

QWEST CORPORATION
AFFILIATED INTEREST REPORTING PROGRAM
2013 ANNUAL REPORT
FOR 2012 TRANSACTIONS

PREPARED FOR:
THE MONTANA PUBLIC SERVICE COMMISSION
April 30, 2013

INTRODUCTION

MONTANA ANNUAL AFFILIATED INTEREST REPORT

Attached is the 2013 Affiliated Interest Report. This report covers affiliate transactions for the year 2012.

This report is offered to satisfy the Affiliated Interest Reporting requirements agreed upon in the Stipulation and Report of Qwest Corporation, Inc. and the Montana Consumer Counsel approved by the Montana Public Service Commission in Order No. 5354g, issued February 4, 1994.

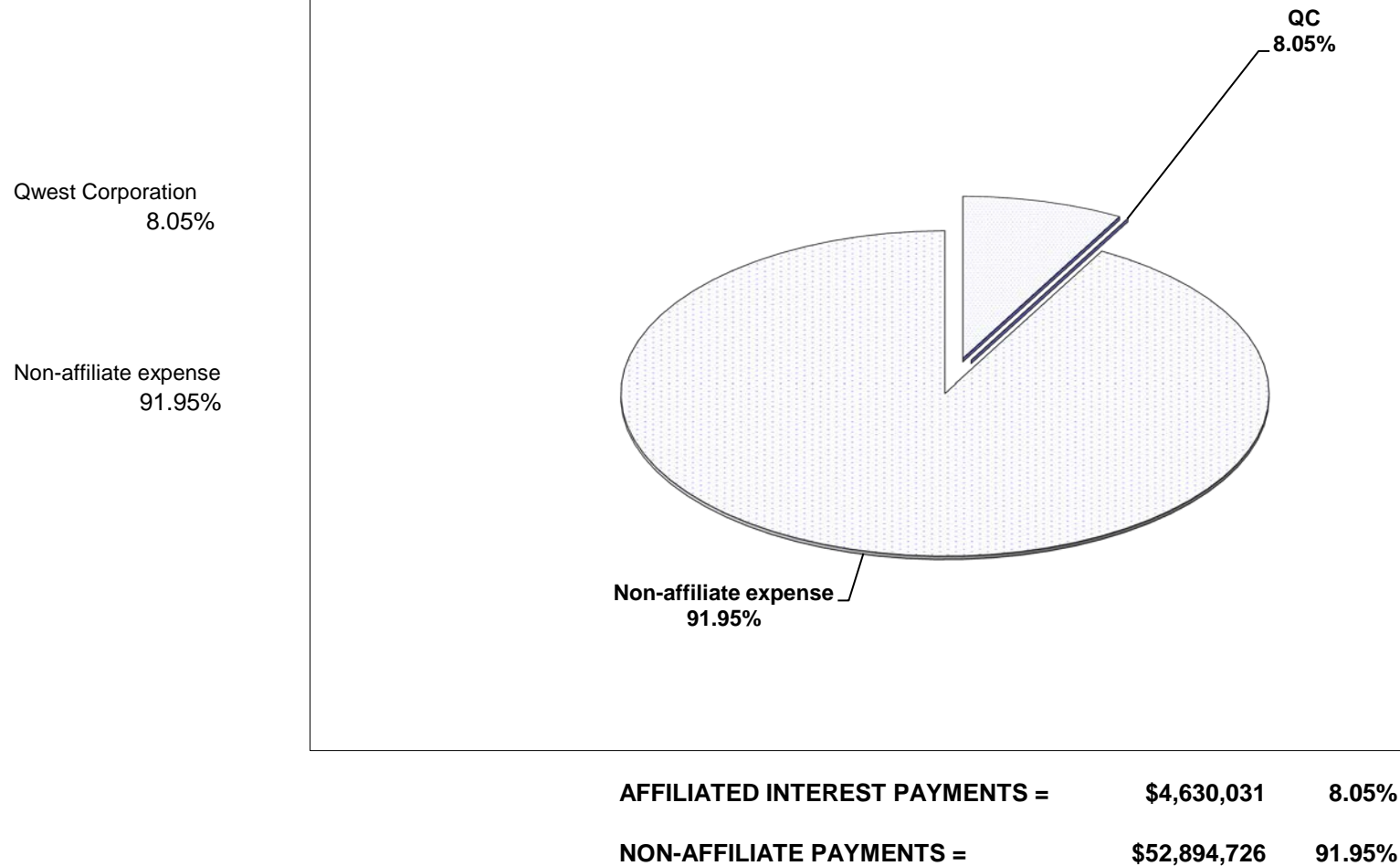
The requirements under this agreement are:

- Annual Reporting of intrastate amounts paid by QC to affiliates and by affiliates to QC;
- Information regarding creation and dissolution of affiliates whose operations affect Montana, and new or changed affiliate contracts having a Montana intrastate effect of \$250,000 or more;
- A list of intrastate dollar amounts charged to Montana for research performed by Advanced Technologies;
- Information from QC's cost manual pursuant to Part 64 rules; (Due to the FCC forbearance (FCC 08-203), 2007 was the last cost manual filed);
- Annual balance sheets and income statements;
- FCC reports under the Automated Reporting Management Information System (ARMIS) (Due to the FCC forbearance (FCC 08-203), 2007 reports were the last reports filed).

QWEST CORPORATION
2013 AFFILIATED INTEREST REPORT
FOR THE MONTANA PUBLIC SERVICE COMMISSION
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**2012 MONTANA INTRASTATE
TOTAL INTRASTATE OPERATING EXPENSE**



NOTE: Non-affiliate expense excludes depreciation.
Source: Summary MR YTD 1990's Report, line 22 - Line 19

**2012 AFFILIATED INTEREST
SUMMARY OF PAYMENTS TO AFFILIATES**

With the reorganization of affiliates this chart no longer contains meaningful relationships between the entities since their previous operating relationships no longer exist.

2012 AFFILIATED INTEREST - MONTANA ANNUAL REPORT
QWEST CORPORATION dba CENTURYLINK QC PAYMENTS TO AFFILIATES

AFFILIATE	ACCOUNT	ACCOUNT DESCRIPTION	2012 QWEST CORPORATION dba CENTURYLINK QC	MONTANA STATE	MONTANA INTRASTATE
A00300 - CenturyLink, Inc.	6710 Exec&PlanExp		5,894,672.88	128,223.03	87,195.61
	6725 Legal Exp		2,237,301.77	48,587.34	33,040.89
	6728 Other G&A		251,207.24	6,337.14	4,322.19
A00300 Total			8,383,181.89	183,147.51	124,558.69
E00100 - Embarq Management Company	6112 Mtr Veh Exp		329,228.04	7,160.27	4,872.24
	6121 Building Exp		3,035,559.14	63,306.12	43,223.01
	6124 GenPurCom		59,686.69	1,296.95	885.51
	6362 Maint Exp		4,539.48	273.69	2.50
	6512 ProvisionExp		666,314.45	14,652.17	9,725.23
	6532 NtwkAdminExp		6,841,941.65	150,134.33	99,503.48
	6533 Testing Exp		2,619,299.55	59,180.72	32,741.23
	6534 Plant Op Exp		7,243,666.57	143,601.02	93,367.08
	6535 Eng Exp		11,233,911.64	196,012.03	129,981.67
	6611 Marketing		9,805,390.29	218,418.37	135,640.61
	6612 Sales Exp		21,367,471.67	351,055.72	218,010.11
	6623 EndUserSer		9,843,319.64	247,508.83	174,174.97
	6710 Exec&PlanExp		1,400,903.64	38,443.53	26,142.78
	6721 Gen Accting		4,207,163.20	96,039.27	65,309.67
	6722 Ext Rel Exp		6,716,070.74	120,804.54	82,150.81
	6723 HR Exp		4,853,792.51	103,517.12	70,394.83
	6724 Info Mgmt Exp		25,704,327.21	560,495.35	369,164.87
	6725 Legal Exp		4,173,498.31	90,771.87	61,727.67
	6726 Procurement		4,315,599.03	93,879.68	63,841.06
	6728 Other G&A		3,332,865.00	79,575.72	54,273.90
E00100 Total			127,754,548.45	2,636,127.30	1,735,133.23
E00200 - Embarq Network Company, LLC	6512 ProvisionExp		15,056.36	325.69	216.17
E00200 Total			15,056.36	325.69	216.17
E00400 - Embarq Mid-Atlantic Management Services Company	6532 NtwkAdminExp		25,289.30	547.40	362.80
	6533 Testing Exp		216,849.43	4,899.41	2,710.56
	6535 Eng Exp		806,538.11	15,808.33	10,482.99
	6611 Marketing		40,817.44	899.58	558.65
	6623 EndUserSer		(3,104.58)	(91.53)	(64.41)
E00400 Total			1,086,389.70	22,063.19	14,050.59
E00500 - Embarq Midwest Management Services Company	6512 ProvisionExp		382,203.41	8,276.20	5,493.24
	6532 NtwkAdminExp		1,179,399.21	25,948.04	17,197.40
	6534 Plant Op Exp		359,148.99	7,777.51	5,056.81
	6535 Eng Exp		3,870,850.32	78,722.41	52,203.28
E00500 Total			5,791,601.93	120,724.16	79,950.73
Q00300 - Qwest Communications International, Inc.	6710 Exec&PlanExp		58,616.73	1,275.90	867.65
	6728 Other G&A		1,408.72	32.25	22.00
Q00300 Total			60,025.45	1,308.15	889.65
S00100 - CenturyTel Service Group, LLC	6113 Aircraft		5,071,759.53	85,925.52	58,468.38
	6121 Building Exp		61,697.38	1,340.96	915.56
	6124 GenPurCom		3,060,682.82	66,519.29	45,416.84
	6532 NtwkAdminExp		7,423,036.22	162,006.20	107,371.72
	6533 Testing Exp		68,902.93	1,555.00	860.29
	6534 Plant Op Exp		2,860,889.40	58,041.55	37,737.69
	6535 Eng Exp		9,370,277.87	177,197.17	117,504.95
	6611 Marketing		5,212,058.08	114,126.97	70,874.31
	6612 Sales Exp		6,265,088.50	147,677.46	91,709.60
	6623 EndUserSer		9,647,862.85	304,328.03	214,159.33
	6710 Exec&PlanExp		8,454,626.98	152,599.82	103,772.58
	6721 Gen Accting		18,662,526.08	409,537.11	278,497.87
	6722 Ext Rel Exp		19,490,631.77	479,857.77	326,318.06
	6723 HR Exp		14,213,300.39	304,235.29	206,889.37
	6724 Info Mgmt Exp		32,974,935.68	720,305.26	474,422.13
	6725 Legal Exp		3,050,030.29	66,330.13	45,106.53
	6726 Procurement		313,173.19	6,811.61	4,632.10
	6728 Other G&A		5,036,747.35	112,661.76	76,839.94
S00100 Total			151,238,227.31	3,371,056.90	2,261,497.24
S00200 - CenturyTel Supply Group, Inc.	6512 ProvisionExp		1,081,943.14	17,219.45	11,429.23
	6728 Other G&A		79,628.36	1,741.69	1,187.90
S00200 Total			1,161,571.50	18,961.14	12,617.14
S02800 - CenturyTel Holdings Missouri, Inc.	6535 Eng Exp		240,832.74	4,969.60	3,295.50
	6611 Marketing		2,293.84	50.07	31.09
	6612 Sales Exp		122,950.45	2,157.57	1,339.88
	6721 Gen Accting		31,596.58	712.88	484.78
	6728 Other G&A		6,706.39	118.15	80.58
S02800 Total			404,380.00	8,008.27	5,231.83
S05500 - CenturyTel Fiber Company II, LLC	6512 ProvisionExp		578,185.40	12,523.83	8,312.56
	6535 Eng Exp		38,974.60	844.43	559.97
	6612 Sales Exp		395,596.23	10,045.17	6,238.18
	6723 HR Exp		51,956.94	1,130.01	768.44

2012 AFFILIATED INTEREST - MONTANA ANNUAL REPORT
QWEST CORPORATION dba CENTURYLINK QC PAYMENTS TO AFFILIATES

AFFILIATE	ACCOUNT	ACCOUNT DESCRIPTION	2012 QWEST CORPORATION dba CENTURYLINK QC	MONTANA STATE	MONTANA INTRASTATE
	6728 Other G&A		1,531.14	37.87	25.83
S05500 Total			1,066,244.31	24,581.31	15,904.98
S08500 - Qwest BroadBand Services, Inc.	6362 Maint Exp		(10,936.59)	-	-
S08500 Total			(10,936.59)	-	-
S27800 - Qwest Communications Corporation, LLC	6112 Mtr Veh Exp		257,906.99	5,618.59	3,823.19
	6422 Undgr-NonMet		812.67	-	-
	6535 Eng Exp		452.22	-	-
	6612 Sales Exp		234,829.36	3,995.53	2,481.28
	6721 Gen Accting		(58,057.02)	(1,267.13)	(861.69)
	6728 Other G&A		4,633.21	90.83	61.95
S27800 Total			440,577.43	8,437.82	5,504.73
S50000 - CenturyTel Solutions, LLC-E	6612 Sales Exp		310,654.66	7,888.44	4,898.82
S50000 Total			310,654.66	7,888.44	4,898.82
S57000 - CenturyTel Acquisitions LLC (KMC Acquisition) - E	6512 ProvisionExp		1,630.92	35.28	23.42
	6534 Plant Op Exp		(5,175.02)	(111.96)	(72.79)
	6612 Sales Exp		140,635.83	412.04	255.88
S57000 Total			137,091.73	335.36	206.50
S80100 - Madison River Management, LLC	6724 Info Mgmt Exp		(6,408.86)	(139.28)	(91.74)
	6725 Legal Exp		1,566.28	33.89	23.05
	6728 Other G&A		104.21	3.04	2.07
S80100 Total			(4,738.37)	(102.35)	(66.62)
T08300 - CenturyTel of Idaho, Inc.	6212 Dig Ele Swit		62,704.65	-	-
	6232 AnaCircEqui		101,601.68	-	-
	6362 Maint Exp		5,896.10	-	-
	6421 AerCable		2,639.47	-	-
	6423 Bur Cab-Met		155,648.56	-	-
	6612 Sales Exp		273.42	-	-
	6623 EndUserSer		63,287.91	-	-
T08300 Total			392,051.79	-	-
T09400 - CenturyTel of Jacksonville	6535 Eng Exp		170,700.62	3,696.92	2,451.54
T09400 Total			170,700.62	3,696.92	2,451.54
T11000 - CenturyTel of Colorado, Inc.	6212 Dig Ele Swit		56.22	-	-
T11000 Total			56.22	-	-
T11200 - CenturyTel of the Southwest, Inc.	6232 AnaCircEqui		495.60	-	-
T11200 Total			495.60	-	-
T12000 - CenturyTel of Ohio, Inc.	6612 Sales Exp		40,460.95	-	-
T12000 Total			40,460.95	-	-
T14100 - CenturyTel of Washington, Inc.	6423 Bur Cab-Met		834.46	-	-
	6535 Eng Exp		148,413.69	2,797.85	1,855.34
	6612 Sales Exp		532,978.47	1,175.50	730.00
	6623 EndUserSer		371,497.16	-	-
	6722 Ext Rel Exp		231,972.70	-	-
	6723 HR Exp		86,959.58	-	-
T14100 Total			1,372,656.06	3,973.35	2,585.34
T14500 - CenturyTel of Oregon, Inc.	6535 Eng Exp		64,805.66	1,837.35	1,218.40
	6612 Sales Exp		57,648.79	121.56	75.49
	6623 EndUserSer		116,437.95	-	-
T14500 Total			238,892.40	1,958.91	1,293.89
T14600 - CenturyTel of Montana, Inc.	6535 Eng Exp		62,330.92	1,652.63	1,095.91
	6612 Sales Exp		455,665.64	30,937.34	19,212.49
	6722 Ext Rel Exp		92,412.28	50,285.01	34,195.36
	6723 HR Exp		1,209.36	634.35	431.38
T14600 Total			611,618.20	83,509.33	54,935.13
T14800 - CenturyTel of the Gen State, Inc.	6212 Dig Ele Swit		194,909.01	-	-
	6232 AnaCircEqui		25,334.00	-	-
	6411 Poles Exp		98.03	-	-
	6421 AerCable		317.38	-	-
	6423 Bur Cab-Met		157,535.86	-	-
T14800 Total			378,194.28	-	-
T14900 - CenturyTel of Eagle, Inc.	6421 AerCable		237.07	-	-
	6423 Bur Cab-Met		400.98	-	-
T14900 Total			638.05	-	-
T15000 - CenturyTel of Wyoming, Inc.	6362 Maint Exp		342.30	-	-
T15000 Total			342.30	-	-
T60000 - Qwest Corporation	6532 NtwkAdminExp		41,048.41	971.74	644.03
	6535 Eng Exp		135,705.55	2,403.48	1,593.82
	6611 Marketing		2,232,380.92	39,669.47	24,635.25
	6612 Sales Exp		6,457,805.28	121,756.51	75,612.36
	6623 EndUserSer		1,505,117.60	28,533.13	20,079.11
	6721 Gen Accting		576.42	14.34	9.75
	6724 Info Mgmt Exp		5,528,249.42	135,012.94	88,924.97
	6728 Other G&A		2,921,311.98	70,963.06	48,399.72
T60000 Total			18,822,195.58	399,324.67	259,899.01

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AFFILIATE	ACCOUNT	ACCOUNT DESCRIPTION	2012 QWEST CORPORATION dba CENTURYLINK QC	MONTANA STATE	MONTANA INTRASTATE
T80100 - CenturyTel of Northern Alabama	6535 Eng Exp		5,337.71		-
	6612 Sales Exp		63,414.59	1,117.38	693.91
	6722 Ext Rel Exp		60,861.23	1,545.34	1,050.88
T80100 Total			129,613.53	2,662.72	1,744.79
T80200 - CenturyTel of Southern Alabama	6535 Eng Exp		97,316.38	2,028.02	1,344.84
T80200 Total			97,316.38	2,028.02	1,344.84
T82000 - Gallatin River Communications, LLC	6612 Sales Exp		60,752.02		-
	6722 Ext Rel Exp		1,868.61		-
	6723 HR Exp		21,300.35		-
T82000 Total			83,920.98	-	-
T82100 - Gulf Telephone Company	6535 Eng Exp		16,362.50	353.97	234.73
	6612 Sales Exp		115,393.81	2,084.20	1,294.31
T82100 Total			131,756.31	2,438.17	1,529.04
T82200 - Coastal Utilities, Inc.	6535 Eng Exp		38,258.03	828.65	549.50
	6612 Sales Exp		19,779.47	348.30	216.30
T82200 Total			58,037.50	1,176.95	765.80
T82300 - Mebtel, Inc.	6612 Sales Exp		15,508.04		-
T82300 Total			15,508.04	-	-
T85500 - United Telephone Company of Ohio	6421 AerCable		534.53	145.62	100.21
	6532 NtwkAdminExp		6,426.66		-
	6534 Plant Op Exp		301,545.70	4,104.76	2,668.85
	6535 Eng Exp		352,093.76	6,847.92	4,541.07
	6724 Info Mgmt Exp		956.83	20.80	13.70
T85500 Total			661,557.48	11,119.10	7,323.83
T85600 - The United Telephone Company of Pennsylvania, LLC	6533 Testing Exp		810,405.32	18,307.43	10,128.43
	6535 Eng Exp		51,888.86	1,123.80	745.23
	6724 Info Mgmt Exp		2,046.72	44.48	29.30
T85600 Total			864,340.90	19,475.71	10,902.95
T85700 - United Telephone Company of New Jersey, Inc.	6535 Eng Exp		119.88		-
	6724 Info Mgmt Exp		10,574.05	233.87	154.04
T85700 Total			10,693.93	233.87	154.04
T85800 - Central Telephone Company of Virginia	6121 Building Exp		(8,218.52)	(179.03)	(122.23)
	6535 Eng Exp		12.39		-
T85800 Total			(8,206.13)	(179.03)	(122.23)
T86000 - Central Telephone Company - North Carolina	6611 Marketing		49,357.80	1,072.36	665.95
T86000 Total			49,357.80	1,072.36	665.95
T86100 - Caroline Telephone and Telegraph, LLC	6535 Eng Exp		7,801.86		-
T86100 Total			7,801.86	-	-
T86500 - United Telephone Company of Indiana, Inc.	6535 Eng Exp		0.38		-
T86500 Total			0.38	-	-
T86600 - Embarq Minnesota, Inc.	6121 Building Exp		62,286.31		-
T86600 Total			62,286.31	-	-
T86700 - Embarq Missouri	6532 NtwkAdminExp		28,719.65	623.01	412.91
	6533 Testing Exp		5,654.10	128.12	70.88
	6534 Plant Op Exp		17,161.92	371.26	241.39
	6535 Eng Exp		52,933.18	1,145.06	759.32
	6612 Sales Exp		173.25	3.01	1.87
	6724 Info Mgmt Exp		770.13	16.75	11.03
T86700 Total			105,412.23	2,287.21	1,497.40
T87000 - United Telephone Company of Texas, Inc.	6534 Plant Op Exp		7,169.07	155.08	100.83
	6535 Eng Exp		5,910.11		-
T87000 Total			13,079.18	155.08	100.83
T87500 - United Telephone Company of the West - WY	6362 Maint Exp		64.67		-
T87500 Total			64.67	-	-
T87700 - United Telephone Company of the Northwest - OR	6121 Building Exp		244,079.52	1,521.38	1,038.74
	6535 Eng Exp		78,035.01		-
T87700 Total			322,114.53	1,521.38	1,038.74
T87800 - Central Telephone Company - Nevada	6534 Plant Op Exp		1,767.27	38.23	24.86
	6535 Eng Exp		134,689.28	1,191.91	790.39
	6612 Sales Exp		55,447.35	976.58	606.47
	6623 EndUserSer		21.12	0.60	0.42
T87800 Total			191,925.02	2,207.32	1,422.14
T88400 - EQ Florida, Inc. - North Florida	6534 Plant Op Exp		120.65	2.62	1.70
	6535 Eng Exp		28,746.57		-
	6612 Sales Exp		38,193.69	670.13	416.16
T88400 Total			67,060.91	672.75	417.86
T88500 - EQ Florida, Inc. - Central Florida	6534 Plant Op Exp		265.86	5.76	3.75
	6535 Eng Exp		845,636.97	16,560.20	10,981.58
	6611 Marketing		50,951.93	1,107.10	687.52
	6612 Sales Exp		307,580.77	6,568.30	4,079.00
	6623 EndUserSer		(8,485.57)	(244.27)	(171.90)
	6724 Info Mgmt Exp		24,120.09	534.41	351.98
	6725 Legal Exp		232,543.10	5,057.61	3,439.33

