



CenturyLink™

805 Broadway, 8th Floor
Vancouver, WA 98660

February 11, 2011

Oregon Public Utility Commission
Attn: Filing Center
550 Capitol Street NE, Ste 215
Salem, OR 97301-2551

RE: UM-1484 CenturyLink/Qwest Merger

Dear Commission:

Please find enclosed a copy of the Settlement Agreement between CenturyLink, Inc., Qwest Communications International, Inc. and tw telecom. The Agreement settles all issues between the Parties in all states proceedings, including in this docket, and before the FCC.

Please do not hesitate to contact me if you have any questions.

Sincerely,

William E. Hendricks

Encl.

cc: Service List

Phone: 360-905-5949
Fax: 360-905-5953



February 4, 2011

Paul B. Jones
Executive Vice President
tw telecom
10475 Park Meadows Dr.
Littleton, CO 80124

RE: CenturyLink/Qwest Transaction

Dear Paul:

The purpose of this letter is to memorialize the terms and understanding among CenturyLink, Inc. ("CenturyLink"), Qwest Communications International, Inc. ("QCI") ("Joint Applicants"), and tw telecom ("tw telecom") in satisfaction of the issues raised by tw telecom before state regulatory commissions and the Federal Communications Commission ("FCC") regarding the proposed acquisition by CenturyLink of Qwest (the "Transaction").¹ In consideration of the Agreement outlined herein, tw telecom agrees that its objections, issues and proposed conditions related to the Transaction are resolved. Tw telecom agrees it will offer no advocacy (directly or indirectly) contrary to this Agreement or otherwise participate in the regulatory review of the Transaction to advance objections, issues or proposed conditions related to the Transaction or potential consequences of the Transaction. For avoidance of doubt, it is understood and acknowledged that either Party may continue to participate in pending and future FCC proceedings regarding, among other issues, special access pricing and performance quality, and Ethernet pricing and service quality, except that, in doing so, tw telecom will not address the Transaction or potential consequences of the Transaction. To the extent permitted, tw telecom further agrees that it will withdraw its intervention, testimony, briefs, and other advocacy in opposition to the Transaction before the state public utility commissions and the FCC.

¹ 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"); and corresponding state applications.

Tw telecom has elected to opt-into the terms of the November 6, 2010 Integra Settlement.² Tw telecom agrees that the terms of the Integra Settlement, together with the following clarifications, modifications or additional commitments, satisfactorily resolve the issues of tw telecom. To the extent there is an inconsistency between the terms of the Integra Settlement and the following, the following terms will control:

- 1) In the legacy Qwest ILEC service territory, the Merged Company shall continue to provide to tw telecom at least the reports of wholesale performance metrics that legacy Qwest made available, or was required to make available, to tw telecom as of the Merger Closing Date for a period of no less than two years.
- 2) In the legacy Qwest ILEC service territory, the Merged Company shall continue to provide to tw telecom, under the same terms, the quality of service performance comparable to that which Qwest provided to tw telecom for special access and long haul services as of the Merger Closing Date for a period of no less than two years from the Merger Closing Date.
- 3) In the legacy Qwest ILEC service territory, the Merged Company shall continue to participate in special access service and long haul performance review meetings with tw telecom at the same frequency level as provided as of the Merger Closing Date for a period of no less than two years from the Merger Closing Date.
- 4) In the legacy Qwest ILEC service territory, the Merged Company shall extend the Qwest Regional Commitment Plan (RCP) currently opted into by tw telecom through the Merger Closing Date, including its currently effective term, volume, and rate stability commitments, and for another twelve months beyond the expiration of the then existing term or May 31, 2013, whichever is later, unless tw telecom indicates it opts out of this extension.³
- 5) The Merged Company shall continue to provide IP peering consistent with the terms and obligations of the Bi-lateral Peering Agreement as of the Merger Closing Date for a period of twenty-four months from the Merger Closing Date, provided that tw telecom meets all the requirements outlined in the Agreement and otherwise complies with the traffic ratios outlined in Qwest's

² To the extent applicable, references to "Integra" or "CLECs" within the terms of the Integra Settlement will be deemed to be references to "tw telecom" for purposes of the understanding memorialized in this letter.

