agreement

Other than the publicly filed Agreement and its Amendments, Qwest and CLEC have no agreement or understanding, written or oral, relating to the terms and conditions of Attachments 1-3 and Exhibit A in the State of ~~their state~~.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

CLEC

Qwest Corporation

Signature

Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director – Wholesale Contracts

Title

Date

Date

ATTACHMENT 1

NOTE: The numbering in this Attachment 1 (which may not be consecutive) is used as a convenience to the Parties and may not be related to the numbering of the remainder of the Agreement.

2.0 Interpretation and Construction

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between the Agreement and Qwest's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other Qwest documentation relating to Qwest's or CLEC's rights or obligations under this Agreement, then the rates, terms and conditions of this Agreement shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

4.0 Definitions

Defined terms used but not defined in this Amendment are as defined in the Agreement. To the extent that a term is defined in both the Agreement and Section 4.0 of this Amendment, the definition in the Agreement is deemed deleted, and that definition is replaced with the definition in this Section 4.0 of this Amendment, unless the definition below indicates otherwise.

For purposes of the Agreement and this Amendment, the following terms are defined as follows:

"ADSL Compatible Loop" means the unbundled Loop complies with technical parameters of the specified Network Channel/Network Channel Interface codes as specified in the relevant technical publications and industry standards for Asymmetric Digital Subscriber Line ("ADSL"), which is further described in the definition of Digital Subscriber Loop. Qwest makes no assumptions as to the capabilities of CLEC's Central Office equipment or the Customer Premises Equipment.

"Best Available Pair" means, for facilities assignment purposes, the Loop that has the least Estimated Measured Loss ("EML") and that is assigned taking into account the least amount of Conditioning, as described in Section 9.2.2.3.5.1.

"Bridged Tap" means the unused sections of a twisted pair subtending the Loop between the end user customer and the Serving Wire Center or extending beyond the end user customer. Regarding stub cable, see Section 9.2.2.3.5.2.5.1.1.1.

"Condition" or "Conditioning" has the meaning set forth in 47 C.F.R. §51.319 and as interpreted in the rules and orders of the Federal Communications Commission ("FCC"). Conditioning includes when Qwest dispatches personnel and removes at least load coils, low pass filters, range extenders, any single Bridged Tap(s) greater than 2000 feet, total Bridged Tap(s) greater than 2500 feet, any Near-End Bridged Tap(s), and any Far-End Bridged Tap(s) from a