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	6728	Other G&A	6,838.23	168.91	115.20
T88500 Total			1,459,451.38	29,758.02	19,486.47
T88600 - EQ Florida, Inc. - South Florida	6535	Eng Exp	5,752.30		-
	6724	Info Mgmt Exp	36,679.71		-
T88600 Total			42,432.01	-	-
Grand Total			324,227,703.01	6,971,955.70	4,630,031.07

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AFFILIATE	ACCOUNT	ACCOUNT DESCRIPTION	2012 QWEST CORPORATION dba CENTURYLINK QC	MONTANA STATE	MONTANA INTRASTATE
A00300 - CenturyLink, Inc.	5001	Loca Service Revenue	13,607.06	41.98	41.98
	5040	Local Private Line Revenue	(1,620.00)	800.00	800.00
	5060	Other Local Exchange Revenue	1,334.30	-	-
	5081	End User Revenue	521,999.82	3,243.43	-
	5082	Switched Access Revenue	1,133,571.25	4,222.12	-
	5083	Special Access Revenue	4,605,899.12	12,595.10	-
	5084	IntraState Access Revenue	858,376.89	14,880.45	14,880.45
	5100	Long Distance Revenue	1,357.51	-	-
	5230	Directory Revenue	11,884.40	31.60	31.60
	5240	Rent Revenue	11,274.75	-	-
	5261	Special Billing Arrangement Revenue	16,212.50	-	-
	5262	Customer Operations Revenue	(8,627.80)	-	-
	5264	Other Incidental Regulated Revenue	25,433.08	615.80	357.54
	5269	Other Service Revenue	-	-	-
	5270	Bill and Collection Revenue	17,753.45	-	-
A00300 Total			7,208,456.33	36,430.48	16,111.57
E00100 - Embarq Management Company	5001	Loca Service Revenue	39.80	-	-
	5060	Other Local Exchange Revenue	33.24	-	-
	5081	End User Revenue	(282.51)	-	-
	5083	Special Access Revenue	217,973.39	-	-
	5084	IntraState Access Revenue	4,368.57	-	-
	5240	Rent Revenue	148,204.54	-	-
	5262	Customer Operations Revenue	221.13	221.13	128.39
	5264	Other Incidental Regulated Revenue	144,785.07	-	-
E00100 Total			515,343.23	221.13	128.39
E00500 - Embarq Midwest Management Services Company	5081	End User Revenue	9,727.11	-	-
	5083	Special Access Revenue	131,992.66	-	-
	5084	IntraState Access Revenue	67,070.03	-	-
	5240	Rent Revenue	2,202.37	-	-
	5264	Other Incidental Regulated Revenue	467.34	-	-
E00500 Total			211,459.51	-	-
H40000 - Savvis - SAP	5001	Loca Service Revenue	9,328.28	-	-
	5081	End User Revenue	22,158.88	-	-
	5083	Special Access Revenue	120,597.82	-	-
	5100	Long Distance Revenue	0.30	-	-
	5230	Directory Revenue	18.07	-	-
	5240	Rent Revenue	50,289.48	-	-
	5264	Other Incidental Regulated Revenue	51.61	-	-
			202,444.44	-	-
H40000 Total			202,444.44	-	-
Q01100 - Wireless	5264	Other Incidental Regulated Revenue	302,892.76	-	-
Q01100 Total			302,892.76	-	-
S00100 - CenturyTel Service Group, LLC	5001	Loca Service Revenue	9,904.25	234.00	234.00
	5040	Local Private Line Revenue	395.08	-	-
	5060	Other Local Exchange Revenue	19,193.35	61.25	61.25
	5081	End User Revenue	57,716.74	614.50	-
	5082	Switched Access Revenue	1,301.05	-	-
	5083	Special Access Revenue	499,024.71	3,442.09	-
	5084	IntraState Access Revenue	22,161.72	-	-
	5100	Long Distance Revenue	3.25	-	-
	5230	Directory Revenue	128.45	-	-
	5240	Rent Revenue	623,692.10	44,758.83	31,172.09
	5250	Corporate Operation Revenue	-	-	-
	5261	Special Billing Arrangement Revenue	60.00	-	-
	5262	Customer Operations Revenue	311.63	-	-
	5263	Plant Operations Revenue	-	-	-
	5264	Other Incidental Regulated Revenue	162,364.81	59.75	34.69
S00100 Total			1,396,257.14	49,170.42	31,502.03
S05500 - CenturyTel Fiber Company, LLC	5081	End User Revenue	107,460.90	-	-
	5082	Switched Access Revenue	133,834.32	-	-
	5083	Special Access Revenue	518,572.37	-	-
	5084	IntraState Access Revenue	41,364.66	-	-
	5240	Rent Revenue	5,455.44	-	-
	5241	Rent Revenue	116,059.16	2,188.62	1,524.25
	5264	Other Incidental Regulated Revenue	1,430.94	-	-
			924,177.79	2,188.62	1,524.25
S05500 Total			924,177.79	2,188.62	1,524.25
S07700 - CenturyTel Long Distance, LLC	5001	Loca Service Revenue	216.15	12.79	12.79
	5040	Local Private Line Revenue	800.00	-	-
	5081	End User Revenue	(16,133.58)	(4,430.18)	-
	5082	Switched Access Revenue	201,174.38	1,170.97	-
	5083	Special Access Revenue	271,134.97	6,942.96	-
	5084	IntraState Access Revenue	95,108.20	2,559.60	2,559.60
	5240	Rent Revenue	318.93	-	-
	5264	Other Incidental Regulated Revenue	5,156.13	370.01	214.83
			557,775.18	6,626.15	2,787.22
S07700 Total			557,775.18	6,626.15	2,787.22
S08000 - CenturyTel BroadBand Services, LLC	5081	End User Revenue	(127,781.78)	-	-
	5082	Switched Access Revenue	970.94	-	-
	5083	Special Access Revenue	59,030.52	-	-

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AFFILIATE	ACCOUNT	ACCOUNT DESCRIPTION	2012 QWEST CORPORATION dba CENTURYLINK QC	MONTANA STATE	MONTANA INTRASTATE
	5084	IntraState Access Revenue	96.59		-
	5241	Rent Revenue	211,802.97	3,993.52	2,781.27
	5264	Other Incidental Regulated Revenue	286.14		-
S08000 Total			144,405.38	3,993.52	2,781.27
S08500 - Qwest BroadBand Service, Inc.	5060	Other Local Exchange Revenue	52,330.00		-
	5081	End User Revenue	326,914.33		-
	5083	Special Access Revenue	1,875,012.48		-
	5084	IntraState Access Revenue	117,395.97		-
	5124	Long Distance Revenue	24,552.00		-
	5230	Directory Revenue	111.15		-
	5240	Rent Revenue	1,102,249.60	15,623.27	10,880.76
	5241	Rent Revenue	57,973.55	1,093.18	761.34
	5250	Corporate Operation Revenue	-		-
	5261	Special Billing Arrangement Revenue	-		-
	5263	Plant Operations Revenue	-		-
	5264	Other Incidental Regulated Revenue	6,524.41		-
	5269	Other Service Revenue	-		-
	5270	Bill and Collection Revenue	751,655.53	783.35	333.70
S08500 Total			4,314,719.02	17,499.80	11,975.80
S21000 - Qwest Transoceanic, Inc	5240	Rent Revenue	240,308.94		-
	5250	Corporate Operation Revenue	21.49		-
S21000 Total			240,330.43	-	-
S27500 - Qwest Government Services, Inc.	5001	Loca Service Revenue	38,850.65		-
	5060	Other Local Exchange Revenue	1,727.11		-
	5081	End User Revenue	5,701.69		-
	5083	Special Access Revenue	4,281.45		-
	5100	Long Distance Revenue	1.80		-
	5230	Directory Revenue	182.30		-
	5240	Rent Revenue	6,735,331.97	2,207.89	1,537.68
	5241	Rent Revenue	110,195.51	2,078.66	1,447.67
	5250	Corporate Operation Revenue	-		-
	5262	Customer Operations Revenue	3.22		-
	5263	Plant Operations Revenue	-		-
	5264	Other Incidental Regulated Revenue	1,236.82		-
	5269	Other Service Revenue	-		-
S27500 Total			6,897,512.52	4,286.55	2,985.35
S27700 - Qwest LD Corp	5082	Switched Access Revenue	66.50	13.50	-
	5084	IntraState Access Revenue	5,686.45	157.11	157.11
	5240	Rent Revenue	7,743,983.19	121,843.12	84,857.10
	5241	Rent Revenue	999,265.28	18,828.04	13,112.70
	5264	Other Incidental Regulated Revenue	73,365.39	2,342.86	1,360.28
	5269	Other Service Revenue	1,892,096.70	31,036.92	18,020.26
	5270	Bill and Collection Revenue	76,393,786.70	1,747,113.63	744,251.86
S27700 Total			87,108,250.21	1,921,335.18	861,759.32
S27800 - Qwest Communication Corporation, LLC	5001	Loca Service Revenue	6,321,205.57	138,899.20	138,899.20
	5004	Other Mobile Services Revenue	78.30		-
	5040	Local Private Line Revenue	4,157,726.76	90,704.40	90,704.40
	5060	Other Local Exchange Revenue	2,976,642.72	37,654.80	37,654.80
	5081	End User Revenue	1,274,456.60	25,085.36	-
	5082	Switched Access Revenue	52,319,182.08	1,037,112.77	-
	5083	Special Access Revenue	659,410,641.37	18,339,705.43	-
	5084	IntraState Access Revenue	53,176,275.90	2,978,456.98	2,978,456.98
	5100	Long Distance Revenue	11,517.35		-
	5230	Directory Revenue	188,153.22	2,591.00	2,591.00
	5240	Rent Revenue	128,850,434.40	965,757.43	672,597.45
	5241	Rent Revenue	13,890,667.07	261,828.96	182,349.61
	5250	Corporate Operation Revenue	-		-
	5261	Special Billing Arrangement Revenue	26,955.43	(280.00)	(162.57)
	5262	Customer Operations Revenue	497.19		-
	5263	Plant Operations Revenue	0.00		-
	5264	Other Incidental Regulated Revenue	2,624,589.58	34,095.83	19,796.29
	5269	Other Service Revenue	937,340.06	33,047.24	19,187.47
	5270	Bill and Collection Revenue	596,859.77	14,522.39	6,186.38
S27800 Total			926,763,223.37	23,959,181.79	4,148,261.01
S32000 - Madison River Long Distance Solutions, LLC	5241	Rent Revenue	3,244.92	61.10	42.55
S32000 Total			3,244.92	61.10	42.55
S32100 - Gulf Long Distance	5241	Rent Revenue	10,014.24	188.82	131.50
S32100 Total			10,014.24	188.82	131.50
S32200 - Costal Long Distance Service, LLC	5241	Rent Revenue	1,816.47	34.22	23.83
S32200 Total			1,816.47	34.22	23.83
S32300 - Mebtel LD Solutions, LLC	5241	Rent Revenue	4,815.79	90.64	63.13
S32300 Total			4,815.79	90.64	63.13
S32400 - CenturyTel LD AI	5241	Rent Revenue	16,371.66	308.58	214.91
S32400 Total			16,371.66	308.58	214.91
S32500 - CenturyTel LD AR	5241	Rent Revenue	19,054.26	359.32	250.25
S32500 Total			19,054.26	359.32	250.25
S32700 - CenturyTel LD CO	5081	End User Revenue	33,576.44		-

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AFFILIATE	ACCOUNT	ACCOUNT DESCRIPTION	2012 QWEST CORPORATION dba CENTURYLINK QC	MONTANA STATE	MONTANA INTRASTATE
	5082	Switched Access Revenue	13,313.53		-
	5083	Special Access Revenue	21,685.64		-
	5084	IntraState Access Revenue	3,944.00		-
	5240	Rent Revenue	315.81		-
	5241	Rent Revenue	7,393.32	139.44	97.11
	5264	Other Incidental Regulated Revenue	38.55		-
S32700 Total			80,267.29	139.44	97.11
S32800 - CenturyTel LD ID	5241	Rent Revenue	546.96	10.36	7.22
S32800 Total			546.96	10.36	7.22
S32900 - CenturyTel LD IN	5241	Rent Revenue	232.05	4.38	3.05
S32900 Total			232.05	4.38	3.05
S33000 - CenturyTel LD IA	5081	End User Revenue	246.15		-
	5082	Switched Access Revenue	3,354.34		-
	5084	IntraState Access Revenue	304.34		-
	5241	Rent Revenue	74.89	1.34	0.93
	5264	Other Incidental Regulated Revenue	40.06		-
S33000 Total			4,019.78	1.34	0.93
S33100 - CenturyTel LD LA	5241	Rent Revenue	7,059.96	133.04	92.66
S33100 Total			7,059.96	133.04	92.66
S33200 - CenturyTel LD MI	5241	Rent Revenue	5,655.87	106.64	74.27
S33200 Total			5,655.87	106.64	74.27
S33300 - CenturyTel LD MN	5082	Switched Access Revenue	21,328.02		-
	5084	IntraState Access Revenue	16,432.08		-
	5241	Rent Revenue	1,805.08	34.02	23.69
	5264	Other Incidental Regulated Revenue	288.15		-
S33300 Total			39,853.33	34.02	23.69
S33400 - CenturyTel LD MS	5241	Rent Revenue	2,034.05	38.02	26.48
S33400 Total			2,034.05	38.02	26.48
S33500 - CenturyTel LD MO	5241	Rent Revenue	31,956.64	602.66	419.72
S33500 Total			31,956.64	602.66	419.72
S33600 - CenturyTel LD NV	5241	Rent Revenue	152.74	2.88	2.01
S33600 Total			152.74	2.88	2.01
S33700 - CenturyTel LD NM	5081	End User Revenue	309.57		-
	5082	Switched Access Revenue	741.33		-
	5241	Rent Revenue	363.74	6.80	4.74
	5264	Other Incidental Regulated Revenue	7.28		-
S33700 Total			1,421.92	6.80	4.74
S33800 - CenturyTel LD OH	5241	Rent Revenue	3,713.59	70.06	48.79
S33800 Total			3,713.59	70.06	48.79
S33900 - CenturyTel LD OK	5241	Rent Revenue	11.61	0.20	0.14
S33900 Total			11.61	0.20	0.14
S34000 - CenturyTel LD OR	5081	End User Revenue	(4,912.42)		-
	5082	Switched Access Revenue	24,066.96		-
	5083	Special Access Revenue	21,151.84		-
	5084	IntraState Access Revenue	17,215.44		-
	5240	Rent Revenue	36.82		-
	5241	Rent Revenue	3,749.35	70.42	49.04
	5264	Other Incidental Regulated Revenue	76.13		-
S34000 Total			61,384.12	70.42	49.04
S34100 - CenturyTel LD TN	5241	Rent Revenue	1,424.00	26.82	18.68
S34100 Total			1,424.00	26.82	18.68
S34200 - CenturyTel LD TX	5241	Rent Revenue	2,797.15	52.62	36.65
S34200 Total			2,797.15	52.62	36.65
S34300 - CenturyTel LD WA	5001	Loca Service Revenue	315.00		-
	5081	End User Revenue	1,475.25		-
	5082	Switched Access Revenue	11,436.00		-
	5083	Special Access Revenue	7,517.06		-
	5084	IntraState Access Revenue	3,442.10		-
	5240	Rent Revenue	56.60		-
	5241	Rent Revenue	12,834.80	241.76	168.37
	5264	Other Incidental Regulated Revenue	25,032.07		-
	5269	Other Service Revenue	-		-
S34300 Total			62,108.88	241.76	168.37
S34400 CenturyTel LD WI	5081	End User Revenue	(87.15)		-
	5083	Special Access Revenue	7,577.96		-
	5241	Rent Revenue	31,043.09	585.42	407.71
S34400 Total			38,533.90	585.42	407.71
S34500 - CenturyTel LD WY	5241	Rent Revenue	602.89	11.34	7.90
S34500 Total			602.89	11.34	7.90
S34600 - CenturyTel LD MT	5241	Rent Revenue	3,043.86	57.46	40.02
S34600 Total			3,043.86	57.46	40.02
S34700 - CenturyTel LD KS	5241	Rent Revenue	49.38	0.88	0.61
S34700 Total			49.38	0.88	0.61
S35500 - Embarq Communications, Inc.	5241	Rent Revenue	36,594.87	689.68	480.32
S35500 Total			36,594.87	689.68	480.32
S35600 - Embarq Communications, Inc. S356	5241	Rent Revenue	13,356.90	251.78	175.35
S35600 Total			13,356.90	251.78	175.35