³ If the Transaction is not closed by May 31, 2011, the Parties agree to renegotiate the date in order to provide a comparable extension to tw telecom.

peering policy found at http://www.qwest.com/legal/peering_na.html as published on the date of this Agreement. Qwest agrees not to change the peering policy published on its website after execution of this Agreement and prior to the Merger Closing Date. In addition, the Merged Company and tw telecom shall jointly work on capacity upgrades at no greater than 80% utilization per circuit or logical circuit bundle to be completed prior to 90% utilization to ensure customer traffic and performance is not adversely impacted.

6) The Merged Company shall continue to offer an Annual Incentive Plan (AIP) program to tw telecom through December 31, 2013. The AIP for 2012 and the AIP for 2013 shall be offered under the same basic terms and conditions in effect as of the Merger Closing Date, subject to the renegotiation of the base revenue, credit tiers, and discounts annually.

Additionally, nothing in this Agreement shall prevent tw telecom from obtaining the benefit of any inconsistent or additional FCC, or state commission condition imposed in that state, whether they are based on voluntary commitments by the merging parties or conditions mandated by the FCC or state commission, or otherwise. Moreover, both Parties acknowledge and agree that there is nothing in the Integra Settlement or the specific terms of this Agreement that limits either Party's right to enforce the provisions of this Agreement in an appropriate forum of competent jurisdiction, which may include a state commission, FCC, state or federal court, as appropriate and consistent with its jurisdiction. In the event that either Party reasonably believes in good faith that the other Party has materially breached the provisions of this Agreement, the Party must provide written notice specifying the breach and providing a 30-day period to cure, during which time any applicable limitations period shall be tolled. If not cured, the non-breaching Party may initiate an appropriate action before a court of competent jurisdiction, the state commission or FCC, to the extent the court, FCC or state commission finds it consistent with its jurisdiction. Such remedy is not exclusive. In addition, neither Party waives its right to oppose such a request, claim, or action.

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. Parties may execute the Agreement in counterparts and 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. This Agreement is considered executed when all Parties sign below. The Parties agree that this Agreement is not

confidential and that it will be filed with the state and federal commissions, as appropriate, upon execution.

CENTURYLINK, INC.

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

QWEST COMMUNICATIONS INTERNATIONAL INC.

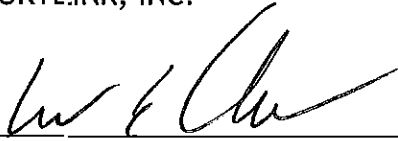
By: R. Steven Davis, Sr VP—Public Policy & Government Relations
Dated:

tw telecom

By: Paul B. Jones, Executive Vice President
Dated:

confidential and that it will be filed with the state and federal commissions, as appropriate, upon execution.

CENTURYLINK, INC.



By: William E. Cheek, President Wholesale Operations

Dated: 2/4/11

QWEST COMMUNICATIONS INTERNATIONAL INC.

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

Dated:

tw telecom

By: Paul B. Jones, Executive Vice President

Dated:

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CENTURYLINK, INC.

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

QWEST COMMUNICATIONS INTERNATIONAL INC.



A handwritten signature in black ink, appearing to read 'R. Steven Davis', is written over a horizontal line.

By: R. Steven Davis, Sr VP—Public Policy & Government Relations
Dated: FEB. 4, 2011

tw telecom

By: Paul B. Jones, Executive Vice President
Dated:

confidential and that it will be filed with the state and federal commissions, as appropriate, upon execution.

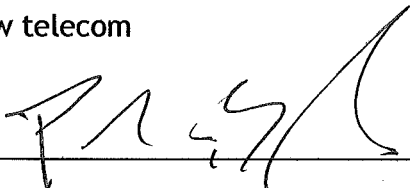
CENTURYLINK, INC.

