

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE (this "Agreement" or "Settlement Agreement") is made and entered into effective July 1, 2005 (the "Effective Date") by and between AT&T Corp., a New York corporation, its subsidiary AT&T Communications of the Pacific Northwest, Inc., (collectively, the "AT&T Entities"), and Qwest Corporation, a Colorado corporation ("Qwest"), (the AT&T Entities and Qwest are each referred to, individually, as a "Party" and, collectively, as the "Parties").

WHEREAS, the AT&T Entities have leased space in conduit facilities owned by Qwest and located in the state of Washington pursuant to series of facilities licensing agreements between the parties (the "Licensing Agreements").

WHEREAS, the AT&T Entities have disputed Qwest's billing for the conduit access leased to them in Washington.

WHEREAS, on or about August 8, 2004, AT&T Communications of the Pacific Northwest, Inc., filed a formal complaint with the Washington Utilities and Transportation Commission ("Commission"), Docket No. UT-041394 concerning the rates that Qwest has charged AT&T Corp. for access to Qwest's conduits located in the state of Washington ("Washington Complaint").

WHEREAS, AT&T Communications of the Pacific Northwest, Inc. has previously entered an interconnection agreement with Qwest pursuant to Section 252 of the Communications Act of 1934, as amended, (the "Existing Interconnection Agreement"), and this Existing Interconnection Agreement is currently in effect in Washington.

WHEREAS, the Parties presently seek to resolve these claims and disputes relating to the AT&T Entities' occupancy of Qwest's conduit facilities in the Washington.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, each on its own behalf and on behalf of its respective successors and assigns, hereby agree as follows:

1. Future Conduit Ordering

The AT&T Entities and Qwest shall take the actions described below to convert the AT&T Entities' occupancy of conduit space in Washington from the rates, terms, and conditions of the Licensing Agreements to the rates, terms, and conditions of the Existing Interconnection Agreement applicable to Washington.

(a) Attached hereto as Attachment 1 to this Agreement are "Poles/Innerduct Orders" completed and executed by AT&T Communications of the Pacific Northwest, Inc., which describe with specificity each of the conduit facilities which the AT&T Entities shall hereafter lease from Qwest pursuant to the rates, terms and conditions of the Existing Interconnection Agreement applicable to Washington. Qwest and the AT&T Entities note that the Poles/Innerduct Orders are order forms attached to their Existing Interconnection Agreement, that the AT&T Entities are simply placing orders pursuant to the terms and conditions contained in the Existing Interconnection Agreement, and that the Federal Communications Commission stated in its interpretive ruling on Section 252 of the Communications Act that "forms completed by carriers to obtain service pursuant to terms and conditions set forth in an interconnection agreement do not constitute either an amendment to that interconnection agreement or a new interconnection agreement that must be filed under section 252(a)(1)." *See In the Matter of Qwest Communications International Inc. Petition for Declaratory Ruling on the Scope of the Duty to File and Obtain Prior Approval of Negotiated Contractual Arrangements under Section 252(a)(1), Memorandum Opinion and Order, 17 FCC Rcd 19337, 19343 (2002), para. 13.*

(b) Attached hereto as Attachment 2 to this Agreement is an Agreement to Terminate Licensing Agreements executed by AT&T Corp. and Qwest that effects a termination of each of the Licensing Agreements that are in effect in Washington. *Confidential*

Information REDACTED

(c) As of the Effective Date of this Agreement and pursuant to the steps described in Sections 1(a) and 1(b), the conduit leased by the AT&T Entities in Washington shall be subject to the rates, terms and conditions of the Existing Interconnection Agreement applicable to Washington.

2. Joint Motion to Approve Settlement Agreement and Dismiss Complaint With Prejudice

Within three (3) business days after the Agreement is fully executed by both parties, the AT&T Entities will file the "Joint Motion to Approve Settlement Agreement and Dismiss Complaint With Prejudice" attached hereto as Attachment 3 to this Agreement.

3.

*Confidential Information
REDACTED*

Confidential Information REDACTED

4. Releases.

(a) Effective upon the dismissal of the Washington Complaint and AT&T Corp.'s receipt of the Payment set forth in Section 3, above, and subject only to those two events, each Party, on behalf of itself and its past, present, and future employees, officers, directors, attorneys, representatives, predecessors, successors, permitted assigns, absolutely, unconditionally, completely, and without reservation, hereby releases, acquits, irrevocably remises, and forever discharges the other Party and its respective past, present, and future employees, officers, directors, attorneys, representatives, predecessors, successors, permitted assigns, of and from any and all manner of claims (including claims asserting the filed rate doctrine), counterclaims, costs, expenses, demands, rights, liabilities, damages, potential actions, causes of action, suits, judgments, decrees, and controversies of any kind and nature whatsoever, at law, in equity, or otherwise, whether known or unknown (and whether based on facts known or unknown as of the Effective Date), which have arisen or might arise in the future relating to the rates charged, payments made and billing, prior to the Effective Date of this Agreement, associated with the AT&T Entities' occupancy of conduit facilities owned by Qwest in Washington.