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AFFILIATE	ACCOUNT	ACCOUNT DESCRIPTION	2012 QWEST CORPORATION dba CENTURYLINK QC	MONTANA STATE	MONTANA INTRASTATE
S35700 - Embarq Communications, Inc. S357	5241	Rent Revenue	7,065.64	133.14	92.72
S35700 Total			7,065.64	133.14	92.72
S35800 - Embarq Communications of Virginia, Inc.	5241	Rent Revenue	13,560.96	255.60	178.01
S35800 Total			13,560.96	255.60	178.01
S35900 - Embarq Communications, Inc. - S359	5241	Rent Revenue	4,664.38	87.90	61.22
S35900 Total			4,664.38	87.90	61.22
S36000 - Embarq Communications, Inc. S360	5241	Rent Revenue	20,104.37	378.90	263.88
S36000 Total			20,104.37	378.90	263.88
S36100 - Embarq Communications, Inc - S361	5241	Rent Revenue	22,043.29	415.40	289.30
S36100 Total			22,043.29	415.40	289.30
S36200 - Embarq Communications, Inc. - S362	5001	Loca Service Revenue	283.44		-
	5060	Other Local Exchange Revenue	246.72		-
	5081	End User Revenue	94.37		-
	5084	IntraState Access Revenue	18.60		-
	5230	Directory Revenue	56.01		-
	5241	Rent Revenue	4,364.21	82.26	57.29
	5264	Other Incidental Regulated Revenue	9.94		-
S36200 Total			5,073.29	82.26	57.29
S36300 - Embarq Communications, Inc. - S363	5241	Rent Revenue	7,347.80	138.42	96.40
S36300 Total			7,347.80	138.42	96.40
S36400 - Embarq Communications, Inc. - S364	5241	Rent Revenue	5,270.71	99.32	69.17
S36400 Total			5,270.71	99.32	69.17
S36500 - Embarq Communications, Inc. - S365	5241	Rent Revenue	9,707.02	182.94	127.41
S36500 Total			9,707.02	182.94	127.41
S36600 - Embarq Communications, Inc. - S366	5081	End User Revenue	511.29		-
	5082	Switched Access Revenue	124.86		-
	5083	Special Access Revenue	3,216.09		-
	5084	IntraState Access Revenue	1,097.38		-
	5240	Rent Revenue	296.43		-
	5241	Rent Revenue	4,166.15	78.56	54.71
S36600 Total			9,412.20	78.56	54.71
S36700 - Embarq Communications, Inc. - S367	5241	Rent Revenue	6,609.40	124.52	86.72
S36700 Total			6,609.40	124.52	86.72
S36800 - Embarq Communications - S368	5241	Rent Revenue	606.27	11.44	7.97
S36800 Total			606.27	11.44	7.97
S36900 - Embarq Communications - S369	5241	Rent Revenue	10,415.37	196.34	136.74
S36900 Total			10,415.37	196.34	136.74
S37000 - Embarq Communications, Inc. - S370	5241	Rent Revenue	6,015.12	113.36	78.95
S37000 Total			6,015.12	113.36	78.95
S37100 - Embarq Communications, Inc. - S371	5241	Rent Revenue	2,155.07	40.56	28.25
S37100 Total			2,155.07	40.56	28.25
S37200 - Embarq Communications, Inc. - S372	5241	Rent Revenue	276.12	5.16	3.59
S37200 Total			276.12	5.16	3.59
S37300 - Embarq Communications, Inc. - S373	5241	Rent Revenue	1,993.01	37.62	26.20
S37300 Total			1,993.01	37.62	26.20
S37400 - Embarq Communications, Inc. - S374	5241	Rent Revenue	738.44	13.88	9.67
S37400 Total			738.44	13.88	9.67
S37500 - Embarq Communications, Inc. - S375	5241	Rent Revenue	282.12	5.28	3.68
S37500 Total			282.12	5.28	3.68
S37600 - Embarq Communications, Inc. - S376	5241	Rent Revenue	5,270.81	99.32	69.17
S37600 Total			5,270.81	99.32	69.17
S37700 - Embarq Communications, Inc. - S377	5241	Rent Revenue	2,101.10	39.58	27.57
S37700 Total			2,101.10	39.58	27.57
S37800 - Embarq Communications, Inc. - S378	5081	End User Revenue	37,831.18		-
	5082	Switched Access Revenue	13,181.51		-
	5083	Special Access Revenue	372,067.84		-
	5084	IntraState Access Revenue	3,406.50		-
	5241	Rent Revenue	19,822.21	373.62	260.21
	5264	Other Incidental Regulated Revenue	219.23		-
S37800 Total			446,528.47	373.62	260.21
S38400 - Embarq Communications, Inc. - S384	5241	Rent Revenue	6,447.32	121.46	84.59
S38400 Total			6,447.32	121.46	84.59
S38500 - Embarq Communications, Inc. - S385	5241	Rent Revenue	22,445.60	423.04	294.62
S38500 Total			22,445.60	423.04	294.62
S38600 - Embarq Communications, Inc. - S386	5241	Rent Revenue	19,371.98	365.14	254.30
S38600 Total			19,371.98	365.14	254.30
S38700 - Embarq Communications, Inc. - S387	5241	Rent Revenue	14,923.69	281.28	195.90
S38700 Total			14,923.69	281.28	195.90
S38800 - Embarq Communications, Inc. - S388	5241	Rent Revenue	1,518.78	28.66	19.96
S38800 Total			1,518.78	28.66	19.96
S39400 - Embarq Communications, Inc. - S394	5001	Loca Service Revenue	55.96		-
	5082	Switched Access Revenue	6,164.19		-
	5084	IntraState Access Revenue	7,185.47		-
	5264	Other Incidental Regulated Revenue	678.22		-
	5269	Other Service Revenue	486.60	12.84	7.45
S39400 Total			14,570.44	12.84	7.45
S51000 - Shreveport CLEC	5241	Rent Revenue	23,585.02	444.60	309.64

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AFFILIATE	ACCOUNT	ACCOUNT DESCRIPTION	2012 QWEST CORPORATION dba CENTURYLINK QC	MONTANA STATE	MONTANA INTRASTATE
S51000 Total			23,585.02	444.60	309.64
S51100 - Monroe CLEC	5241	Rent Revenue	15,873.83	299.30	208.45
S51100 Total			15,873.83	299.30	208.45
S51200 - Alexandria CLEC	5241	Rent Revenue	19.88	0.36	0.25
S51200 Total			19.88	0.36	0.25
S52000 - Grand Rapids CLEC	5241	Rent Revenue	5,199.78	98.00	68.25
S52000 Total			5,199.78	98.00	68.25
S57300 - Baton Rouge, LA CLEC	5241	Rent Revenue	5,823.28	109.82	76.48
S57300 Total			5,823.28	109.82	76.48
S57400 - Chattanooga, TN CLEC	5241	Rent Revenue	2,262.24	42.60	29.67
S57400 Total			2,262.24	42.60	29.67
S57500 - Topeka, KS CLEC	5241	Rent Revenue	5,207.85	98.16	68.36
S57500 Total			5,207.85	98.16	68.36
S57900 - Gulf Coast, MS CLEC	5241	Rent Revenue	6,187.63	116.64	81.23
S57900 Total			6,187.63	116.64	81.23
S58000 - Corpus Christi, TX CLEC	5241	Rent Revenue	5,934.30	111.76	77.83
S58000 Total			5,934.30	111.76	77.83
S58100 - Longview, TX CLEC	5241	Rent Revenue	12,660.29	238.74	166.27
S58100 Total			12,660.29	238.74	166.27
S58200 - Eden Prairie, MN CLEC	5001	Loca Service Revenue	80,232.10		-
	5040	Local Private Line Revenue	320.00		-
	5060	Other Local Exchange Revenue	10,081.16		-
	5081	End User Revenue	19,465.89		-
	5082	Switched Access Revenue	155.58		-
	5083	Special Access Revenue	312,281.08		-
	5084	IntraState Access Revenue	224,228.02		-
	5230	Directory Revenue	37,534.66		-
	5240	Rent Revenue	299,691.70		-
	5241	Rent Revenue	3,052.31	57.38	39.96
	5261	Special Billing Arrangement Revenue	(1,970.00)		-
	5262	Customer Operations Revenue	4,142.53		-
	5263	Plant Operations Revenue	-		-
	5264	Other Incidental Regulated Revenue	2,510.15		-
	5269	Other Service Revenue	-		-
S58200 Total			991,725.18	57.38	39.96
S58400 - Huntsville, AL CLEC	5241	Rent Revenue	23,357.11	440.46	306.76
S58400 Total			23,357.11	440.46	306.76
S58500 - Montgomery, AL CLEC	5241	Rent Revenue	2,120.85	39.96	27.83
S58500 Total			2,120.85	39.96	27.83
S58600 - Madison, WI CLEC	5241	Rent Revenue	3,478.47	65.62	45.70
S58600 Total			3,478.47	65.62	45.70
S58700 - CLEC-Embarq NV	5241	Rent Revenue	395.02	7.48	5.21
S58700 Total			395.02	7.48	5.21
S58800 - CLEC - Embarq PA	5241	Rent Revenue	77.29	1.40	0.98
S58800 Total			77.29	1.40	0.98
S58900 CLEC - Embarq KS	5081	End User Revenue	17,733.64		-
	5083	Special Access Revenue	833,902.24		-
	5241	Rent Revenue	504.28	9.48	6.60
	5264	Other Incidental Regulated Revenue	8,530.32		-
S58900 Total			860,670.48	9.48	6.60
S59000 - CLEC - Embarq OH	5241	Rent Revenue	396.15	7.50	5.22
S59000 Total			396.15	7.50	5.22
S59100 - CLEC - Embarq VA	5241	Rent Revenue	192.08	3.56	2.48
S59100 Total			192.08	3.56	2.48
S59200 - CLEC Embarq NC	5241	Rent Revenue	5,102.66	96.14	66.96
S59200 Total			5,102.66	96.14	66.96
S59300 - CLEC - Embarq SC	5241	Rent Revenue	876.41	16.48	11.48
S59300 Total			876.41	16.48	11.48
S59400 - CLEC - Embarq FI	5083	Special Access Revenue	113,816.43		-
	5241	Rent Revenue	21,076.89	397.22	276.64
	5261	Special Billing Arrangement Revenue	2,800.00		-
	5264	Other Incidental Regulated Revenue	253.42		-
S59400 Total			137,946.74	397.22	276.64
S59500 - CLEC Embarq MO	5241	Rent Revenue	270.16	5.04	3.51
S59500 Total			270.16	5.04	3.51
S59600 - CLEC - Embarq TX	5241	Rent Revenue	252.11	4.78	3.33
S59600 Total			252.11	4.78	3.33
S60000 - Qwest Corporation - Nonreg Operations	5083	Special Access Revenue	24,378.18	1,836.00	-
S60000 Total			24,378.18	1,836.00	-
S82100 - Gulf Long Distance, LLC (LD)	5250	Corporate Operation Revenue	(21.49)	-	-
S82100 Total			(21.49)	-	-
S83000 - Madison River Long Distance Solutions, LLC (DSL)	5241	Rent Revenue	4,494.62	84.64	58.95
S83000 Total			4,494.62	84.64	58.95
S83100 - Gulf Long Distance, LLC	5241	Rent Revenue	7,811.33	147.22	102.53
S83100 Total			7,811.33	147.22	102.53
S83200 - Costal Long Distance Service, LLC	5241	Rent Revenue	4,565.41	86.02	59.91

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AFFILIATE	ACCOUNT	ACCOUNT DESCRIPTION	2012 QWEST CORPORATION dba CENTURYLINK QC	MONTANA STATE	MONTANA INTRASTATE
S83200 Total			4,565.41	86.02	59.91
S83300 - Mebtel LD Solutions, LLC	5241	Rent Revenue	2,851.21	53.74	37.43
S83300 Total			2,851.21	53.74	37.43
S83700 - Mad Riv Comm LLC (IL)	5241	Rent Revenue	1,828.86	34.52	24.04
S83700 Total			1,828.86	34.52	24.04
S83800 - Mad Riv Comm LLC (AL)	5241	Rent Revenue	973.97	18.36	12.79
S83800 Total			973.97	18.36	12.79
S83900 - Mad Riv Comm LLC (GA)	5241	Rent Revenue	104.51	1.90	1.32
S83900 Total			104.51	1.90	1.32
S84000 - Madison River Communications, LLC	5241	Rent Revenue	10,898.57	205.42	143.06
S84000 Total			10,898.57	205.42	143.06
S85500 - United Telephone Company of Ohio - S855	5241	Rent Revenue	22,979.79	433.12	301.64
S85500 Total			22,979.79	433.12	301.64
S85600 - The United Telephone Company of Pennsylvania, LLC	5241	Rent Revenue	21,539.17	405.96	282.73
S85600 Total			21,539.17	405.96	282.73
S85700 - United Telephone Company of New Jersey, Inc.	5241	Rent Revenue	10,907.60	205.54	143.15
S85700 Total			10,907.60	205.54	143.15
S85800 - Central Telephone Company of Virginia	5241	Rent Revenue	20,416.54	384.80	267.99
S85800 Total			20,416.54	384.80	267.99
S85900 - United Telephone Southeast - VA	5241	Rent Revenue	5,793.06	109.18	76.04
S85900 Total			5,793.06	109.18	76.04
S86000 - Central Telephone Company - North Carolina	5241	Rent Revenue	13,440.90	253.36	176.45
S86000 Total			13,440.90	253.36	176.45
S86100 - Caroline Telephone and Telegraph, LLC	5241	Rent Revenue	42,711.98	805.00	560.64
S86100 Total			42,711.98	805.00	560.64
S86200 - United Telephone Company of the Carolinas, LLC	5241	Rent Revenue	8,260.27	155.64	108.39
S86200 Total			8,260.27	155.64	108.39
S86300 - EQ Florida, Inc. FL Panhandle	5241	Rent Revenue	7,245.75	136.58	95.12
S86300 Total			7,245.75	136.58	95.12
S86400 - United Telephone Southeast - TN	5241	Rent Revenue	10,193.29	192.16	133.83
S86400 Total			10,193.29	192.16	133.83
S86500 - United Telephone Company of Indiana, Inc.	5241	Rent Revenue	16,262.36	306.50	213.46
S86500 Total			16,262.36	306.50	213.46
S86600 - Embarq Minnesota, Inc.	5241	Rent Revenue	9,238.72	174.08	121.24
S86600 Total			9,238.72	174.08	121.24
S86700 - Embarq Missouri	5241	Rent Revenue	12,432.38	234.32	163.19
S86700 Total			12,432.38	234.32	163.19
S86800 - Embarq Missouri, Inc dba United Telephone SE KS	5241	Rent Revenue	810.52	15.26	10.63
S86800 Total			810.52	15.26	10.63
S86900 - Central Telephone Company of Texas	5241	Rent Revenue	14,755.52	278.10	193.68
S86900 Total			14,755.52	278.10	193.68
S87000 - United Telephone Company of Texas, Inc.	5241	Rent Revenue	13,843.15	260.88	181.69
S87000 Total			13,843.15	260.88	181.69
S87100 - United Telephone Company of Eastern Kansas	5241	Rent Revenue	3,986.05	75.12	52.32
S87100 Total			3,986.05	75.12	52.32
S87200 - United Telephone Company of Southcentral Kansas	5241	Rent Revenue	306.16	5.78	4.03
S87200 Total			306.16	5.78	4.03
S87300 - United Telephone Company of Kansas	5241	Rent Revenue	3,697.90	69.70	48.54
S87300 Total			3,697.90	69.70	48.54
S87400 - United Telephone Company of the West - NE	5241	Rent Revenue	1,176.60	22.12	15.41
S87400 Total			1,176.60	22.12	15.41
S87500 - United Telephone Company of the West - WY	5241	Rent Revenue	462.24	8.74	6.09
S87500 Total			462.24	8.74	6.09
S87600 - United Telephone Company of the Northwest- WA	5241	Rent Revenue	4,760.45	89.74	62.50
S87600 Total			4,760.45	89.74	62.50
S87700 - United Telephone Company of the Northwest - OR	5241	Rent Revenue	4,148.14	78.20	54.46
S87700 Total			4,148.14	78.20	54.46
S87800 - Central Telephone Company - Nevada	5241	Rent Revenue	34,745.90	654.90	456.10
S87800 Total			34,745.90	654.90	456.10
S88400 - EQ Florida, Inc. - North Florida	5241	Rent Revenue	15,962.22	300.82	209.50
S88400 Total			15,962.22	300.82	209.50
S88500 - EQ Florida, Inc. Central Florida	5241	Rent Revenue	43,846.58	826.40	575.54

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AFFILIATE	ACCOUNT	ACCOUNT DESCRIPTION	2012 QWEST CORPORATION dba CENTURYLINK QC	MONTANA STATE	MONTANA INTRASTATE
S88500 Total			43,846.58	826.40	575.54
S88600 - EQ Florida, Inc. South Florida	5241	Rent Revenue	48,577.02	915.54	637.62
S88600 Total			48,577.02	915.54	637.62
S88700 - Caroline Telephone and Telegraph, LLC - East NC	5241	Rent Revenue	23,922.32	450.82	313.97
S88700 Total			23,922.32	450.82	313.97
S88800 - Embarq Missouri - Southern Miss	5241	Rent Revenue	3,505.80	66.02	45.98
S88800 Total			3,505.80	66.02	45.98
S90000 - Embarq Payphone Services, Inc	5001	Loca Service Revenue	10,488.82	-	-
	5060	Other Local Exchange Revenue	608.34	-	-
	5081	End User Revenue	6,278.82	-	-
	5082	Switched Access Revenue	1.25	-	-
	5083	Special Access Revenue	8,268.27	-	-
	5084	IntraState Access Revenue	85.84	-	-
	5262	Customer Operations Revenue	1.58	-	-
	5263	Plant Operations Revenue	-	-	-
	5264	Other Incidental Regulated Revenue	207.91	-	-
	5269	Other Service Revenue	-	-	-
S90000 Total			25,940.83	-	-
T03200 - CenturyTel of Port Aransas, Inc	5241	Rent Revenue	3,421.16	64.54	44.95
T03200 Total			3,421.16	64.54	44.95
T03300 - CenturyTel of Claiborne, Inc.	5241	Rent Revenue	8,186.39	154.24	107.42
T03300 Total			8,186.39	154.24	107.42
T03500 - CenturyTel of Central Louisiana, LLC	5241	Rent Revenue	17,331.36	326.66	227.50
T03500 Total			17,331.36	326.66	227.50
T03900 - CenturyTel of Mountain Home, Inc.	5241	Rent Revenue	20,895.26	393.88	274.32
T03900 Total			20,895.26	393.88	274.32
T04200 - CenturyTel of North Mississippi, Inc.	5241	Rent Revenue	21,341.93	402.30	280.18
T04200 Total			21,341.93	402.30	280.18
T04400 - CenturyTel of Arkansas, Inc.	5241	Rent Revenue	21,378.23	402.92	280.61
T04400 Total			21,378.23	402.92	280.61
T04600 - CenturyTel of North Louisiana, LLC	5241	Rent Revenue	7,758.91	146.24	101.85
T04600 Total			7,758.91	146.24	101.85
T04800 - CenturyTel of East Louisiana, LLC	5241	Rent Revenue	2,996.78	56.44	39.31
T04800 Total			2,996.78	56.44	39.31
T04900 - CenturyTel of South Arkansas, Inc.	5241	Rent Revenue	1,760.11	33.20	23.12
T04900 Total			1,760.11	33.20	23.12
T05100 - CenturyTel of Southeast Louisiana, LLC	5241	Rent Revenue	9,337.23	175.98	122.56
T05100 Total			9,337.23	175.98	122.56
T05600 - CenturyTel of Evangeline, LLC	5241	Rent Revenue	35,740.05	673.66	469.17
T05600 Total			35,740.05	673.66	469.17
T05700 - CenturyTel of Southwest Louisiana, LLC	5241	Rent Revenue	6,463.12	121.78	84.81
T05700 Total			6,463.12	121.78	84.81
T05900 - CenturyTel of Northwest Louisiana, Inc.	5241	Rent Revenue	9,212.91	173.68	120.96
T05900 Total			9,212.91	173.68	120.96
T06100 - CenturyTel of Odon, Inc.	5241	Rent Revenue	1,671.04	31.52	21.95
T06100 Total			1,671.04	31.52	21.95
T06500 - CenturyTel of Central Indiana, Inc.	5241	Rent Revenue	2,867.30	54.06	37.65
T06500 Total			2,867.30	54.06	37.65
T06900 - CenturyTel of Midwest - Michigan, Inc.	5241	Rent Revenue	22,365.30	421.52	293.57
T06900 Total			22,365.30	421.52	293.57
T07000 - CenturyTel of Wisconsin, LLC	5241	Rent Revenue	25,529.64	421.52	293.57
T07000 Total			25,529.64	421.52	293.57
T07200 - CenturyTel of Southern Wisconsin, LLC	5241	Rent Revenue	5,729.83	108.00	75.22
T07200 Total			5,729.83	108.00	75.22
T07300 - CenturyTel of Fairwater-Brandon-Alto, LLC	5241	Rent Revenue	1,080.62	20.42	14.22
T07300 Total			1,080.62	20.42	14.22
T07900 - CenturyTel of Chester, Inc.	5060	Other Local Exchange Revenue	17.05	-	-
	5081	End User Revenue	0.13	-	-
	5082	Switched Access Revenue	0.04	-	-
	5084	IntraState Access Revenue	1,766.88	-	-
	5100	Long Distance Revenue	0.84	-	-
	5241	Rent Revenue	228.28	4.30	2.99
	5264	Other Incidental Regulated Revenue	5.88	-	-
	5270	Bill and Collection Revenue	296.13	-	-
T07900 Total			2,315.23	4.30	2.99
T08300 - CenturyTel of Idaho, Inc.	5241	Rent Revenue	5,861.78	110.46	76.93
T08300 Total			5,861.78	110.46	76.93
T08500 - CenturyTel of Adamsville, Inc.	5241	Rent Revenue	7,100.82	133.86	93.23
T08500 Total			7,100.82	133.86	93.23
T08700 - CenturyTel of Redfield, Inc	5241	Rent Revenue	1,760.11	33.20	23.12
T08700 Total			1,760.11	33.20	23.12
T09000 - CenturyTel of Russellville	5241	Rent Revenue	86,238.62	1,625.34	1,131.96
T09000 Total			86,238.62	1,625.34	1,131.96
T09100 - CenturyTel of Siloam Springs	5241	Rent Revenue	14,521.15	273.66	190.59
T09100 Total			14,521.15	273.66	190.59