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

QWEST COMMUNICATIONS INTERNATIONAL INC.

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

tw telecom



By: Paul B. Jones, Executive Vice President
Dated: February 4, 2011

CERTIFICATE OF SERVICE
UM-1484

I certify that on February 11, 2011, a true and correct copy of the Agreement between CenturyLink, Inc., Qwest Communications International, Inc. and tw telecom was served on the following parties via electronic mail and US Mail where applicable:

W	Charles L Best Attorney At Law 1631 NE Broadway #538 Portland, OR 97232-1425 chuck@charleslbest.com	W	Michel Singer Nelson 360networks (USA) Inc. 370 Interlocken Blvd Ste 600 Broomfield, CO 80021-8015 mnelson@360.net
W	Penny Stanley 360networks (USA) inc. 370 Interlocken Blvd Ste 600 Broomfield, CO 80021-8015 penny.stanley@360.net	W	Arthur A Butler Ater Wynne LLP 601 Union Street, Ste 1501 Seattle, WA 98101-3981 aab@aterwynne.com
W	Joel Paisner Ater Wynne LLP 601 Union St Ste 1501 Seattle, WA 98101-2327 jrp@aterwynne.com	W	Richard Stevens Central Telephone Inc. PO Box 25 Goldendale, WA 98620 rstevens@gorge.net
W	John Felz CenturyLink 5454 W 110 th St KSOPKJ0502 Overland Park, KS 66211 john.felz@centurylink.com	W	Michael R. Moore Charter Fiberlink OR – CCVII, LLC 12405 Powerscourt Dr. St. Louis, MO 63131 michael.moore@chartercom.com
W	Gordon Feighner Citizens Utility Board of Oregon 610 SW Broadway, Ste 400 Portland, OR 97205 gordon@oregoncub.org	W	Robert Jenks Citizens Utility Board of Oregon 610 SW Broadway, Ste 400 Portland, OR 97205 bob@oregoncub.org
W	G. Catriona McCracken Citizens Utility Board of Oregon 610 SW Broadway, Ste 400 Portland, OR 97205 catriona@oregoncub.org	W	Raymond Myers Citizens Utility Board of Oregon 610 SW Broadway, Ste 400 Portland, OR 97205 ray@oregoncub.org

W	Kevin Elliott Parks Citizens Utility Board of Oregon 610 SW Broadway, Ste 400 Portland, OR 97205 kevin@oregoncub.org	W	David Hawker City of Lincoln City 801 SW Highway 101 Lincoln City, OR 97367 davidh@lincolncity.org
W	Douglas R. Holbrook Holbrook & Seifert, LLC PO Box 2087 Newport, OR 97367 doug@lawbyhs.com	W	Charles Jones Communication Connection 14250 NW Science Park Dr. – Ste B Portland, OR 97229 charlesjones@cms-nw.com
W	Marsha Spellman Converge Communications 10425 SW Hawthorne Ln. Portland, OR 97225 marsha@convergecomm.com	W	Frank G Patrick Corporate Lawyers PC PO Box 231119 Portland, OR 97281 fgplawpc@hotmail.com
	Katherine K. Mudge Covad Communications Co. 2111 W. Braker Ln. Ste 100 Austin, TX 78731 kmudge@covad.com	W	K C Halm Davis Wright Tremaine, LLP 1919 Pennsylvania Ave NW 2 nd Fl Washington DC 20006-3458 kchalm@dwt.com
	Rex M. Knowles XO Communications Services, Inc. 7050 Union Park Ave – Ste 400 Midvale, UT 84047 rex.knowles@xo.com	W	Mark P. Trincherro Davis Wright Tremaine, LLP 1300 SW Fifth Ave Ste 2300 Portland, OR 97201-5682 marktrincherro@dwt.com
	Jason W. Jones Department of Justice Assistant Attorney General 1162 Court St NE Salem, OR 97301-4096 jason.w.jones@state.or.us	W	Judith Endejan Graham & Dunn PC 2801 Alaskian Way, Ste 300 Seattle, WA 98121 jendejan@grahamdunn.com
W	Gregory Merz Gray Plant Mooty 500 IDS Center 80 S. Eighth St. Minneapolis, MN 55402	W	Karen L. Clauson Integra Telecom, Inc. 6160 Golden Hills Dr. Golden Valley, MN 55416-1020 klclauson@integratelecom.com