(b) The foregoing release of claims shall not constitute a release of any claims or causes of action for any Party's default under the terms of this Agreement. Nothing herein shall prevent or impair enforcement of rights and remedies in accordance with this Agreement.

5. No Admission.

(a) Nothing in this Agreement shall constitute, or be considered as, an admission of liability or wrongdoing by Qwest or the AT&T Entities, or any agreement by Qwest or the AT&T Entities as to the validity of any of the positions advanced by the other in connection with or relating to the Agreement or the claims and disputes relating to the AT&T Entities' occupancy of Qwest's conduit facilities in Washington.

(b) Neither this Agreement nor any part of it may be used in any way against Qwest or the AT&T Entities in any legal, equitable, or administrative action or arbitration, including without limitation, any proceedings before any commission to determine or otherwise examine or review Qwest's rates, fees, charges, and prices, except in an action to enforce, or seek damages for the breach of, this Agreement.

6. Representations and Warranties.

- (a) The AT&T Entities represent and warrant that:
- (i) AT&T Corp. is a corporation validly existing and in good standing under the laws of the state of New York and has all requisite corporate power and authority to execute and deliver this Agreement on its own behalf and on behalf of its affiliate AT&T Communications of the Pacific Northwest, Inc., and to perform its obligations hereunder;
 - (ii) the execution, delivery and performance of this Agreement by the AT&T Entities will not result in any violation or be in conflict with the charter or by-laws of the AT&T Entities or any agreement, order, judgment, decree, statute, rule or regulation applicable to the AT&T Entities; and
 - (iii) this Agreement is a valid and binding agreement of the respective AT&T Entities.
- (b) Qwest represents and warrants that:
- (i) Qwest is a corporation validly existing and in good standing under the laws of the state of Colorado, and it has all requisite corporate power and authority to execute and deliver this Agreement on its own behalf and to perform its obligations hereunder;
 - (ii) the execution, delivery and performance of this Agreement by Qwest will not result in any violation or be in conflict with the charter or by-laws of Qwest or any agreement, order, judgment, decree, statute, rule or regulation applicable to Qwest; and
 - (iii) this Agreement is a valid and binding agreement of Qwest.
- (c) Each Party represents and warrants that it has the sole right and exclusive authority to execute this Settlement Agreement and to receive payments or credits in settlement of the claims and disputes relating to the AT&T Entities' occupancy of Qwest's conduit facilities in Washington and that it has not sold, assigned, transferred, conveyed, promised, or otherwise disposed of any of the claims, demands, obligations or causes of action released by this Settlement Agreement.
- (d) Each Party represents it is the true and lawful owner of all right, title, and interest in and to the respective claims, demands, liabilities, and causes of action being released hereby and that it has not transferred, assigned, or otherwise encumbered any of the matters released hereby or any part thereof.

(e) Each Party acknowledges, represents and warrants that it has been fully advised by its attorney(s) concerning the execution of this Settlement Agreement, that it has fully read and understands the terms of this Settlement Agreement, and that it has freely and voluntarily executed this Settlement Agreement.

7. Costs and Expenses. The Parties understand and agree that each will bear, and be responsible for the payment of, its costs and expenses incurred in connection with the Washington Complaint and/or the negotiation, preparation, execution and implementation of this Agreement.

8. Entire Agreement. This Agreement represents the entire agreement between the Parties relating to the subject matter hereof and supersedes any other oral or written agreements and understandings relating thereto.

9. Amendments and Waivers.

(a) No modification, amendment or waiver of any of the terms or provisions of this Agreement shall bind either Party unless such modification, amendment or waiver is in writing and has been executed by a duly authorized representative of the Party against whom such modification, amendment or waiver is sought to be enforced.

(b) No delay or omission by either Party in exercising any right or power occurring upon any noncompliance or default by the other Party with respect to any of the terms and provisions of this Agreement will impair any such right or power or be construed to be a waiver thereof. A waiver by either of the Parties of any of the covenants, conditions or agreements to be performed by the other will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement contained in this Agreement.