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AFFILIATE	ACCOUNT	ACCOUNT DESCRIPTION	2012 QWEST CORPORATION dba CENTURYLINK QC	MONTANA STATE	MONTANA INTRASTATE
T09300 - CenturyTel of Mammoth Springs	5241	Rent Revenue	1,030.13	19.36	13.48
T09300 Total			1,030.13	19.36	13.48
T09400 - CenturyTel of Jacksonville	5241	Rent Revenue	78,039.62	1,470.84	1,024.36
T09400 Total			78,039.62	1,470.84	1,024.36
T09500 - Spectra	5241	Rent Revenue	96,417.89	1,817.22	1,265.59
T09500 Total			96,417.89	1,817.22	1,265.59
T09600 - CenturyTel-Tel USA Wisconsin	5001	Loca Service Revenue	448.04		-
	5081	End User Revenue	71.67		-
	5241	Rent Revenue	65,634.38	1,237.08	861.56
T09600 Total			66,154.09	1,237.08	861.56
T09800 - CenturyTel-GTE Wisconsin	5241	Rent Revenue	60,211.17	1,134.84	790.35
T09800 Total			60,211.17	1,134.84	790.35
T10000 - CenturyTel of Michigan, Inc.	5240	Rent Revenue	775.94		-
	5241	Rent Revenue	44,666.46	841.84	586.30
T10000 Total			45,442.40	841.84	586.30
T10500 - CenturyTel of Forestville, LLC	5241	Rent Revenue	2,281.86	43.04	29.98
T10500 Total			2,281.86	43.04	29.98
T10600 - CenturyTel of Larsen-Readfield, LLC	5241	Rent Revenue	1,883.21	35.50	24.72
T10600 Total			1,883.21	35.50	24.72
T10800 - CenturyTel of Monroe County, LLC	5241	Rent Revenue	11,360.93	214.10	149.11
T10800 Total			11,360.93	214.10	149.11
T10900 - CenturyTel of Northwest Wisconsin, LLC	5241	Rent Revenue	21,148.93	398.56	277.58
T10900 Total			21,148.93	398.56	277.58
T11000 - CenturyTel of Colorado, Inc.	5001	Loca Service Revenue	752.94		-
	5081	End User Revenue	2,007.69		-
	5083	Special Access Revenue	17,934.35		-
	5084	IntraState Access Revenue	1,016.58		-
	5230	Directory Revenue	29.70		-
	5241	Rent Revenue	14,043.59	264.72	184.36
	5264	Other Incidental Regulated Revenue	56.97		-
T11000 Total			35,841.82	264.72	184.36
T11100 - CenturyTel of Northern Wisconsin, LLC	5241	Rent Revenue	15,819.73	298.16	207.65
T11100 Total			15,819.73	298.16	207.65
T11200 - CenturyTel of the Southwest, Inc.	5084	IntraState Access Revenue	1,110.05		-
	5230	Directory Revenue	27.93		-
	5241	Rent Revenue	23,269.76	438.56	305.43
	5264	Other Incidental Regulated Revenue	8.94		-
T11200 Total			24,416.68	438.56	305.43
T11900 - CenturyTel of Ooltewah-Cooegedate, Inc.	5241	Rent Revenue	6,732.37	126.94	88.41
T11900 Total			6,732.37	126.94	88.41
T12000 - CenturyTel of Ohio, Inc.	5241	Rent Revenue	53,432.76	1,007.10	701.39
T12000 Total			53,432.76	1,007.10	701.39
T12100 - CenturyTel of Chatham, LLC	5241	Rent Revenue	2,250.96	42.40	29.53
T12100 Total			2,250.96	42.40	29.53
T12500 - CenturyTel of San Marcos, Inc.	5241	Rent Revenue	18,200.71	343.00	238.88
T12500 Total			18,200.71	343.00	238.88
T12700 - CenturyTel of Northern Michigan, Inc.	5241	Rent Revenue	2,767.66	52.12	36.30
T12700 Total			2,767.66	52.12	36.30
T13700 - CenturyTel of Lake Dallas, Inc.	5241	Rent Revenue	7,467.91	140.78	98.05
T13700 Total			7,467.91	140.78	98.05
T14000 - CenturyTel of Ringgold, Inc.	5241	Rent Revenue	1,494.21	28.14	19.60
T14000 Total			1,494.21	28.14	19.60
T14100 - CenturyTel of Washington, Inc.	5001	Loca Service Revenue	1,840.20		-
	5040	Local Private Line Revenue	763.60		-
	5060	Other Local Exchange Revenue	4,148.00		-
	5081	End User Revenue	8,612.44		-
	5082	Switched Access Revenue	74,543.01		-
	5083	Special Access Revenue	102,650.46		-
	5084	IntraState Access Revenue	56,753.81		-
	5100	Long Distance Revenue	10,042.93		-
	5240	Rent Revenue	6,231.37		-
	5241	Rent Revenue	143,951.02	2,713.12	1,889.54
	5264	Other Incidental Regulated Revenue	1,358.44		-
	5270	Bill and Collection Revenue	58,349.77		-
T14100 Total			469,245.05	2,713.12	1,889.54
T14200 - CenturyTel of Inter Island, Inc.	5001	Loca Service Revenue	(33.00)		-
	5060	Other Local Exchange Revenue	3,769.60		-
	5082	Switched Access Revenue	1.84		-
	5100	Long Distance Revenue	290.82		-
	5241	Rent Revenue	15,573.60	293.48	204.39
	5264	Other Incidental Regulated Revenue	1,006.50		-
	5270	Bill and Collection Revenue	20,762.35		-
T14200 Total			41,371.71	293.48	204.39
T14300 - CenturyTel of Cowiche, Inc.	5001	Loca Service Revenue	(0.55)		-
	5040	Local Private Line Revenue	899.87		-
	5060	Other Local Exchange Revenue	92.25		-
	5081	End User Revenue	(32,886.79)		-

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AFFILIATE	ACCOUNT	ACCOUNT DESCRIPTION	2012 QWEST CORPORATION dba CENTURYLINK QC	MONTANA STATE	MONTANA INTRASTATE
	5082	Switched Access Revenue	11,909.24		-
	5083	Special Access Revenue	37,824.52		-
	5084	IntraState Access Revenue	2,706.90		-
	5100	Long Distance Revenue	5.09		-
	5241	Rent Revenue	2,137.22	40.32	28.08
	5264	Other Incidental Regulated Revenue	65.09		-
	5270	Bill and Collection Revenue	576.93		-
T14300 Total			23,329.77	40.32	28.08
T14400 - CenturyTel of Eastern Oregon, Inc.	5001	Loca Service Revenue	752.50		-
	5060	Other Local Exchange Revenue	1,540.38		-
	5081	End User Revenue	20,973.03		-
	5082	Switched Access Revenue	2,009.68		-
	5083	Special Access Revenue	53,863.47		-
	5084	IntraState Access Revenue	32,354.43		-
	5100	Long Distance Revenue	12,605.48		-
	5241	Rent Revenue	43,256.36	815.30	567.81
	5264	Other Incidental Regulated Revenue	734.64		-
	5270	Bill and Collection Revenue	27,215.43		-
T14400 Total			195,305.40	815.30	567.81
T14500 - CenturyTel of Oregon, Inc.	5001	Loca Service Revenue	4,476.50		-
	5040	Local Private Line Revenue	2,491.06		-
	5060	Other Local Exchange Revenue	3,434.73		-
	5081	End User Revenue	8,390.34		-
	5082	Switched Access Revenue	48,184.40		-
	5083	Special Access Revenue	68,476.06		-
	5084	IntraState Access Revenue	8,387.01		-
	5100	Long Distance Revenue	9,124.16		-
	5240	Rent Revenue	23.65		-
	5241	Rent Revenue	37,790.84	712.24	496.04
	5264	Other Incidental Regulated Revenue	1,799.57		-
	5270	Bill and Collection Revenue	9,828.26		-
T14500 Total			202,406.58	712.24	496.04
T14600 - CenturyTel of Montana, Inc.	5001	Loca Service Revenue	2,651.55	2,651.55	2,651.55
	5060	Other Local Exchange Revenue	1,937.93	1,937.93	1,937.93
	5081	End User Revenue	10,581.73	7,842.90	-
	5082	Switched Access Revenue	692.46	692.46	-
	5083	Special Access Revenue	46,242.73	30,355.21	-
	5084	IntraState Access Revenue	9,149.49	9,149.49	9,149.49
	5100	Long Distance Revenue	3,062.57	3,062.57	3,061.72
	5230	Directory Revenue	54.03	54.03	54.03
	5240	Rent Revenue	2,327.82	2,327.82	1,621.20
	5241	Rent Revenue	55,013.77	1,036.90	722.14
	5262	Customer Operations Revenue	22,436.25	22,436.25	13,026.65
	5264	Other Incidental Regulated Revenue	47.79	47.79	27.75
	5270	Bill and Collection Revenue	1,311.63	1,311.63	558.74
T14600 Total			155,509.75	82,906.53	32,811.20
T14700 - CenturyTel of the Gen State, Inc.	5060	Other Local Exchange Revenue	227.90		-
	5082	Switched Access Revenue	36.79		-
	5100	Long Distance Revenue	334.76		-
	5241	Rent Revenue	623.46	11.78	8.20
	5270	Bill and Collection Revenue	3,240.20		-
T14700 Total			4,463.11	11.78	8.20
T14800 -CenturyTel of the Gen State, Inc T148	5081	End User Revenue	1,611.22		-
	5083	Special Access Revenue	9,773.64		-
	5241	Rent Revenue	2,515.10	47.46	33.05
T14800 Total			13,899.96	47.46	33.05
T14900 - CenturyTel of Eagle, Inc.	5001	Loca Service Revenue	1,681.76		-
	5040	Local Private Line Revenue	1,600.00		-
	5060	Other Local Exchange Revenue	3,589.37		-
	5081	End User Revenue	(171,136.69)		-
	5082	Switched Access Revenue	75,231.45		-
	5083	Special Access Revenue	2,579,642.84		-
	5084	IntraState Access Revenue	10,487.87		-
	5100	Long Distance Revenue	44,958.35		-
	5230	Directory Revenue	145.20		-
	5240	Rent Revenue	308.52		-
	5241	Rent Revenue	97,628.25	1,840.04	1,281.49
	5261	Special Billing Arrangement Revenue	600.00		-
	5264	Other Incidental Regulated Revenue	31,334.79		-
	5270	Bill and Collection Revenue	54,031.46		-
T14900 Total			2,730,103.17	1,840.04	1,281.49
T15000 - CenturyTel of Wyoming, Inc.	5060	Other Local Exchange Revenue	308.45		-
	5081	End User Revenue	399.85		-
	5082	Switched Access Revenue	3,147.90		-
	5083	Special Access Revenue	2,531.67		-
	5084	IntraState Access Revenue	2,436.11		-
	5100	Long Distance Revenue	3,627.22		-
	5241	Rent Revenue	7,866.53	148.30	103.28

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AFFILIATE	ACCOUNT	ACCOUNT DESCRIPTION	2012 QWEST CORPORATION dba CENTURYLINK QC	MONTANA STATE	MONTANA INTRASTATE
	5264	Other Incidental Regulated Revenue	81.20		-
	5270	Bill and Collection Revenue	3,950.75		-
T15000 Total			24,349.68	148.30	103.28
T15600 - CenturyTel of the Midwest-Wisconsin, LLC	5241	Rent Revenue	58,908.61	1,110.28	773.25
T15600 Total			58,908.61	1,110.28	773.25
T15700 - CenturyTel of the Midwest-Wisconsin, LLC	5241	Rent Revenue	23,351.48	440.12	306.52
T15700 Total			23,351.48	440.12	306.52
T15800 - CenturyTel of the Midwest-Wisconsin, LLC	5241	Rent Revenue	9,100.69	171.50	119.44
T15800 Total			9,100.69	171.50	119.44
T15900 - CenturyTel of the Midwest-Wisconsin, LLC	5241	Rent Revenue	1,983.18	37.42	26.06
T15900 Total			1,983.18	37.42	26.06
T16000 - CenturyTel of the Midwest-Wisconsin, LLC	5241	Rent Revenue	1,158.96	21.88	15.24
T16000 Total			1,158.96	21.88	15.24
T16100 - CenturyTel of the Midwest-Wisconsin, LLC	5241	Rent Revenue	5,920.43	111.54	77.68
T16100 Total			5,920.43	111.54	77.68
T16200 - CenturyTel of the Midwest-Kendall, LLC	5241	Rent Revenue	69,812.97	1,315.76	916.36
T16200 Total			69,812.97	1,315.76	916.36
T16300 - CenturyTel of Upper Michigan, Inc.	5241	Rent Revenue	11,330.32	213.60	148.76
T16300 Total			11,330.32	213.60	148.76
T16400 - CenturyTel of Minnesota, Inc.	5001	Loca Service Revenue	426.54		-
	5060	Other Local Exchange Revenue	4,622.34		-
	5081	End User Revenue	(105,136.49)		-
	5082	Switched Access Revenue	201.61		-
	5083	Special Access Revenue	133,770.53		-
	5084	IntraState Access Revenue	133,393.56		-
	5100	Long Distance Revenue	3,206.58		-
	5240	Rent Revenue	441.04		-
	5241	Rent Revenue	32,250.13	607.84	423.33
	5264	Other Incidental Regulated Revenue	73.50		-
	5270	Bill and Collection Revenue	24,672.76		-
T16400 Total			227,922.10	607.84	423.33
T16500 - CenturyTel of Postville, Inc.	5001	Loca Service Revenue	(0.55)		-
	5060	Other Local Exchange Revenue	4.55		-
	5100	Long Distance Revenue	19.02		-
	5241	Rent Revenue	1,235.68	23.32	16.24
T16500 Total			1,258.70	23.32	16.24
T60000 - Qwest Corporation	5001	Loca Service Revenue	182,100.54	21,231.70	21,231.70
	5040	Local Private Line Revenue	86,612.48	2,202.90	2,202.90
	5060	Other Local Exchange Revenue	77,995.98	366.35	366.35
	5081	End User Revenue	81,650.76	3,055.07	-
	5082	Switched Access Revenue	21.90		-
	5083	Special Access Revenue	537,181.58	4,031.43	-
	5084	IntraState Access Revenue	13,044.49	8.75	8.75
	5100	Long Distance Revenue	10,952.68	164.45	164.40
	5230	Directory Revenue	(7.70)		-
	5240	Rent Revenue	271,132.10		-
	5263	Plant Operations Revenue	-		-
	5264	Other Incidental Regulated Revenue	16,699.06	4.06	2.36
	5269	Other Service Revenue	-		-
T60000 Total			1,277,383.87	31,064.71	23,976.46
T62500 - El Paso Telephone Company	5001	Loca Service Revenue	65,606.09		-
	5060	Other Local Exchange Revenue	42,353.48		-
	5081	End User Revenue	5,053.93		-
	5082	Switched Access Revenue	18,691.03		-
	5083	Special Access Revenue	240.00		-
	5084	IntraState Access Revenue	82.68		-
	5100	Long Distance Revenue	8,728.40		-
	5230	Directory Revenue	1,721.43		-
	5240	Rent Revenue	74,817.27		-
	5262	Customer Operations Revenue	(2,192.00)		-
	5264	Other Incidental Regulated Revenue	5,992.99		-
	5270	Bill and Collection Revenue	7,060.45		-
T62500 Total			228,155.75	-	-
T80100 - CenturyTel of Northern Alabama	5241	Rent Revenue	110,355.87	2,079.92	1,448.55
T80100 Total			110,355.87	2,079.92	1,448.55
T80200 - CenturyTel of Southern Alabama	5241	Rent Revenue	135,834.00	2,560.14	1,783.00
T80200 Total			135,834.00	2,560.14	1,783.00
T80400 - CenturyTel of Belle-Hermann	5241	Rent Revenue	3,406.95	64.24	44.74
T80400 Total			3,406.95	64.24	44.74
T80500 - CenturyTel of Southern Missouri	5241	Rent Revenue	18,474.17	348.22	242.52
T80500 Total			18,474.17	348.22	242.52

2012 AFFILIATED INTEREST - MONTANA ANNUAL REPORT
QWEST CORPORATION dba CENTURYLINK QC PAYMENTS FROM AFFILIATES

AFFILIATE	ACCOUNT	ACCOUNT DESCRIPTION	2012 QWEST CORPORATION dba CENTURYLINK QC	MONTANA STATE	MONTANA INTRASTATE
T80600 - CenturyTel of Southwest Missouri	5241	Rent Revenue	187,113.69	3,526.60	2,456.08
T80600 Total			187,113.69	3,526.60	2,456.08
T80700 - CenturyTel of Central Missouri	5241	Rent Revenue	83,658.54	1,576.80	1,098.16
T80700 Total			83,658.54	1,576.80	1,098.16
T82000 - Gallatin River Communications, LLC	5240	Rent Revenue	775.94	-	-
	5241	Rent Revenue	50,314.71	948.30	660.44
T82000 Total			51,090.65	948.30	660.44
T82100 - Gulf Telephone Company	5241	Rent Revenue	50,262.88	947.36	659.78
T82100 Total			50,262.88	947.36	659.78
T82200 Coastal Utilities, Inc	5241	Rent Revenue	34,279.55	646.08	449.96
T82200 Total			34,279.55	646.08	449.96
T82300 - Mebtel, Inc.	5241	Rent Revenue	10,973.19	206.78	144.01
T82300 Total			10,973.19	206.78	144.01
T82400 - Mebtel, Inc (Milton/Gatewood)	5241	Rent Revenue	3,038.31	57.32	39.92
T82400 Total			3,038.31	57.32	39.92
T85500 - United Telephone Company of Ohio	5240	Rent Revenue	775.94	-	-
	5241	Rent Revenue	354,722.68	6,685.60	4,656.16
T85500 Total			355,498.62	6,685.60	4,656.16
T85600 - The United Telephone Company of Pennsylvania, LLC	5241	Rent Revenue	230,800.85	4,349.98	3,029.52
T85600 Total			230,800.85	4,349.98	3,029.52
T85700 - United Telephone Company of New Jersey, Inc.	5241	Rent Revenue	104,345.79	1,966.68	1,369.69
T85700 Total			104,345.79	1,966.68	1,369.69
T85800 - Central Telephone Company of Virginia	5241	Rent Revenue	201,763.91	3,802.66	2,648.35
T85800 Total			201,763.91	3,802.66	2,648.35
T85900 - United Telephone Southeast -VA	5241	Rent Revenue	63,254.64	1,192.14	830.26
T85900 Total			63,254.64	1,192.14	830.26
T86000 Central Telephone Company - North Carolina	5241	Rent Revenue	164,268.60	3,096.00	2,156.20
T86000 Total			164,268.60	3,096.00	2,156.20
T86100 - Caroline Telephone and Telegraph, LLC	5241	Rent Revenue	502,662.85	9,473.76	6,597.96
T86100 Total			502,662.85	9,473.76	6,597.96
T86200 - United Telephone Company of the Carolinas, LLC	5240	Rent Revenue	775.94	-	-
	5241	Rent Revenue	72,379.32	1,364.14	950.05
T86200 Total			73,155.26	1,364.14	950.05
T86300 - EQ Florida, Inc. - FI Panhandle	5241	Rent Revenue	120,079.79	2,263.18	1,576.18
T86300 Total			120,079.79	2,263.18	1,576.18
T86400 - United Telephone Southeast -TN	5241	Rent Revenue	137,704.96	2,595.40	1,807.55
T86400 Total			137,704.96	2,595.40	1,807.55
T86500 - United Telephone Company of Indiana, Inc.	5241	Rent Revenue	172,198.57	3,245.48	2,260.30
T86500 Total			172,198.57	3,245.48	2,260.30
T86600 - Embarq Minnesota, Inc.	5001	Loca Service Revenue	(190,908.37)	-	-
	5060	Other Local Exchange Revenue	5,581.18	-	-
	5081	End User Revenue	1,999.30	-	-
	5082	Switched Access Revenue	2,550.97	-	-
	5083	Special Access Revenue	131,227.29	-	-
	5084	IntraState Access Revenue	14,644.71	-	-
	5100	Long Distance Revenue	1,782.69	-	-
	5240	Rent Revenue	476.93	-	-
	5241	Rent Revenue	116,700.17	2,199.54	1,531.86
	5264	Other Incidental Regulated Revenue	1,077.90	-	-
	5270	Bill and Collection Revenue	38,717.58	-	-
T86600 Total			123,850.35	2,199.54	1,531.86
T86700 - Embarq Missouri-Northern Miss	5240	Rent Revenue	775.94	-	-
	5241	Rent Revenue	145,605.01	2,744.26	1,911.23
T86700 Total			146,380.95	2,744.26	1,911.23
T86800 - Embarq Missouri, Inc dba United Telephone of SE KS	5241	Rent Revenue	135,163.70	2,764.30	1,925.18
T86800 Total			135,163.70	2,764.30	1,925.18
T86900 - Central Telephone Company of Texas	5241	Rent Revenue	11,503.90	-	-
T86900 Total			11,503.90	-	-
T87000 - United Telephone Company of Texas, Inc.	5240	Rent Revenue	3,103.76	-	-
	5241	Rent Revenue	141,690.98	2,670.50	1,859.86
T87000 Total			144,794.74	2,670.50	1,859.86
T87100 - United Telephone Company of Eastern Kansas	5241	Rent Revenue	36,318.71	684.54	476.74
T87100 Total			36,318.71	684.54	476.74
T87200 - United Telephone Company of Southcentral Kansas	5241	Rent Revenue	5,961.05	112.38	78.27
T87200 Total			5,961.05	112.38	78.27
T87300 - United Telephone Company of Kansas	5241	Rent Revenue	45,239.26	852.58	593.78
T87300 Total			45,239.26	852.58	593.78