gregory.merz@gpmlaw.com

W Greg L. Rogers
Level 3 Communications LLC
1025 Eldorado Blvd
Broomfield, CO 80021
greg.rogers@level3.com

W Wayne Belmont
Lincoln County Legal Counsel
225 W Olive St., Rm 110
Newport, OR 97365
wbelmont@co.lincoln.or.us

W Adam Lowney
McDowell Rackner & Gibson PC
419 SW 11th Ave, Ste 400
Portland, OR 97205
adam@mcd-law.com

W Wendy McIndoo
McDowell Rackner & Gibson PC
419 SW 11th Ave., Ste 400
Portland, OR 97205
wendy@mcd-law.com

W Lisa F. Rackner
McDowell Rackner & Gibson PC
419 SW 11th Ave., Ste 400
Portland, OR 97205
lisa@mcd-law.com

W Greg Marshall
Northwest Public Comm. Council
2373 NW 185th Ave - #310
Hillsboro, OR 97124
gmarshall@corbantechnologies.com

W Randy Linderman
PMB 300
2373 NW 185th Ave
Hillsboro, OR 97124-7076
rlinderman@gofirestream.com

W Edwin B. Parker
Parker Telecommunications
PO Box 402
Gleneden Beach, OR 97388
edparker@teleport.com

W Kelly Mutch
PriorityOne Telecommunications Inc.
PO Box 758
La Grande, OR 97850-6462
managers@p1tel.com

W Bryan Conway
Public Utility Commission of Oregon
PO Box 2148
Salem, OR 97308-2148
bryan.conway@state.or.us

W Michael Dougherty
Public Utility Commission of Oregon
PO Box 2148
Salem, OR 97308-2148
michael.dougherty@state.or.us

Patrick L. Phipps
QSI Consulting, Inc.
3504 Sundance Dr.
Springfield, IL 62711

Alex M. Duarte
Qwest Corporation
310 SW Park Ave. 11th Fl
Portland, OR 97205-3715
alex.duarte@qwest.com

Mark Reynolds
Qwest Corporation
1600 7th Ave Rm 3206
Seattle, WA 98191
mark.reynolds3@qwest.com

W Diane Browning
Sprint Communications Co. LP
6450 Sprint Pkwy
Overland Park, KS 66251
diane.c.browning@sprint.com

W Kenneth Schifman
Sprint Communications Co. LP
6450 Sprint Pkwy
Overland Park, KS 66251
kenneth.schifman@sprint.com

W Kristin L. Jacobson
Sprint Nextel
201 Mission St. Ste 1500
San Francisco, CA 94105
kristin.l.jacobson@sprint.com

Dave Conn
T-Mobile USA, Inc.
12920 SE 38th St.
Bellevue, WA 98006
dave.conn@t-mobile.com

W William Sargent
Tillamook County Counsel
1134 Main Ave.
Tillamook, OR 97141
wsargent@oregoncoast.com

Lyndall Nipps
tw telecom of Oregon, LLC
9665 Granite Ridge Dr. – Ste 500
San Diego, CA 92123
lyndall.nipps@twtelecom.com

Barbara Young
CenturyLink
902 Wasco St ORHDRA0305
Hood River, OR 97031
barbara.c.young@centurylink.com

W Adam Haas
WSTC
10425 SW Hawthorne Ln
Portland, OR 97225
adamhaas@convergecomm.com

W Brian Nixon
Davis Wright Tremaine LLP
1919 Pennsylvania Ave Ste 200
Washington DC 20006
briannixon@dwt.com

Rhonda Kent