2012 AFFILIATED INTEREST - MONTANA ANNUAL REPORT
QWEST CORPORATION dba CENTURYLINK QC PAYMENTS FROM AFFILIATES

AFFILIATE	ACCOUNT	ACCOUNT DESCRIPTION	2012 QWEST CORPORATION dba CENTURYLINK QC	MONTANA STATE	MONTANA INTRASTATE
T87400 - United Telephone Company of the West-NE	5060	Other Local Exchange Revenue	3,184.15		-
	5081	End User Revenue	(495.75)		-
	5082	Switched Access Revenue	0.02		-
	5083	Special Access Revenue	73,162.21		-
	5084	IntraState Access Revenue	7,088.99		-
	5100	Long Distance Revenue	3,654.94		-
	5241	Rent Revenue	20,272.44	382.10	266.11
	5264	Other Incidental Regulated Revenue	175.66		-
	5270	Bill and Collection Revenue	496.22		-
T87400 Total			107,538.88	382.10	266.11
T875000 - United Telephone Company of the West-WY	5241	Rent Revenue	7,359.79	138.66	96.57
T87500 Total			7,359.79	138.66	96.57
T87600 - United Telephone Company of the Northwest - 5001 WA		Loca Service Revenue	93.35		-
	5060	Other Local Exchange Revenue	7.95		-
	5081	End User Revenue	479.58		-
	5082	Switched Access Revenue	2.27		-
	5083	Special Access Revenue	196,432.60		-
	5084	IntraState Access Revenue	7,754.18		-
	5100	Long Distance Revenue	(0.85)		-
	5240	Rent Revenue	355.32		-
	5241	Rent Revenue	77,872.18	1,467.66	1,022.15
	5264	Other Incidental Regulated Revenue	888.85		-
	5270	Bill and Collection Revenue	355.87		-
T87600 Total			284,241.30	1,467.66	1,022.15
T87700 - United Telephone Company of the Northwest - 5001 OR		Loca Service Revenue	32,810.20		-
	5040	Local Private Line Revenue	117.87		-
	5060	Other Local Exchange Revenue	9,265.32		-
	5081	End User Revenue	4,985.73		-
	5082	Switched Access Revenue	241.36		-
	5083	Special Access Revenue	538,703.39		-
	5084	IntraState Access Revenue	27,375.75		-
	5100	Long Distance Revenue	(367.04)		-
	5230	Directory Revenue	15.64		-
	5240	Rent Revenue	245.57		-
	5241	Rent Revenue	72,511.35	1,366.60	951.76
	5264	Other Incidental Regulated Revenue	2,155.38		-
	5270	Bill and Collection Revenue	1,277.03		-
T87700 Total			689,337.55	1,366.60	951.76
T87800 - Central Telephone Company - Nevada	5241	Rent Revenue	470,546.32	8,868.52	6,176.44
T87800 Total			470,546.32	8,868.52	6,176.44
T88200 - United Telephone Company of the Northwest	5001	Loca Service Revenue	(266,918.87)		-
	5060	Other Local Exchange Revenue	6,933.55	738.75	738.75
	5082	Switched Access Revenue	2,473.07	1,187.93	-
	5084	IntraState Access Revenue	1,091.92		-
	5100	Long Distance Revenue	25,298.36	3,682.95	3,681.93
	5264	Other Incidental Regulated Revenue	2,663.61	303.85	176.42
	5270	Bill and Collection Revenue	101,265.22	525.95	224.05
T88200 Total			(127,193.14)	6,439.43	4,821.15
T88400 - EQ Florida, Inc. - North Florida	5240	Rent Revenue	1,551.88		-
	5241	Rent Revenue	227,475.14	4,287.28	2,985.86
T88400 Total			229,027.02	4,287.28	2,985.86
T88500 - EQ Florida, Inc. Central Florida	5241	Rent Revenue	543,237.77	10,238.56	7,130.60
T88500 Total			543,237.77	10,238.56	7,130.60
T88600 - EQ Florida Inc. - South Florida	5241	Rent Revenue	510,142.77	9,614.78	6,696.17
T88600 Total			510,142.77	9,614.78	6,696.17
T88700 - Caroline Telephone and Telegraph, LLC - East NC	5241	Rent Revenue	286,749.67	5,404.44	3,763.90
T88700 Total			286,749.67	5,404.44	3,763.90
T88800 - Embargo Missouri - Southern Miss	5241	Rent Revenue	33,581.33	632.92	440.79
T88800 Total			33,581.33	632.92	440.79
Grand Total			1,053,688,809.07	26,277,184.61	5,248,679.14

**2012 AFFILIATED INTEREST
MONTANA ANNUAL REPORT
PAYMENTS TO AFFILIATES**

2011/2012 VARIANCE

Affiliate	2011 MONTANA INTRASTATE REGULATED	2012 MONTANA INTRASTATE REGULATED	2011/2012 MONTANA INTRASTATE VARIANCE %	Explanation of Variance 2012 vs 2011
There will be no variance page prepared as the variance would be of no value due to the change in the affiliate process.				
A variance page will be provided in 2013.				
GRAND TOTAL	\$0	\$0	100.00%	

Affiliated Interest 2012 Contracts

2012 Affiliated Interest contracts or Summary of Affiliate Transactions have been provided by electronic media.

Agreements:

Qwest Communications Company, LLC (QCC)

Affiliate Billing MT Sp Constr (Executed 08 08 12)

Affiliate Bozeman MT Sp Constr (Executed 07 15 12)

Affiliate Great Falls MT SP Constr (Executed 06 21 12)

Affiliate Great Falls MT SP Constr (Executed 07 26 12)

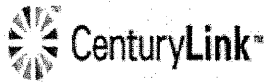
Affiliate Bozeman MT Sp Constr (Executed 03 29 12)

Affiliate Missoula MT Sp Constr (Executed 03 08 12)

AMD 3 (Executed 09 21 12)

QC Amd 37 Exc Collo (Executed 05 25 12)

Amd 39 IPE-2 (Executed 12 13 12)


 Contract No. _____
 Interstate X _____
 Intrastate _____

 Job Authorization No: MT1230275
 Intrastate _____

AQCB - SPECIAL CONSTRUCTION PROPOSAL

Date: _____

Billing Address: _____

Work Location: _____

Customer: QCC/WELLS FARGO AND CO175 N 27TH ST, BILLINGS, MT

Attention: _____

Description and/or specifications of work to be performed by CenturyLink under this Proposal ("Work"):

Construction and placement of fiber multiplex equipment in the customer building at 175 N 27TH ST, BILLINGS, MT, to provide DS3 service through the Qwest serving wire center at 202 N 2nd Ave, Billings MT 59101.

Total Charges: \$ 32,792.32

For the Work performed hereunder, Customer will be responsible for these Charges only, unless a Change Order is signed by both parties in accordance with Section 4 below. All Charges shall be paid prior to commencement of the Work ("Advance Payment"). For **Governmental Customers only**, CenturyLink will submit an invoice of charges upon completion of the Work. All Customers will pay the invoice within forty five (45) days of receipt. All past due undisputed accounts will be assessed a late fee at 14% APR. Unless a Government Customer or otherwise agreed to by the parties, no Work shall commence prior to receipt of Advance Payment. Where applicable, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against CenturyLink or Customer, but excluding any taxes based on CenturyLink's net income.

*Note If applicable, the Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning. This Proposal may be withdrawn by CenturyLink if not accepted by the Customer within 30 days. **Upon execution by both parties, this Proposal and the terms and conditions of any applicable tariffs or Rates and Services Schedules on file with the applicable regulatory authorities shall constitute a binding agreement upon the parties.**

For CenturyLink Affiliate Transactions Only. If under applicable law, this Agreement, or notice thereof, must be filed with a governmental entity, including but not limited to a state public utility commission, this Agreement shall not become effective with respect to any jurisdiction having such requirements until the filings have occurred.

Qwest Corporation dba CenturyLink QC

Authorized Signature

C68BFACCF-22F414...

Name Printed/Typed

Ken Beck

Title Director

Date 8/2/2012

Qwest Communications Company, LLC dba CenturyLink QCC

Authorized Signature

0380F3B2C95D4C4...

Name Printed/Typed

Connie Ditalia

Title Director

Date 8/8/2012



Contract No. _____
Interstate X

Job Authorization No: MT1230011
Intrastate _____

AQCB - SPECIAL CONSTRUCTION PROPOSAL

Date: _____

Billing Address: _____

Work Location: _____

Customer: QCC-BELCAN

851 Bridger Dr, Bozeman MT

Attention _____

Description and/or specifications of work to be performed by CenturyLink under this Proposal ("Work"):

Construction and placement of 700 feet of underground fiber cable between the customer building at 851 Bridger Dr, Bozeman MT and the Qwest serving wire center at 114 S Wilson Ave, Bozeman MT 59715. This facility will be used for MOE service.

Total Charges: \$ 17,039.92

For the Work performed hereunder, Customer will be responsible for these Charges only, unless a Change Order is signed by both parties in accordance with Section 4 below. All Charges shall be paid prior to commencement of the Work ("Advance Payment"). If, in CenturyLink's sole discretion, CenturyLink approves a Purchase Order in lieu of Advance Payment, CenturyLink will submit an invoice of charges to Customer upon full execution of the Agreement (or Change Order). For **Governmental Customers only**, CenturyLink will submit an invoice of charges upon completion of the Work. All Customers will pay the invoice within forty five (45) days of receipt. All past due undisputed accounts will be assessed a late fee at 14% APR. No Work shall commence prior to receipt of Advance Payment or acceptance by CenturyLink of a Purchase Order. Notwithstanding, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against CenturyLink or Customer, but excluding any taxes based on CenturyLink's net income.

*Note: If applicable, the Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning. This Proposal may be withdrawn by CenturyLink if not accepted by the Customer within 30 days. **Upon execution by both parties, this Proposal and the attached Terms and Conditions shall constitute a binding agreement upon the parties.**

Qwest Corporation dba CenturyLink QC

Authorized Signature David K Schlusser

Name Printed/Typed DAVID K SCHLUSSER

Title MANAGER, SERVICE DELIVERY

Date 3/29/2012

Qwest Communications Company, LLC dba CenturyLink QCC

Authorized Signature Christine Shraut

Name Printed/Typed Christine Shraut

Title Manager Provisioning

Date 3/27/12

NOTE: ADDITIONAL TERMS AND CONDITIONS ARE PRINTED ON PAGE 2 OF THIS DOCUMENT.

Contract No. _____
Interstate X Job Authorization No: MT1230011
Intrastate _____

The Proposal, these Terms and Conditions and all terms and conditions in the applicable tariff, catalog, or price schedules constitute the entire agreement between the parties (the "Agreement") and supersede all previous agreements between CenturyLink and Customer relating to the Work and related subject matter hereof. No other terms and conditions are applicable, including but not limited to terms and conditions attached to Customer's Purchase Order (PO). In the event that any applicable tariffs, catalogs, price schedules, rules or statutes prohibit performance in accordance with the terms of the Agreement, or have the effect of modifying, superseding, or suspending provisions of the Agreement prior to performance by a Party hereunder, then to the extent of such inconsistency, the Agreement may become null and void, and the Parties may elect to enter into a new agreement or an amendment of the Agreement to conform to such tariffs, catalogs, price lists, rules or statutes.

1. **Customer Responsibilities.** Customer shall furnish all applicable surveys and a description of the Customer site. Customer shall be responsible for, and secure and pay for all necessary permits, approvals, easements, assessments and any other charges required for the Work to be performed under the Agreement on the Customer's Premises. Customer agrees to provide copies of the same, along with any filing information if applicable, to CenturyLink upon demand.

2. **Concealed/Subsurface Conditions.** Should concealed conditions be encountered below the surface of the ground, or in an existing structure, during the performance of the Work, differing materially from those ordinarily encountered and generally recognized as inherent in the Work, the Agreement Charges shall be equitably adjusted by Change Order upon written claim by either party made within twenty (20) days after the first observance of such conditions.

3. **Safety and Environmental.** Customer understands and acknowledges that should CenturyLink encounter a hazardous substance and determine that such substance presents a health or physical hazard, CenturyLink may, without penalty, discontinue work under this contract.

4. **Changes.** Changes in the Work, an adjustment to the proposal price or the timeframe for the Work shall be made by Change Order specifically stated in writing between the parties. The cost or credit to the Customer from a change shall be determined by mutual agreement.

5. **Termination.** In the event Customer elects to abandon the project and terminate this contract for Customer's convenience, CenturyLink shall be paid for all Work executed and any reasonable expense sustained as of the date of termination.

6. **Title to Equipment and Facilities.** Title to, and ownership of all lines, equipment and other property installed or constructed by CenturyLink in connection with the Agreement or the provisioning of Service is and remains with CenturyLink. Customer does not own facilities placed as a result of the Work performed under the Agreement, those facilities are owned solely by CenturyLink.

7. **Other Communications Services.** The Agreement is independent, separate, and distinct from any local exchange or other communications or other service CenturyLink currently provides, or may provide in the future to Customer, whether or not CenturyLink provides or may provide such services to Customer using the CenturyLink equipment and facilities to which the Agreement refers. Customer shall be responsible for paying for all

other local exchange or other services separate from the payment requirements of the Agreement.

8. **Warranty.** CenturyLink shall perform the Work in a professional manner, consistent with industry standards, and shall conform to the specifications set forth herein. All workmanship for the Work performed under the Agreement is guaranteed against defects for a period of six (6) months from the date of completion. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, ANY OTHER WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS APPLICABLE TO THE WORK PERFORMED UNDER THE AGREEMENT.** The exclusive remedy for a breach of this warranty shall be that CenturyLink will re-perform any part of the Work which is found to be defective. CenturyLink shall not be responsible for damage to its work by other parties or for improper use of the equipment by others.

9. **General.** This Agreement shall be governed by the state within in which the facilities are located, or in the case of interstate facilities the laws of the State of New York, without regard to its choice of law principles; provided however, that Work may also be subject to the Communications Act of 1934, as amended or applicable State tariff, catalogs or price lists. Neither party's failure to insist upon strict performance of any provision of this Agreement shall be construed as a waiver of any of its rights hereunder. Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a communications carrier under any circumstances. This Agreement is intended solely for CenturyLink and its affiliates and Customer and it shall not benefit or be enforceable by any other person or entity. All amendments to this Agreement shall be in writing and signed by the parties' authorized representatives. Electronic or facsimile signatures in connection with this Agreement shall be recognized and treated the same as the original. CenturyLink may act in reliance upon any instruction, instrument, or signature reasonably believed by CenturyLink to be genuine and Customer agrees that any employee of Customer who gives any written notice or other instruction has the authority to do so.

10. **For CenturyLink Affiliate Transactions Only.** If under applicable law, this Agreement, or notice thereof, must be filed with a governmental entity, including but not limited to a state public utility commission, this Agreement shall not become effective with respect to any jurisdiction having such requirements until the filings have occurred.


 Contract No. _____
 Interstate X _____

 Job Authorization No: MT1230200
 Intrastate _____

AQCB - SPECIAL CONSTRUCTION PROPOSAL

Date: _____

Billing Address: _____

Work Location: _____

 Customer: QCC MORRISON-MAIRELE 2880 TECHNOLOGY BLVD, BOZEMAN, MT

Attention _____

Description and/or specifications of work to be performed by CenturyLink under this Proposal ("Work"):

Construction and placement of 2,000 feet of underground fiber cable between the customer building at 2880 TECHNOLOGY BLVD, BOZEMAN, MT and the Qwest serving wire center at 114 S Wilson Ave, Bozeman MT 59715. This facility will be used for MOE service.

Total Charges: \$ 94,297.00

For the Work performed hereunder, Customer will be responsible for these Charges only, unless a Change Order is signed by both parties in accordance with Section 4 below. All Charges shall be paid prior to commencement of the Work ("Advance Payment"). For **Governmental Customers only**, CenturyLink will submit an invoice of charges upon completion of the Work. All Customers will pay the invoice within forty five (45) days of receipt. All past due undisputed accounts will be assessed a late fee at 14% APR. Unless a Government Customer or otherwise agreed to by the parties, no Work shall commence prior to receipt of Advance Payment. Where applicable, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against CenturyLink or Customer, but excluding any taxes based on CenturyLink's net income.

*Note If applicable, the Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning. This Proposal may be withdrawn by CenturyLink if not accepted by the Customer within 30 days. **Upon execution by both parties, this Proposal and the terms and conditions of any applicable tariffs or Rates and Services Schedules on file with the applicable regulatory authorities shall constitute a binding agreement upon the parties.**

For CenturyLink Affiliate Transactions Only. If under applicable law, this Agreement, or notice thereof, must be filed with a governmental entity, including but not limited to a state public utility commission, this Agreement shall not become effective with respect to any jurisdiction having such requirements until the filings have occurred.

 Qwest Corporation dba ~~CenturyLink~~ **QC**

Authorized Signature _____

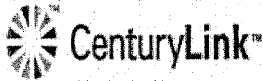
Name Printed/Typed _____

Title DirectorDate 7/15/2012
 Qwest Communications ~~Company~~, LLC dba CenturyLink **QCC**

Authorized Signature _____

Name Printed/Typed _____

Title DirectorDate 7/13/2012


 Contract No. _____
 Interstate X

 Job Authorization No: MT1230217
 Intrastate _____

AQCB - SPECIAL CONSTRUCTION PROPOSAL

Date: _____

Billing Address: _____

Work Location: _____

 Customer: QCC-GANNETT 205 RIVER DRIVE S, GREAT FALLS, MT

Attention: _____

Description and/or specifications of work to be performed by CenturyLink under this Proposal ("Work"):

Construction and placement of 200 feet of underground fiber cable between the customer building at 205 RIVER DRIVE S, GREAT FALLS, MT and the Qwest serving wire center at 401 1st Ave N, Great Falls MT 59401. This facility will be used for MOE service.

 Total Charges: \$ **9,096.00**

For the Work performed hereunder, Customer will be responsible for these Charges only, unless a Change Order is signed by both parties in accordance with Section 4 below. All Charges shall be paid prior to commencement of the Work ("Advance Payment"). For **Governmental Customers only**, CenturyLink will submit an invoice of charges upon completion of the Work. All Customers will pay the invoice within forty five (45) days of receipt. All past due undisputed accounts will be assessed a late fee at 14% APR. Unless a Government Customer or otherwise agreed to by the parties, no Work shall commence prior to receipt of Advance Payment. Where applicable, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against CenturyLink or Customer, but excluding any taxes based on CenturyLink's net income.

*Note: If applicable, the Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning. This Proposal may be withdrawn by CenturyLink if not accepted by the Customer within 30 days. **Upon execution by both parties, this Proposal and the terms and conditions of any applicable tariffs or Rates and Services Schedules on file with the applicable regulatory authorities shall constitute a binding agreement upon the parties.**

For CenturyLink Affiliate Transactions Only. If under applicable law, this Agreement, or notice thereof, must be filed with a governmental entity, including but not limited to a state public utility commission, this Agreement shall not become effective with respect to any jurisdiction having such requirements until the filings have occurred.

 Qwest Corporation dba ^{DocuSigned by:} CenturyLink QC

 Authorized Signature David Schlosser

E2E6A814A550451...

 Name Printed/Typed David Schlosser

 Title Manager Service Delivery

 Date 6/21/2012

Qwest Communications Company, LLC dba CenturyLink QCC

 Authorized Signature Christine Shreut

7A1C128DDC07427...

 Name Printed/Typed Chris Shreut

 Title Manager

 Date 6/21/2012


 Contract No. _____
 Interstate X

 Job Authorization No: MT1230271
 Intrastate _____

AQCB - SPECIAL CONSTRUCTION PROPOSAL

Date: _____

Billing Address: _____

Work Location: _____

Customer: QCC / MORRISON-MAIERLE1321 8TH AVE N, GREAT FALLS, MONTANA

Attention: _____

Description and/or specifications of work to be performed by CenturyLink under this Proposal ("Work"):

Construction and placement of fiber multiplex equipment in the customer building at 1321 8TH AVE N, GREAT FALLS, MONTANA, to provide MOE service through the Qwest serving wire center at 401 1st Ave N, Great Falls MT 59401.

Total Charges: \$ 20,126.00

For the Work performed hereunder, Customer will be responsible for these Charges only, unless a Change Order is signed by both parties in accordance with Section 4 below. All Charges shall be paid prior to commencement of the Work ("Advance Payment"). For **Governmental Customers only**, CenturyLink will submit an invoice of charges upon completion of the Work. All Customers will pay the invoice within forty five (45) days of receipt. All past due undisputed accounts will be assessed a late fee at 14% APR. Unless a Government Customer or otherwise agreed to by the parties, no Work shall commence prior to receipt of Advance Payment. Where applicable, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against CenturyLink or Customer, but excluding any taxes based on CenturyLink's net income.

*Note If applicable, the Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning. This Proposal may be withdrawn by CenturyLink if not accepted by the Customer within 30 days. **Upon execution by both parties, this Proposal and the terms and conditions of any applicable tariffs or Rates and Services Schedules on file with the applicable regulatory authorities shall constitute a binding agreement upon the parties.**

For CenturyLink Affiliate Transactions Only. If under applicable law, this Agreement, or notice thereof, must be filed with a governmental entity, including but not limited to a state public utility commission, this Agreement shall not become effective with respect to any jurisdiction having such requirements until the filings have occurred.

Qwest Corporation Proposed by: **CenturyLink QC**Authorized Signature David SchlosserEZE6A914A550451...Name Printed/Typed David SchlosserTitle Manager Service DeliveryDate 7/26/2012Qwest Communications Company, LLC Proposed by: **CenturyLink QCC**Authorized Signature Christine Shreut7A1C130DDC07427...Name Printed/Typed Christine ShreutTitle ManagerDate 7/26/2012



Contract No. _____
Interstate X

Job Authorization No: MT1130314
Intrastate _____

AQCB - SPECIAL CONSTRUCTION PROPOSAL

Date: _____

Billing Address: _____

Work Location: _____

Customer: QCC CONSUMER DIRECT MANAGEMENT 607 SW Higgins Ave, Missoula MT

Attention _____

Description and/or specifications of work to be performed by CenturyLink under this Proposal ("Work"):

Construction and placement of 1,300 feet of underground fiber cable between the customer building at 607 SW Higgins Ave, Missoula MT and the Qwest serving wire center at 201 N Pattee St, Missoula MT 59801. This facility will be used for MOE service.

Total Charges: \$ 21,289.92

For the Work performed hereunder, Customer will be responsible for these Charges only, unless a Change Order is signed by both parties in accordance with Section 4 below. All Charges shall be paid prior to commencement of the Work ("Advance Payment"). If, in CenturyLink's sole discretion, CenturyLink approves a Purchase Order in lieu of Advance Payment, CenturyLink will submit an invoice of charges to Customer upon full execution of the Agreement (or Change Order). For **Governmental Customers only**, CenturyLink will submit an invoice of charges upon completion of the Work. All Customers will pay the invoice within forty five (45) days of receipt. All past due undisputed accounts will be assessed a late fee at 14% APR. No Work shall commence prior to receipt of Advance Payment or acceptance by CenturyLink of a Purchase Order. Notwithstanding, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against CenturyLink or Customer, but excluding any taxes based on CenturyLink's net income.

*Note: If applicable, the Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning. This Proposal may be withdrawn by CenturyLink if not accepted by the Customer within 30 days. **Upon execution by both parties, this Proposal and the attached Terms and Conditions shall constitute a binding agreement upon the parties.**

Qwest Corporation dba CenturyLink QC

Authorized Signature David K Schlosser

Name Printed/Typed DAVID K SCHLOSSER

Title MANAGER SERVICE DELIVERY

Date 3/8/2012

Qwest Communications Company, LLC dba CenturyLink QCC

Authorized Signature Christine Shout

Name Printed/Typed Christine Shout

Title Provisioning manager

Date 3/6/12

NOTE: ADDITIONAL TERMS AND CONDITIONS ARE PRINTED ON PAGE 2 OF THIS DOCUMENT.

The Proposal, these Terms and Conditions and all terms and conditions in the applicable tariff, catalog, or price schedules constitute the entire agreement between the parties (the "Agreement") and supersede all previous agreements between CenturyLink and Customer relating to the Work and related subject matter hereof. No other terms and conditions are applicable, including but not limited to terms and conditions attached to Customer's Purchase Order (PO). In the event that any applicable tariffs, catalogs, price schedules, rules or statutes prohibit performance in accordance with the terms of the Agreement, or have the effect of modifying, superseding, or suspending provisions of the Agreement prior to performance by a Party hereunder, then to the extent of such inconsistency, the Agreement may become null and void, and the Parties may elect to enter into a new agreement or an amendment of the Agreement to conform to such tariffs, catalogs, price lists, rules or statutes.

1. **Customer Responsibilities.** Customer shall furnish all applicable surveys and a description of the Customer site. Customer shall be responsible for, and secure and pay for all necessary permits, approvals, easements, assessments and any other charges required for the Work to be performed under the Agreement on the Customer's Premises. Customer agrees to provide copies of the same, along with any filing information if applicable, to CenturyLink upon demand.

2. **Concealed/Subsurface Conditions.** Should concealed conditions be encountered below the surface of the ground, or in an existing structure, during the performance of the Work, differing materially from those ordinarily encountered and generally recognized as inherent in the Work, the Agreement Charges shall be equitably adjusted by Change Order upon written claim by either party made within twenty (20) days after the first observance of such conditions.

3. **Safety and Environmental.** Customer understands and acknowledges that should CenturyLink encounter a hazardous substance and determine that such substance presents a health or physical hazard, CenturyLink may, without penalty, discontinue work under this contract.

4. **Changes.** Changes in the Work, an adjustment to the proposal price or the timeframe for the Work shall be made by Change Order specifically stated in writing between the parties. The cost or credit to the Customer from a change shall be determined by mutual agreement.

5. **Termination.** In the event Customer elects to abandon the project and terminate this contract for Customer's convenience, CenturyLink shall be paid for all Work executed and any reasonable expense sustained as of the date of termination.

6. **Title to Equipment and Facilities.** Title to, and ownership of all lines, equipment and other property installed or constructed by CenturyLink in connection with the Agreement or the provisioning of Service is and remains with CenturyLink. Customer does not own facilities placed as a result of the Work performed under the Agreement, those facilities are owned solely by CenturyLink.

7. **Other Communications Services.** The Agreement is independent, separate, and distinct from any local exchange or other communications or other service CenturyLink currently provides, or may provide in the future to Customer, whether or not CenturyLink provides or may provide such services to Customer using the CenturyLink equipment and facilities to which the Agreement refers. Customer shall be responsible for paying for all

other local exchange or other services separate from the payment requirements of the Agreement.

8. **Warranty.** CenturyLink shall perform the Work in a professional manner, consistent with industry standards, and shall conform to the specifications set forth herein. All workmanship for the Work performed under the Agreement is guaranteed against defects for a period of six (6) months from the date of completion. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, ANY OTHER WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS APPLICABLE TO THE WORK PERFORMED UNDER THE AGREEMENT.** The exclusive remedy for a breach of this warranty shall be that CenturyLink will re-perform any part of the Work which is found to be defective. CenturyLink shall not be responsible for damage to its work by other parties or for improper use of the equipment by others.

9. **General.** This Agreement shall be governed by the state within in which the facilities are located, or in the case of interstate facilities the laws of the State of New York, without regard to its choice of law principles; provided however, that Work may also be subject to the Communications Act of 1934, as amended or applicable State tariff, catalogs or price lists. Neither party's failure to insist upon strict performance of any provision of this Agreement shall be construed as a waiver of any of its rights hereunder. Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a communications carrier under any circumstances. This Agreement is intended solely for CenturyLink and its affiliates and Customer and it shall not benefit or be enforceable by any other person or entity. All amendments to this Agreement shall be in writing and signed by the parties' authorized representatives. Electronic or facsimile signatures in connection with this Agreement shall be recognized and treated the same as the original. CenturyLink may act in reliance upon any instruction, instrument, or signature reasonably believed by CenturyLink to be genuine and Customer agrees that any employee of Customer who gives any written notice or other instruction has the authority to do so.

10. **For CenturyLink Affiliate Transactions Only.** If under applicable law, this Agreement, or notice thereof, must be filed with a governmental entity, including but not limited to a state public utility commission, this Agreement shall not become effective with respect to any jurisdiction having such requirements until the filings have occurred.

**AMENDMENT NO. 3
TO
COLLOCATION LICENSE AGREEMENT**

THIS AMENDMENT NO. 3 TO COLLOCATION LICENSE AGREEMENT ("Amendment No. 3") is hereby added to and incorporated into that certain Collocation License Agreement dated as of the 17th day of August, 2005 (the "License"), by and between **Qwest Communications Company, LLC** ("Licensor") and **Qwest Corporation** ("Licensee"). If there are any inconsistencies between the License and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

Recitals

- A. Pursuant to the License, Licensor licensed parts of certain Equipment Space to Licensee.
- B. Licensor and Licensee wish to amend the License to license additional Equipment Space.

Agreement

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, Licensor and Licensee agree as follows:

Defined Terms.

Except as otherwise defined herein, all defined terms used herein shall have the meanings given to them in the License.

Grant of License.

Subject to the terms and conditions contained herein, Qwest hereby grants to Licensee, as of the Commencement Date, a nonexclusive license to install, operate, and maintain certain communications equipment of Licensee in the Facilities. In addition, Licensee shall have the exclusive use of the Equipment Space described in Exhibit A. Provided that such space is available and in the reasonable discretion of Qwest Licensee also shall have the exclusive use of additional equipment space pursuant to subsequent written orders that are submitted by Licensee and are accepted in writing by Qwest ("Accepted Orders"). Licensee's written orders are to be submitted to Qwest in the form attached hereto as Exhibit B and shall be incorporated into this Agreement via a countersigned Exhibit B's as designated by Date and Location and Exhibit Number. The Equipment Space described in Exhibit A and in subsequent amendments incorporating Accepted Orders (based upon the order form attached hereto as Exhibit B's) are referred to hereafter as the "Equipment Space".

Effective Date.

This Amendment No. ^{Amc-3}2 shall be effective as of the date when it has been signed by both parties unless if under applicable law, this Amendment or notice thereof must be filed with a governmental entity, including, but not limited to, a state public utility commission, this Amendment shall not become effective with respect to the jurisdiction having such requirements until such filings have occurred ("the Amendment Effective Date"). At this time, only the Washington Utilities and Transportation Commission have such a filing requirement. Therefore, the Amendment Effective Date for this Amendment shall take effect with respect to the State of Washington when it is filed with Washington Utilities and Transportation Commission.

Affirmation.

Except as expressly modified hereby, the License remains in full force and effect and, as so modified, Licensor and Licensee hereby ratify and affirm the License in all respects.

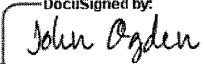
Counterparts and Facsimile Signatures.

DF Amd 3 to Collo Agree(Provo to Price) 08.20.12 1 8/20/2012

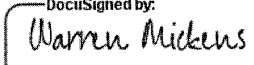
**AMENDMENT NO. 3
TO
COLLOCATION LICENSE AGREEMENT**

This Agreement may be executed by the Parties in separate counterparts, each of which, when so executed and delivered, will be an original, but all such counterparts will together constitute one and the same Agreement. Facsimile signatures will be deemed to be, and will constitute and be treated as, an original signed document or counterpart, as applicable. Qwest will provide the Agreement or an amendment thereto for execution

QWEST CORPORATION

DocuSigned by:

By: 075F7609A28C4A7...
Name: John Ogden
Title: VP Finance
Date: 9/20/2012

QWEST COMMUNICATIONS COMPANY, LLC

DocuSigned by:

By: 8B165EDE114A4FA...
Name: Warren Mickens
Title: VP Wholesale Operations
Date: 9/21/2012

**Exhibit B
COLLOCATION ORDER FORM**

LOCATION OF THE FACILITY: Kit Carson, CO

REQUEST NO.

RESERVATION NO.

THE EQUIPMENT SPACE

Number of bays/racks: 1

Dimensions of each bay/rack:

23" wide by 15" deep and 84" tall

Space Type:

Common

DC Power Requirements:

Total amperage: 30

A&B Feeds Required: 1 each

Number of Breakers Needed (per feed): 1

20 amp:

30 amp: x

40 amp:

50 amp:

60 amp:

100 amp:

Other:

Commercial AC Power (subject to availability, as determined by Qwest)

Voltage: ☐ 110 amps

☐ 220 amps

☐ Check if inverted AC requested

Signal Interface (Choose One):

Dark Fiber:

Optical:

Electrical: ☐

Connection:

Type:

Bit Rate:

Notes, Special Requirements: This is for redundancy of QC INFN ntwk.

LICENSE FEES AND OTHER CHARGES

Collocation Term:

A One-time Nonrecurring Charge ("NRC") of \$1,680 per rack and power.

A Monthly Recurring Charge ("MRC") of \$2,125 per rack (up to 30 amps of DC power per rack included in the MRC).

Total cost NRC \$1,680

Total cost MRC \$2,125

Qwest Corporation

(Licensee) DocuSigned by:

Warren Mickens

6B165EDE114A4FA

Authorized Customer Signature

Warren Mickens, VP Whols Opns

Name & Title

9/21/2012

Date

Qwest Communications Company, LLC

(Licensor) DocuSigned by:

John Ogden

075E7509826CAA7

Qwest Authorized Signature

John Ogden, VP Finance

Name & Title

9/20/2012

Date

AMENDMENT NO. 39 TO WHOLESALE SERVICES AGREEMENT

THIS AMENDMENT NO. 39 (this "Amendment") is by and between **Qwest Communications Company, LLC dba CenturyLink QCC** ("CenturyLink") and **Qwest Corporation dba CenturyLink QC** ("Customer") and amends the Wholesale Services Agreement between Customer and CenturyLink dated effective as of July 29, 2004, as may have been previously amended by amendment, addenda or rate change notification (the "Agreement"). This Amendment shall be effective as of the date when it has been signed by both Parties (the "Amendment Effective Date"). All capitalized terms used herein which are not defined herein shall have the definitions ascribed to them in the Agreement. The Parties hereby agree to amend the Agreement as follows:

1. New Services.¹ The service descriptions and related rate exhibits set forth in Exhibit IPE-2 Preferred attached to this Amendment (the "New Services") shall be added to the Amendment and shall replace and supersede in their entirety certain service descriptions and rates as previously attached to the Agreement (or any amendment, addenda or rate change notification to the Agreement), including without limitation, Exhibit IPE-2 Preferred (the "Old Services"). The list of Service Exhibits in the "Applicable Services" portion of the Agreement shall be deemed revised by the deletion of the Old Services and the addition of the New Services. CenturyLink agrees to provide the New Services in accordance with the terms of the Agreement and this Amendment. The terms, rates and discounts, if any, for the New Services shall be effective as of the first business day of Customer's next full monthly billing cycle following the Amendment Effective Date, provided, however that the rates for any Old Services in place as of the Amendment Effective Date shall continue to apply until the expiration of the applicable service term for such Old Services and until changed pursuant to Customer order.

2. Effective Date. This Amendment shall be effective as of the date it is executed by the last Party to execute (the "Amendment Effective date") and be deemed incorporated by reference into the Agreement; provided however, that if under applicable law, this Agreement or notice thereof must be filed with a governmental entity, including, but not limited to, a state public utility commission, this Agreement shall not become effective with respect to the jurisdiction having such requirements until such filing have occurred. In particular, this Agreement shall not be effective with respect to the State of Washington until it is filed with Washington Utilities and Transportation Commission. The terms, rates and discounts, if any, for the New Services shall be effective as of the Amendment Effective Date.

3. Miscellaneous. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the Parties. This Amendment and the Agreement set forth the entire understanding between the Parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment shall control. To the extent that the terms of any New Service exhibit are inconsistent with the terms of this Amendment or the Agreement, the terms of the New Service exhibit shall control.

4. Counterparts and Facsimile Signatures. This Agreement may be executed by the Parties in separate counterparts, each of which, when so executed and delivered, will be an original, but all such counterparts will together constitute one and the same Agreement. Facsimile signatures will be deemed to be, and will constitute and be treated as, an original signed document or counterpart, as applicable. CenturyLink will provide the Agreement or any amendment thereto for execution.

IN WITNESS WHEREOF, an authorized representative of each Party has executed this Amendment as of the Amendment Effective Date.

QWEST:

QWEST COMMUNICATIONS COMPANY, LLC dba

CENTURYLINK QCC

DocuSigned by:

Warren Mickens

By: 6B165EDE114A4FA...

Warren Mickens

Vice President, Customer Service Operations

Date: 12/13/2012

Customer:

Qwest Corporation dba CENTURYLINK QC

DocuSigned by:

John Ogden

By: 075F7509A26C4A7...

Name: John Ogden

Title: Vice President, Finance

Date: 12/4/2012

¹ Since certain international rates are subject to change on five (5) days notice. Customer acknowledges, that until this Amendment is returned to Qwest, those international rates as set forth in a Service Exhibit may change and that, once this Amendment is executed, the international rates then in effect will be implemented by Qwest. Thereafter, changes to those international rates shall be made pursuant to the rate change process provided for in each Service Exhibit.

**EXHIBIT IPE-2 PREFERRED
CENTURYLINK IP SOLUTIONS SERVICE
WHOLESALE/ ENHANCED SERVICES AGREEMENT**

1. NON-RECURRING CHARGES (NRCs).

Port Installation Charge	
Port Speed	Port NRC*
DS-1, NxDS-1	\$50
DS-3	\$100
OC-3	\$200
OC-12	\$300
OC-48	\$600
10 Mbps Ethernet (All Speeds)	\$50
100 Mbps Fast Ethernet (All Speeds)	\$150
1,000 Mbps Gigabit Ethernet (All Speeds)	\$400

* CenturyLink will waive the Port NRC associated with the Port Installation Charge for any Port ordered with a Initial Service Term of 12 months or longer.

Port Cancellation Charge	
Port Speed	Port NRC
DS-1 (All Speeds)	\$250
DS-3 (All Speeds)	\$750
OC-3 (All Speeds)	\$1,000
OC-12	\$1,000
OC-48	\$1,000
10 Mbps Ethernet (All Speeds)	\$250
100 Mbps Fast Ethernet (All Speeds)	\$750
1,000 Mbps Gigabit Ethernet (All Speeds)	\$1,000
10,000 Mbps Ethernet (All Speeds)	\$1,250

Port Expedite Charge	
Port Speed	Port NRC
DS-1 (All Speeds)	\$550
DS-3 (All Speeds)	\$600
OC-3 (All Speeds)	\$750
OC-12	\$1,500
OC-48	ICB
10 Mbps Ethernet (All Speeds)	\$550
100 Mbps Fast Ethernet (All Speeds)	\$600
1,000 Mbps Gigabit Ethernet (All Speeds)	\$750
10,000 Mbps Ethernet (All Speeds)	\$900

Change Charge	
Port Speed	Port NRC
DS-1 (All Speeds)	\$400
DS-3 (All Speeds)	\$800
OC-3 (All Speeds)	\$1,500
OC-12	\$1,500
OC-48	ICB
10 Mbps Ethernet (All Speeds)	\$400
100 Mbps Fast Ethernet (All Speeds)	\$800
1,000 Mbps Gigabit Ethernet (All Speeds)	\$1,500

Internet Port Priority Access Change Charge**	
Port Speed	Internet Port NRC
DS-1 (All Speeds)	\$75 Per Port

**This change charge will only apply when Customer adds Priority Access to a Port during its Service Term.

Enhanced Port Secure IP Gateway Charge	
Port Speed	Enhanced Port NRC
All Speeds	\$140 Per Port

VPN Extensions NRCs	
Port Speed	VPN Extension NRC
All Speeds	\$50 per IPsec tunnel

**EXHIBIT IPE-2 PREFERRED
CENTURYLINK IP SOLUTIONS SERVICE
WHOLESALE/ ENHANCED SERVICES AGREEMENT**

2. MONTHLY RECURRING CHARGES (MRCs).

(a) Flat Rate Port Charges:

FLAT RATE PORT			
Port Speed	Internet Port MRC	Private Port MRC	Enhanced Port MRC
DS-1 (1.544Mbps)	\$105	\$180	\$216
2xDS-1 (3 Mbps)	\$187	\$360	\$432
3xDS-1 (4.5 Mbps)	\$276	\$540	\$648
4xDS-1 (6 Mbps)	\$358	\$720	\$864
5xDS-1 (7.5 Mbps)	\$439	\$900	\$1,080
6xDS-1 (9 Mbps)	\$513	\$1,080	\$1,296
7xDS-1 (10.5 Mbps)	\$587	\$1,260	\$1,512
8xDS-1 (12 Mbps)	\$653	\$1,440	\$1,728
DS-3 (45 Mbps)	\$1,200	\$1,859	\$2,231
OC-3 (155 Mbps)	\$3,617	\$4,800	\$5,760
OC-12 (622 Mbps)	\$8,400	\$14,400	\$17,280
OC-48 (2,488 Mbps)	\$29,600	\$42,280	\$50,736
Ethernet (10Mbps)	\$517	\$778	\$933
Fast Ethernet (100 Mbps)	\$1,944	\$2,880	\$3,456
Gigabit Ethernet (1000Mbps)	\$10,000	\$23,000	\$29,277

(b) Tiered Port Charges:

TIERED PORT – DS3			
Usage Tiers	Internet Port MRC	Private Port MRC	Enhanced Port MRC
DS-3 – 3 Mbps	\$1,139	\$1,252	\$1,503
DS-3 – 6 Mbps	\$1,139	\$1,252	\$1,503
DS-3 – 9 Mbps	\$1,139	\$1,252	\$1,503
DS-3 – 12 Mbps	\$1,139	\$1,252	\$1,503
DS-3 – 15 Mbps	\$1,139	\$1,252	\$1,503
DS-3 – 18 Mbps	\$1,139	\$1,354	\$1,625
DS-3 – 21 Mbps	\$1,139	\$1,406	\$1,687
DS-3 – 24 Mbps	\$1,139	\$1,457	\$1,749
DS-3 – 27 Mbps	\$1,139	\$1,497	\$1,796
DS-3 – 30 Mbps	\$1,139	\$1,568	\$1,882
DS-3 – 33 Mbps	\$1,139	\$1,639	\$1,967
DS-3 – 36 Mbps	\$1,185	\$1,711	\$2,053
DS-3 – 39 Mbps	\$1,233	\$1,794	\$2,153
DS-3 – 42 Mbps	\$1,284	\$1,878	\$2,253

TIERED PORT – OC3			
Usage Tiers	Internet Port MRC	Private Port MRC	Enhanced Port MRC
OC-3 - 35 Mbps	\$1,782	\$2,376	\$2,851
OC-3 - 45 Mbps	\$2,174	\$2,851	\$3,421
OC-3 - 55 Mbps	\$2,465	\$3,089	\$3,707
OC-3 - 65 Mbps	\$2,756	\$3,326	\$3,992
OC-3 - 75 Mbps	\$2,994	\$3,406	\$4,087
OC-3 - 85 Mbps	\$3,231	\$3,485	\$4,182
OC-3 - 95 Mbps	\$3,386	\$3,762	\$4,514
OC-3 - 105 Mbps	\$3,548	\$4,061	\$4,874
OC-3 - 115 Mbps	\$3,717	\$4,384	\$5,261
OC-3 - 125 Mbps	\$3,895	\$4,733	\$5,539
OC-3 - 135 Mbps	\$4,081	\$4,848	\$5,818
OC-3 - 145 Mbps	\$4,276	\$4,966	\$6,110

TIERED PORT – OC12			
Usage Tiers	Internet Port MRC	Private Port MRC	Enhanced Port MRC
OC-12 - 90 Mbps	\$4,950	\$6,930	\$8,910
OC-12 - 135 Mbps	\$4,950	\$7,425	\$8,910
OC-12 - 180 Mbps	\$4,950	\$7,762	\$9,314
OC-12 - 225 Mbps	\$5,128	\$9,524	\$11,429
OC-12 - 270 Mbps	\$5,940	\$10,890	\$13,068

QC Amd 39 Exh IPE-2 Qwest IQ Networking Service Pricing - PREFERRED 10.29.12

**EXHIBIT IPE-2 PREFERRED
CENTURYLINK IP SOLUTIONS SERVICE
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OC-12 - 315 Mbps	\$6,138	\$11,048	\$13,258
OC-12 - 360 Mbps	\$6,514	\$11,464	\$13,757
OC-12 - 405 Mbps	\$6,890	\$11,880	\$14,256
OC-12 - 495 Mbps	\$8,400	\$12,768	\$15,322
OC-12 - 540 Mbps	\$8,885	\$13,656	\$16,387
OC-12 - 585 Mbps	\$9,398	\$14,544	\$17,453

TIERED PORT – DC48			
Usage Tiers	Internet Port MRC	Private Port MRC	Enhanced Port MRC
OC-48 - 270 Mbps	\$9,900	\$22,770	\$30,690
OC-48 - 500 Mbps	\$9,900	\$22,770	\$30,690
OC-48 - 730 Mbps	\$10,454	\$22,770	\$30,690
OC-48 - 960 Mbps	\$12,789	\$23,760	\$30,690
OC-48 - 1190 Mbps	\$15,840	\$27,720	\$33,264
OC-48 - 1420 Mbps	\$18,810	\$29,700	\$35,640
OC-48 - 1650 Mbps	\$21,384	\$33,264	\$39,917
OC-48 - 1880 Mbps	\$24,221	\$37,772	\$45,214
OC-48 - 2110 Mbps	\$27,059	\$42,280	\$50,512
OC-48 - 2340 Mbps	\$29,896	\$45,300	\$55,810

TIERED PORT – 10 Mbps ETHERNET			
Usage Tiers	Internet Port MRC	Private Port MRC	Enhanced Port MRC
Ethernet - 2 Mbps	\$248	\$574	\$632
Ethernet - 4 Mbps	\$317	\$574	\$665
Ethernet - 6 Mbps	\$428	\$713	\$855
Ethernet - 8 Mbps	\$520	\$792	\$950

TIERED PORT – 100 Mbps FAST ETHERNET			
Usage Tiers	Internet Port MRC	Private Port MRC	Enhanced Port MRC
Fast Ethernet- 10 Mbps	\$644	\$861	\$1,198
Fast Ethernet- 15 Mbps	\$742	\$906	\$1,198
Fast Ethernet- 20 Mbps	\$840	\$950	\$1,198
Fast Ethernet- 30 Mbps	\$1,188	\$1,378	\$1,654
Fast Ethernet- 40 Mbps	\$1,489	\$1,679	\$2,015
Fast Ethernet- 50 Mbps	\$1,584	\$1,901	\$2,281
Fast Ethernet- 60 Mbps	\$1,711	\$2,091	\$2,509
Fast Ethernet- 70 Mbps	\$1,848	\$2,364	\$2,836
Fast Ethernet- 80 Mbps	\$1,995	\$2,636	\$3,163
Fast Ethernet- 90 Mbps	\$2,155	\$2,909	\$3,491

TIERED PORT – 1000 Mbps GIGABIT ETHERNET			
Usage Tiers	Internet Port MRC	Private Port MRC	Enhanced Port MRC
Gigabit Ethernet - 100 Mbps	\$2,079	\$7,326	\$8,059
Gigabit Ethernet - 200 Mbps	\$3,366	\$7,445	\$8,934
Gigabit Ethernet - 300 Mbps	\$4,455	\$10,692	\$12,830
Gigabit Ethernet - 400 Mbps	\$5,148	\$13,622	\$16,347
Gigabit Ethernet - 500 Mbps	\$5,940	\$16,236	\$19,483
Gigabit Ethernet - 600 Mbps	\$6,534	\$18,533	\$22,239

QC Amd 39 Exh IPE-2 Qwest iQ Networking Service Pricing - PREFERRED 10.29.12

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Gigabit Ethernet - 700 Mbps	\$7,489	\$21,309	\$25,561
Gigabit Ethernet - 800 Mbps	\$8,445	\$24,086	\$28,883
Gigabit Ethernet - 900 Mbps	\$9,400	\$26,863	\$32,205

(c) Burstable Port Charges:

BURSTABLE PORT – DS3 (5 Mbps MINIMUM) Per Mbps MRC			
Usage Tiers	Internet Port	Private Port	Enhanced Port
5.000 Mbps (minimum)	\$144	\$160	\$192
5.001 – 9.000 Mbps	\$104	\$120	\$144
9.001 – 14.000 Mbps	\$72	\$88	\$106
14.001 – 18.000 Mbps	\$60	\$76	\$91
18.001 – 23.000 Mbps	\$48	\$64	\$77
23.001 – 27.000 Mbps	\$42	\$56	\$67
27.001 – 45.000 Mbps	\$37	\$48	\$58

BURSTABLE PORT – OC3 (15 Mbps MINIMUM) Per Mbps MRC			
Usage Tiers	Internet Port	Private Port	Enhanced Port
15.000 Mbps (minimum)	\$60	\$120	\$144
15.001 – 30.000 Mbps	\$58	\$80	\$96
30.001 – 45.000 Mbps	\$49	\$64	\$77
45.001 – 60.000 Mbps	\$46	\$56	\$67
60.001 – 80.000 Mbps	\$41	\$44	\$53
80.001 – 155.000 Mbps	\$36	\$40	\$48

BURSTABLE PORT – OC12 (60 Mbps MINIMUM) Per Mbps MRC			
Usage Tiers	Internet Port	Private Port	Enhanced Port
60.000 Mbps (minimum)	\$40	\$68	\$82
60.001 – 125.000 Mbps	\$36	\$60	\$72
125.001 – 140.000 Mbps	\$33	\$56	\$67
140.001 – 185.000 Mbps	\$28	\$52	\$62
185.001 – 250.000 Mbps	\$24	\$44	\$53
250.001 – 310.000 Mbps	\$20	\$36	\$43
310.001 – 622.000 Mbps	\$19	\$32	\$38

BURSTABLE PORT – OC48 (250 Mbps MINIMUM) Per Mbps MRC			
Usage Tiers	Internet Port	Private Port	Enhanced Port
250.000 Mbps (minimum)	\$20	\$44	\$53
250.001 – 500.000 Mbps	\$18	\$40	\$48
500.001 – 600.000 Mbps	\$18	\$36	\$43
600.001 – 750.000 Mbps	\$17	\$32	\$38
750.001 – 1000.000 Mbps	\$16	\$28	\$34
1000.001 – 1250.000 Mbps	\$15	\$24	\$29
1250.001 – 2488.000 Mbps	\$14	\$22	\$27

BURSTABLE PORT – 10 Mbps ETHERNET (2 Mbps MINIMUM) Per Mbps MRC			
Usage Tiers	Internet Port	Private Port	Enhanced Port
2.000 Mbps (minimum)	\$88	\$160	\$192
2.001 – 4.000 Mbps	\$80	\$140	\$168
4.001 – 6.000 Mbps	\$72	\$120	\$144
6.001 – 10.000 Mbps	\$66	\$100	\$120

BURSTABLE PORT – 100 Mbps FAST ETHERNET (10 Mbps MINIMUM) Per Mbps MRC			
Usage Tiers	Internet Port	Private Port	Enhanced Port
10.000 Mbps (minimum)	\$60	\$62	\$74
10.001 – 20.000 Mbps	\$42	\$48	\$58
20.001 – 30.000 Mbps	\$40	\$46	\$56
30.001 – 40.000 Mbps	\$38	\$42	\$51
40.001 – 50.000 Mbps	\$32	\$38	\$46
50.001 – 100.000 Mbps	\$29	\$35	\$42

**EXHIBIT IPE-2 PREFERRED
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BURSTABLE PORT – 1,000 Mbps GIGABIT ETHERNET (100 Mbps MINIMUM) Per Mbps MRC			
Usage Tiers	Internet Port	Private Port	Enhanced Port
100.000 Mbps (minimum)	\$19	\$40	\$48
100.001 – 200.000 Mbps	\$17	\$38	\$45
200.001 – 300.000 Mbps	\$15	\$36	\$43
300.001 – 400.000 Mbps	\$13	\$34	\$41
400.001 – 500.000 Mbps	\$12	\$33	\$39
500.001 – 1000.000 Mbps	\$11	\$31	\$37

(d) Feature Charges:

(i) End to End Performance Reporting

END TO END Performance Reporting Charge	
Port Speed	Private/Enhanced Port MRC
All Speeds	\$0 Per Port

(ii) Priority Access

INTERNET PORT – PRIORITY ACCESS	
Port Speed	Internet Port MRC
DS-1 (All Speeds)	\$45 Per Port

(e) VPN Extension Charges:

VPN Extensions MRCs	
Port Speed	VPN Extension MRC
All Speeds	\$25 per IPsec tunnel

3. TERMINATION LIABILITY CHARGE.

In addition to all rates, fees and charges which accrue under this Exhibit for each Service up through the date of Termination, Customer also must pay CenturyLink the following "Termination Liability Charge":

- 100% of the MRCs multiplied by the number of remaining unused months (including the pro rata portion of any partial months) through the first 12 months of the Service Term; plus
- 50% of the MRCs multiplied by the number of remaining unused months (including the pro rata portion of any partial months) beyond the first 12 months of the Service Term, plus
- 100% of any Service NRCs that were previously waived or discounted by CenturyLink.

4. SPECIAL PRICING

4.1 Amendment No. 36 additional pricing terms and conditions:

Customer is eligible to receive special pricing for the Flat Rate Private Port Services as specifically set forth below (the "Specially Priced Amendment No. 36 Port"), at the following rate(s) based on compliance with the conditions set forth below and capacity and availability as determined by CenturyLink, provided Customer submits an Order Form (as defined in Exhibit T) by January 30, 2012. The below rates will only apply to Ports ordered with an Initial Service Term of sixty (60) months or greater. With respect to the Specially Priced Amendment No. 36 Port listed below, Customer will not be eligible for any additional discounts. All other terms and conditions of Exhibit IPE will apply.

Flat Rate Port Charges:

FLAT RATE PORT	
Port Speed	Private Port MRC
Gigabit Ethernet (1000Mbps)	\$7,000

AMENDMENT NO. 37 TO WHOLESALE SERVICES AGREEMENT

THIS AMENDMENT NO. 37 (this "Amendment") is by and between **Qwest Communications Company, LLC dba CenturyLink QCC** ("CenturyLink") and **Qwest Corporation dba CenturyLink QC** ("Customer") and amends the Wholesale Services Agreement between Customer and CenturyLink dated effective as of July 29, 2004, as may have been previously amended by amendment, addenda or rate change notification (the "Agreement"). This Amendment shall be effective as of the date when it has been signed by both Parties (the "Amendment Effective Date"). All capitalized terms used herein which are not defined herein shall have the definitions ascribed to them in the Agreement. The Parties hereby agree to amend the Agreement as follows:

1. New Services.¹ The service descriptions and related rate exhibits set forth in the Exhibit Collo and Collo2 attached to this Amendment (the "New Services") shall be added to, and constitute a part of, the Agreement. The list of Service Exhibits in the "Applicable Services" portion of the Agreement shall be deemed revised by the addition of the New Services. Qwest agrees to provide the New Services in accordance with the terms of the Agreement and this Amendment. The terms, rates and discounts, if any, for the New Services shall be effective as of the first day of Customer's next full monthly billing cycle following the Amendment Effective Date.

2. Effective Date. This Amendment shall be effective as of the date it is executed by the last Party to execute (the "Amendment Effective date") and be deemed incorporated by reference into the Agreement; provided however, that if under applicable law, this Agreement or notice thereof must be filed with a governmental entity, including, but not limited to, a state public utility commission, this Agreement shall not become effective with respect to the jurisdiction having such requirements until such filing have occurred. In particular, this Agreement shall not be effective with respect to the State of Washington until it is filed with Washington Utilities and Transportation Commission. The terms, rates and discounts, if any, for the New Services shall be effective as of the Amendment Effective Date.

3. Miscellaneous. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the Parties. This Amendment and the Agreement set forth the entire understanding between the Parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment shall control. To the extent that the terms of any New Service exhibit are inconsistent with the terms of this Amendment or the Agreement, the terms of the New Service exhibit shall control.

4. Counterparts and Facsimile Signatures. This Agreement may be executed by the Parties in separate counterparts, each of which, when so executed and delivered, will be an original, but all such counterparts will together constitute one and the same Agreement. Facsimile signatures will be deemed to be, and will constitute and be treated as, an original signed document or counterpart, as applicable. CenturyLink will provide the Agreement or any amendment thereto for execution.

IN WITNESS WHEREOF, an authorized representative of each Party has executed this Amendment as of the Amendment Effective Date.

QWEST:

QWEST COMMUNICATIONS COMPANY, LLC dba

CENTURYLINK QCC

By: Warren Mickens

By: 6B165EDE11A4FA...

Warren Mickens

Vice President, Wholesale Operations

Date: 5/24/2012

By: Emily Binder

By: 11D8E985D2D141C...

Emily Binder

Director Wholesale Pricing Mktg & Training

Date: 5/16/2012

Customer:

Qwest Corporation dba CENTURYLINK QC

By: John Ogden

By: 075F7509A26C4A7...

Name: John Ogden

Title: Vice President, Finance

Date: 5/25/2012

**EXHIBIT COLLO
COLLOCATION SERVICE EXHIBIT
WHOLESALE SERVICES AGREEMENT**

1. SERVICE DESCRIPTION AND RESTRICTIONS

1.1 CenturyLink offers collocation space and services (collectively the "Service" or "Services") pursuant to the terms and conditions of the Agreement and this Collocation Service Exhibit. The Services include the exclusive use of designated collocation space (each a "Collo Space") in buildings owned or leased by CenturyLink ("Premises"). CenturyLink provides the Services subject to the following restrictions on Customer:

- (a) Any communications equipment put in the Collo Space must be CenturyLink approved Third Party Equipment (as defined below) or equipment owned by Customer (collectively "Customer Equipment");
- (b) Only CenturyLink or Customer (or CenturyLink-approved third parties acting upon Customer's behalf) may place or install equipment in the Collo Space;
- (c) Customer Equipment may only interconnect with CenturyLink facilities;
- (d) Customer Equipment is used in connection with transmission service Customer purchases from CenturyLink under other Service Exhibits to the Agreement ("Related Services"); and
- (e) Customer complies with all other terms and conditions set forth herein.

1.2 Customer's failure to comply with the preceding restrictions gives CenturyLink the right to immediately: (a) terminate all services provided hereunder; and (b) require Customer to remove all equipment from, and relinquish all access to, any Collo Space and the Premises.

1.3 The Service does not include the provision of local access. To obtain local access, Customer must have a separate Service Exhibit for local access.

2. OBTAINING COLLOCATION SERVICES

2.1 To obtain Services under this Exhibit, Customer must provide CenturyLink with its requirements for space and power, including the type of CenturyLink interface and termination. CenturyLink, in its sole discretion, will determine if the space and facilities are available. If so, CenturyLink will provide Customer a Collo Order describing, among other things, the requirements and charges for the Service.

2.2 If Customer agrees to the terms of the Collo Order, Customer will sign the Collo Order and send it to CenturyLink in the manner set forth in the Collo Order. All Collo Orders will become void and incapable of being accepted 30 calendar days after the Notification Date on the Collo Order. The Parties incorporate into this Exhibit, and the Agreement, by reference any Collo Order executed pursuant to this Section.

2.3 Upon execution of the Collo Order, CenturyLink will deliver the Service within 45 business days after the Collo Order Effective Date (as defined in the Collo Order) for all standard rack configurations. The standard rack configuration is 23" wide by 15" deep by 84" tall with a negative 48 volt 30 amp DC A&B power feed. For any nonstandard configurations, CenturyLink will deliver the Service to Customer as set forth in the Collo Order. The date CenturyLink delivers the Collo Space to Customer is the "Delivery Date".

3. RATES

3.1 CenturyLink will charge the rates in the Collo Order for any Service provisioned under this Exhibit. By signing the Collo Order, Customer agrees to pay all charges set forth in the Collo Order and acknowledges that the Collo Order becomes part of the Agreement.

4. TERM AND EARLY TERMINATION

4.1 The minimum term for any Service under this Exhibit will be 12 months, unless a longer period is set forth in the Collo Order, and begins upon the Delivery Date (the "Minimum Service Term"). At the expiration of the Minimum Service Term, Services will continue on a month-to-month basis (each a new "Service Term") and may be terminated by either party upon 30 days written notice to the other. Notwithstanding the foregoing, if Customer terminates all Related Services applicable to any Collo Space or Service, Customer will: (a) be deemed to have terminated that Service under this Exhibit; (b) immediately remove all customer Equipment from, and vacate, the related Collo Space and, as applicable, the Premises; and (c) pay any early Termination Charges.

4.2 Early Termination Charges. If the Customer terminates any Services for reasons other than for Cause prior to the conclusion of their Minimum Service Term, Customer will immediately pay CenturyLink early termination charges equal to: (a) all unpaid non-recurring charges, if any; (b) all unpaid monthly recurring charges multiplied by the number of months remaining in the Minimum Service Term; and (c) any charges imposed by the owner of the Premises, to the extent (a) and (b) are insufficient to cover such owner-imposed charges.

5. CUSTOMER RIGHTS AND OBLIGATIONS

5.1 Customer will use the Collo Space (and, as allowed, the Premises) solely for the purpose of installing, maintaining and operating Customer Equipment, and other appropriate personal property of Customer, to interconnect with the CenturyLink domestic network and CenturyLink-approved local access termination. CenturyLink does not grant Customer the right to interconnect, and

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specifically prohibits Customer from interconnecting, with any other occupant within the Premises. All connections to the Customer's collocation bays must be made by CenturyLink and go through the CenturyLink owned demarcation point.

5.2 Unless Customer provides CenturyLink written notice to the contrary within 10 calendar days after the Delivery Date, Customer is deemed to have accepted the delivery of the Service "AS IS" and "WITH ALL FAULTS".

5.3 Customer must obtain written approval from CenturyLink prior to: (a) installing, interconnecting, adding, upgrading, altering, or decommissioning Customer's equipment in the Collo Space; or (b) performing any activity that could increase any cost to CenturyLink, or otherwise affect the Premises. To obtain such approval, Customer must provide CenturyLink with: (i) the names and addresses of each proposed contractor and subcontractor; (ii) a summary of the qualifications and experience of each contractor and subcontractor; (iii) a description of the services to be performed; (iv) the planned dates and times of such activities; (v) a confirmation that Customer has provided each contractor and subcontractor with a copy of CenturyLink's or the Premises owner's policies and procedures, or both, as applicable; and (vi) confirmation that such contractor or subcontractor has agreed to comply with the same.

5.4 Customer, at its sole cost, will ensure that all operation, maintenance, installation, interconnection, addition, upgrade, or alteration, as well as any physical access, within the Premises complies with (a) all manufacturers' specifications, (b) all industry quality assurance standards (e.g. NEBS, IEEE, Bellcore, Telcordia) as supplemented by CenturyLink, (c) all applicable law or regulations, and (d) all policies of CenturyLink and the Premises owner.

5.5 Customer at its own cost and expense, will protect, maintain and keep in good order the Collo Space and any equipment in the Collo Space, not allowing any debris or supplies to be left in or about the Premises. In its use of the Premises, Customer will not cause interference, or allow the operation of its equipment to cause interference, with CenturyLink or any other occupant of the Premises. Customer will not store, or cause to be placed, anything on the Premises without the written permission of CenturyLink, and relieves CenturyLink of any liability for, and indemnifies CenturyLink against claims related to, any such property placed on the Premises. CenturyLink may suspend any or all of the Services upon notice to Customer if: (a) in CenturyLink's reasonable discretion, Customer or its equipment has created an emergency situation endangering the Premises, equipment or personnel, related to CenturyLink's operation or maintenance of the Premises or with one or more of its other customers' use thereof ("Emergency Situation"), and Customer fails to cure such situation after one hour of being notified of the same; or (b) in CenturyLink's reasonable discretion, Customer or its equipment has the potential to cause an Emergency Situation related to CenturyLink's operation or maintenance of the Premises or with one or more of its other customers' use thereof, and Customer fails to cure or avoid such situation after 48 hours of being notified of the same. If CenturyLink suspends a Service pursuant to this Section, CenturyLink will resume the discontinued Service within 24 hours after it is reasonably satisfied Customer has cured the condition, which gave rise to CenturyLink's right to suspend the Service. Any period of suspension pursuant to this Section will not constitute a Service outage or interruption.

5.6 Customer will pay or cause to be paid all additional costs and expenses incurred: (a) for work undertaken by Customer or by CenturyLink on the Customer's behalf, on or about the Premises; and (b) for removal or relocation of equipment or facilities associated with the provisions of this Section, "CUSTOMER RIGHTS AND OBLIGATIONS".

5.7 Except as provided in Section 5.10 and 6.4, this Agreement does not in any way convey any interest in the Collo Space or the Premises, or to any equipment or property of either party or the equipment or property of either party's affiliates, customers, agents or licensees, whether located in the Premises, or elsewhere.

5.8 Customer must obtain written consent from CenturyLink, which CenturyLink may grant or withhold in its sole discretion, prior to installing any equipment controlled by Customer but not 100% owned by Customer ("Third Party Equipment") in the Collo Space. Customer must at all times control all Third Party Equipment located in the Collo Space. The installation and operation of any Third Party Equipment will be subject to all terms of this Exhibit and the Agreement.

5.9 Customer will indemnify CenturyLink against, and hold CenturyLink and the Premises free and clear of and from, all mechanics' liens and claims of liens, and all other liabilities, liens, claims and demands on account of work done by or on behalf of Customer. If any lien is filed at any time against the Premises, or any part thereof, Customer will cause such lien to be discharged of record within 10 business days after filing, except if Customer desires to contest such lien, then Customer will furnish CenturyLink, within such ten day period, security reasonably satisfactory to CenturyLink of at least 150% of the amount of the claim, plus estimated costs and interest. Upon a final judgment establishing the validity or existence of a lien for any amount, Customer will pay and satisfy the same without delay. If Customer fails to pay any charge for which a mechanics' lien has been filed, and has not given CenturyLink security as described above, CenturyLink may, at its sole discretion, pay such charge and related costs and interest. Customer will immediately owe CenturyLink any amount so paid, together with reasonable attorneys' fees incurred in connection with such lien. Nothing contained in this Exhibit will be deemed to constitute a consent or agreement of CenturyLink to subject the Premises to liability under any mechanics' or other lien law. If Customer receives notice of a lien being filed against the Premises, or of any action affecting title to the Premises being commenced on account of work done by or on behalf of, or materials furnished to or for, Customer, Customer will immediately give CenturyLink notice of such occurrence. CenturyLink will have the right to post notices of non-responsibility or similar notices on the Premises in order to protect the Premises against any such liens.

5.10 Within 15 calendar days of the expiration or earlier termination of this Exhibit or Services, or when the removal of Customer equipment is required or allowed according to the terms set forth herein, Customer will remove, at its sole cost, all equipment, alterations, additions and improvements made or installed by Customer, and restore the Collo Space, and the surrounding Premises impacted by Customer's use of the Collo Space, to the same condition as when provided to Customer, reasonable wear and tear excepted. If Customer fails to remove all equipment and other personal property from the Collo Space within this 15 calendar day period, CenturyLink may remove such items and charge the Customer an amount totaling all actual costs of such removal. Customer waives any damages occasioned by CenturyLink removing the equipment. CenturyLink will return any equipment and personal property so removed to Customer upon payment in full of any early termination charges, all storage costs,

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and any other charges due under this Exhibit. If, 30 calendar days after such removal, Customer has not requested the return of the equipment and personal property and paid any sums owed, then CenturyLink may exercise all rights of ownership over any equipment and property abandoned, including the right to sell same and retain possession of any sale proceeds. CenturyLink's exercise of any remedies under this Section will be without prejudice to any other available remedies. Customer agrees to defend and indemnify CenturyLink, its employees, contractors, and agents from and against any and all claims (including without limitation attorneys' fees and court costs) incurred in connection with CenturyLink's exercise of any remedies under this Section.

6. CENTURYLINK RIGHTS AND OBLIGATIONS

6.1 CenturyLink hereby reserves all rights, including, without limitation, the right to: (a) provide other space in the Premises to other users; (b) access the Customer's Collo Space; and (c) exercise or grant other rights not inconsistent with the rights granted under the Agreement.

6.2 CenturyLink will use its best efforts to deliver the Collo Space to Customer as scheduled. If for any reason CenturyLink does not deliver the Collo Space to Customer on the agreed upon date, CenturyLink will not be liable to Customer for any resultant loss or damage.

6.3 Upon 60 calendar days' written notice to Customer, CenturyLink may relocate, at its sole discretion, any Premise or any Collo Space within a Premise, in whole or in part. Upon notice of such relocation, Customer may terminate the Service subject to all obligations set forth herein.

6.4 CenturyLink, at its sole discretion, will have the right to disapprove, reject or require the removal of (a) any equipment within the Collo Space; (b) any alterations, modifications or additions to the Collo Space or Premises or (c) any contractor or subcontractor selected for work in the Collo Space and Premises. All such approvals are valid only if given by CenturyLink's "Director Operations". If an agreement with a lessor or other party holding a superior interest in the Premises requires these approvals, CenturyLink, not Customer, will submit the written request to the other party for approval. Customer's use of the equipment, Collo Space or contractors will be subject to such other party's approval as set forth in such underlying lease or other agreement.

6.5 The Collo Space will have: (a) HVAC sufficient to maintain an ambient temperature of 50° F to 86° F and relative non-condensing humidity; (b) AC power consisting of commercial, unprotected and interruptible 110 volt, 20 amp each, single phase, duplex outlet, for testing of equipment only except as set forth in the Collo Order (including commercial unprotected AC power for non-testing purposes); (c) unless otherwise specified, negative 48 volts DC power consisting of fused 30 amp A and B feeds for each rack; (d) fire suppression system compliant with local, state, and federal laws and regulations; (e) battery reserve, as is available to CenturyLink, generally four hours where Premises has a generator, or eight hours where the Premises does not have a generator; and (f) grounding connection between the CenturyLink site ground and the CenturyLink provided bays. Customer is responsible for installing media panels to tie down coax and fiber terminations, and to connect the power cabling to Customer-provided fuse channels within the collocation rack. CenturyLink will provide all such Cross Connects to the point of demarcation under the observation and reasonable direction of Customer's personnel. Customer accepts sole responsibility for such Cross Connects performed by CenturyLink. CENTURYLINK WILL HAVE NO DUTY TO MONITOR, MAINTAIN, OR CARE FOR THE EQUIPMENT INSTALLED BY OR FOR CUSTOMER.

7. ACCESS TO FACILITY:

7.1 Shared Access. Customer must comply with the policies of CenturyLink and the owner of the Premises when accessing the Premises, including the payment of any charges imposed by the owner. CenturyLink will provide Customer the access policies upon request. Customer, or Customer's representative, when accessing the Premises must display appropriate identification to CenturyLink's representative upon request. A CenturyLink representative must accompany any Customer personnel or representatives while on the Premises.

7.2 Scheduling. Customer will schedule access to the Premises through any number or contact person provided for by the owner of the Premises and, if necessary, through CenturyLink's Access Control Center.

7.3 Safety Training. All employees and contractors of Customer entering upon any railroad right of way without a CenturyLink escort must successfully complete railroad safety training for the applicable railroad at Customer's expense.

8. INSURANCE

8.1 At its own cost, Customer will carry and maintain the insurance coverage listed below with insurers having a minimum "Best's" rating of A- VII at all times during the Service Term. Customer will require its subcontractors and agents, who access the Premises, to maintain the same insurance.

8.1.1 Commercial General Liability insurance must cover claims for bodily injury, death, personal injury or property damage (including loss of use) occurring or arising out of the license, use or occupancy of the Premises by Customer, including coverage for Premises-operation, products/completed operations and contractual liability with respect to the liability assumed by Customer hereunder. The limits of insurance will not be less than:

Each Occurrence	\$5,000,000
General Aggregate	\$10,000,000
Products/Completed Operations	\$5,000,000

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Personal & Advertising Injury \$5,000,000

8.1.2 Workers' Compensation insurance with statutory limits as required in the state(s) of operation must cover any employee or representative of Customer entering onto the Premises, even if not required by statute. Employer's Liability or "Stop Gap" insurance must have limits of no less than one hundred thousand dollars (\$100,000) for each accident.

8.1.3 Comprehensive Commercial Automobile Liability insurance must cover all Customer owned, non-owned and hired motor vehicles used in connection with the Collo Space obtained under this Exhibit, with limits of at least one million dollars (\$1,000,000) per occurrence for bodily injury and property damage.

8.1.4. All Risk Property Insurance with respect to any equipment and property owned by Customer for its full replacement value.

8.1.5 Customer must obtain any other insurance coverage specifically required under CenturyLink's right-of-way agreements with railroads or other third parties.

8.2 The Customer may obtain the insurance limits through any combination of primary and excess or umbrella liability insurance. Customer will forward to CenturyLink certificate(s) of insurance upon execution of this Exhibit and upon any renewal of the insurance during the Service Term. The certificate(s) will provide that Customer has named CenturyLink Communications Company, LLC (and its participating affiliates) as additional insured with respect to this Exhibit and coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by CenturyLink. Customer may self insure the types and amounts of insurance listed above, only if (i) Customer sustains total stockholder equity/net worth of no less than one hundred million dollars (\$100,000,000), and (ii) Customer's program of self insurance providing protections to Customer is no less than those set forth above.

8.3 Except as specifically set forth in this Exhibit, CenturyLink and Customer waive all rights of recovery, claim, action or cause of action against the other, its agents (including partners, both general and limited), trustees, officers, directors, agents and employees, for any loss or damage that may occur to the Premises, or any improvements to the Premises, or any property of such party in the Premises, arising from any cause covered by any insurance carried by such party, including negligence of the other party. CenturyLink and Customer will cause their respective insurers to issue appropriate waiver of subrogation rights' endorsements to all property insurance policies carried in connection with the Premises or its contents.

8.4 Customer will comply with any insurance requirement(s) imposed pursuant to any agreement between CenturyLink and the owner of the Premises. CenturyLink will provide Customer with notice of any such applicable requirements.

9. CROSS-CONNECTION COMPONENT

9.1 Where facilities are available, and at CenturyLink's sole discretion, CenturyLink may construct, install, and maintain certain cross connection facilities pursuant to the terms in this Section (collectively and individually "Cross Connects"). All cross connects must be provisioned by CenturyLink.

9.2 CenturyLink will provide Customer Cross Connects using fiber strands or coax cable facilities to connect the designated CenturyLink FDP or DSX to the Collo Space as specified in the Collo Order. CenturyLink will designate one wire or fiber of each cable pair set as "transmit" and the other as "receive."

9.3 CenturyLink will retain ownership of the Cross Connects at all times.

9.4 Customer will provision the Cross Connects to the Customer at the signal or transmission levels and the quality of signal transmission, as well as within the electrical or optical characteristics for such signal levels, in accordance with industry and CenturyLink standards for the same, and in a manner which does not damage, harm, degrade or cause alarms on any facilities or network. Customer will also use its best efforts to ensure a prompt response time for Cross Connects failures on Customer's side of the CenturyLink demarcation.

9.5 The term of the Cross Connects hereunder is coterminous with the term of the Minimum Service Term or Service Term for the respective Collo Space, except that CenturyLink may terminate any Cross Connects not in use by Customer, without liability, after 30 calendar days' written notice.

**SERVICE EXHIBIT COLLO2
COLLOCATION SERVICE EXHIBIT
WHOLESALE SERVICES AGREEMENT**

COLLOCATION ORDER FORM

REQUEST NO. # RESERVATION NO. #
LOCATION OF THE FACILITY: IT space at the QCC Eugene Access IP POP

THE EQUIPMENT SPACE:

Number of bays/racks: One (1)
Dimensions of each bay/rack: [STANDARD: 23" wide by 15" deep and 84" tall]
Space Type: Common

POWER:

DC Power Requirements (-48V DC power is to be maintained at 80% draw factor threshold.)

Bay #	Total A Feed amps	Total B Feed amps	Breakers (A&B) 20 amp	Breakers (A&B) 30 amp	Breakers (A&B) 40 amp	Breakers (A&B) 60 amp	Breakers (A&B) 100 amp	Breakers (A&B) Other
	30	30		x				

AC Power Requirements – Test & Courtesy Power (all test AC power is 110 V AC): N/A

Bay #	Breaker 10 amps	Breakers 20 amps	Receptacle Dual	Receptacle Quad

Standard receptacle only installed for test and courtesy power.

AC Power – Operational Dedicated Power (UNPROTECTED): N/A

Bay #	110VAC	220VAC	Breakers 10 amp	Breakers 20 amp	Breakers 30 amp	Breakers 40 amp	Breakers 50 amp

SIGNAL INTERFACE:

Dark Fiber : ☐ Electrical: ☐ Optical: ☒
Type: SM Connection: FC Bit Rate: Wave

Fibers Terminations Requested (Optical):

Counts:	Connectors
2 (1 pair)	FC
4 (2 pairs)	
6 (3 pairs)	
12 (6 pairs)	

Coaxial Cables DS3 Terminations Requested (DSN): N/A

Counts:	Connectors
2 (1 pair)	BNC
4 (2 pairs)	
6 (3 pairs)	
8 (4 pairs)	

All connections to the Customer's collocation bays must be made through the Qwest owned demarcation point. All cross connects are provisioned by Qwest. All completed termination connections to a demarcation (points) bays are available in Qwest provisioning database for immediate use. Qwest's Cross-Connect charge is as follows: for Cross-Connects between Customer's Equipment Space to the corresponding Qwest point of termination demarcation point, Customer will be charged a standard Non-Recurring Charge of One Hundred Fifty dollars (US\$150) for both DSN (DS3) and OCN level per Cross-Connect; Customer shall pay a Monthly Recurring Charge of Two Hundred Fifty dollars (US\$250) per month per DSN (DS3) level per Cross-Connect and Four Hundred dollars (US\$400) per month per OCN level per Cross-Connects

LICENSE FEES AND OTHER CHARGES:

Term: 60 months.

	Racking	Power
Telco Collocation:	23"W x 15"D x 84"T 2 - post Telco Rack	48V DC power fused at 30 amps A&B feeds
	NRC	MRC
Rack install	\$ 1,025.00	Space \$ 1,200.00
Power Install	\$ 1,100.00	Power \$ 480.00
Total	\$ 2,125.00	\$ 1,680.00

NOTES, SPECIAL REQUIREMENTS: QC ROADM CABINET NEEDS TO BE PLACED IN THE QCC IP POP SO THE DSL TRAFFIC IS CARRIED TO THE QCC BRAS ROUTERS. SINCE THERE ARE LIMITED FIBERS BETWEEN EUGNOR76 AND EUGNOR53 & 28 FOR THE 10GE CKTS, PLACING THE QC ROADM IS THE BEST OPTION.

Qwest Corporation COST ALLOCATION MANUAL

SECTION IV: Chart of Corporate Affiliates

SECTION V: Statement of Transactions with Affiliates

SECTION V1: Cost Allocation Tables

(as filed with FCC on December 31, 2007)

**THE ABOVE WERE FILED IN ELECTRONIC FORM ONLY WITH THE
QWEST CORPORATION 2007 ANNUAL REPORT.
AS A RESULT OF THE FOREBEARANCE ORDER OF THE FCC
(FCC-08-203) THAT IS THE LAST COST ALLOCATION MANUAL.**

2012

AFFILIATED COMPANIES

BALANCE SHEETS

AND

INCOME STATEMENTS

ARE PROPRIETARY

CONFIDENTIAL/PROPRIETARY INFORMATION CLASSIFICATION RATIONALE

STATE: Montana

DESCRIPTION/TITLE OF INFORMATION:	Subsidiaries Balance Sheet & Income Statement Information
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Confidential/Proprietary Designation Rationale:

Knowledge of detailed balance sheet and income statement information for each subsidiary is limited to employees who have a business need to know each of the respective subsidiaries and at corporate headquarters. Specific measures to guard the confidentiality of this information cover not only disclosure, but also transmission, reproduction, and destruction of this proprietary information.

Disclosure of balance sheet and income statement information for individual subsidiaries is not made available outside of Qwest unless it is for business reasons such as financial loan or contractual requirements. In these cases, the information is required to be kept confidential. Disclosure of financial information to the public is generally limited to the consolidated Qwest Services Corporation level, in accordance with SEC regulations. The individual subsidiary financial statements may be considered material insider information under Federal and State Securities laws.

The revenue, expenses and balance sheet information is tantamount in many instances to line of business data that can give competitors valuable insights into specific Qwest subsidiaries and their activities regarding pricing and expenditure strategies and give them an unfair advantage to attract Qwest customers. This information discloses line of business profitability, sales and investment data. In other instances, the corporation could be negatively affected in its competitive environment if information regarding its cost structure and R&D activity is released publicly.

Significant expenditures have been made in the design, development, and maintenance of systems that initiate process and collect financial data. The need to protect confidential information is stressed throughout the process and is the ongoing subject of internal audit review.

Qwest Corporation – Montana

Calendar Year 2012 ARMIS Reports

By orders FCC 08-120, FCC 08-203 and FCC 08-271, the Federal Communications Commission (FCC) granted AT&T, Verizon and Qwest forbearance from most ARMIS reporting requirements. Consequently, beginning with calendar year 2008, and with limited exceptions, Qwest no longer files ARMIS reports. The exceptions include the ARMIS Operating Data Report, Table III, cols. FC, FD, FE (FCC 08-203 ¶19) and FI (FCC 08-203 ¶20). In addition, Qwest must collect data required for the ARMIS Service Quality and Customer Satisfaction Reports until September 6, 2010 and make the data publicly available. (FCC 08-203 ¶¶12, 21 and ¶48)

All ARMIS data that Qwest files with the FCC can be obtained at the FCC's ARMIS website: <http://www.fcc.gov/wcb/armis/>