10. Notices. All notices, requests or other communications in connection with or relating to this Agreement must be in writing and sent by (a) certified mail, with return receipt requested, (b) Federal Express or other overnight service or (c) by facsimile and regular mail. A notice shall be deemed to have been delivered on the date that it was sent.

The AT&T Entities will send all notices under this Agreement to:

Jeff Hubbard
Director - Technical Regulatory
Qwest Corporation
700 West Mineral Avenue
Room MNH20.19
Littleton, Colorado 80120

Fax: 303-707-9577

with a copy to:

Michael B. Adams, Jr., Esq.
Senior Attorney
Qwest Legal Department
1801 California Street, 10th Floor
Denver, Colorado 80202
Fax: 303-896-1107

Qwest will send all notices under this Agreement to:

AT&T Corp.
One AT&T Way
Bedminster, NJ 07921
Attention: Law Department – Network

with a copy to:

AT&T Corp.
3001 Cobb Parkway, NW
Atlanta, GA 30339
Attention: Network Right of Way

with a copy to:

AT&T Corp.
55 Corporate Drive
Bridgewater, NJ 08807
Attention: Global Real Estate Department

A Party may, by written notice, designate a different address for notices, requests or other communications or different or additional persons to be notified or to receive requests or other communications.

11. Choice of Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of Washington, without reference to its choice of law principles.
12. Confidentiality. Except for submission of this Agreement under protective order to the Commission for approval, neither this Agreement nor its terms and provisions, nor the existence

or substance of any discussions leading up to this Agreement, shall be disclosed by either Party to any person or entity who is not a party to this Agreement. Notwithstanding the foregoing sentence, this Section 12 shall not preclude either Party from disclosing this Agreement or its terms and provisions: (a) to any affiliate of a Party who has a need to know such information, provided that such affiliate agrees in advance to abide by the terms of this Section 12; (b) to the accountants, funding sources and outside attorneys (other than those involved in the drafting of this Agreement) of a Party who have a need to know such information, provided that each such recipient agrees in advance to abide by the terms of this Section 12, which agreement to abide by the terms of this Section 12 shall be made in writing and provided to the other Party; (c) for the limited purpose of enforcing the terms of the Agreement or resolving a dispute arising under the terms of this Agreement; or (d) as may be required by applicable law or regulation or by order of a governmental body of competent jurisdiction, *provided, however*, that, prior to any such disclosure under this subsection (d), the disclosing Party shall promptly notify the other Party in writing prior to making such disclosure in order to afford the non-disclosing Party an opportunity to seek a protective order or other appropriate remedy to prevent public disclosure, *provided, further*, that the disclosing Party shall cooperate with the non-disclosing Party in seeking to obtain such an order or other remedy; and *provided, further*, that if the non-disclosing Party is not successful in obtaining such protective order or other remedy preventing or limiting the required disclosure, the disclosing Party shall disclose this Agreement or its terms and provisions only to the minimum extent required by such law, regulation or order.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

14. No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship between Qwest and any customer of the AT&T Entities or any other person or entity or between the AT&T Entities and any customer of Qwest, or any other person or entity.

15. Joint Work Product. The Parties acknowledge that this Agreement is the joint work product of the Parties, that, for convenience, this Agreement has been drafted in final form by Qwest and that, accordingly, in the event of ambiguities in this Agreement, no inferences shall be drawn against either Party on the basis of authorship of this Agreement.

16. Captions. The Parties acknowledge that the captions in this Agreement have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any provision of this Agreement.

17. Use of Documentation. The Parties agree not to use documents produced during the course of negotiations, including position papers, memoranda, e-mails or other communications otherwise made by and between the Parties, their subject matter experts, business representatives

or other consultants, and further agree that such data shall remain confidential and not available for the purposes of litigation or otherwise presented publicly or under seal or other proprietary protection in any forum, unless compelled to do so under an order issued by a state or federal court or administrative agency; provided, however, that either Party is free to use any documents which that Party itself produced during the course of such negotiations provided that such documents do not reflect confidential settlement discussions.

18. No Warranties. Except as explicitly set forth in this Settlement Agreement, there are no representations, warranties, or inducements, whether oral, written, expressed, or implied, that in any way affect or condition the validity of this Settlement Agreement or alter its terms.


19. Execution as Condition Precedent. A condition precedent to the enforceability of this Settlement Agreement is the execution of this Settlement Agreement by all parties.

20. Assignment. Neither Party may assign this Settlement Agreement or any right or interest under this Settlement Agreement, nor delegate its obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment or delegation in contravention of the foregoing shall be void and ineffective. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives under seal.

AT&T CORP.

(on its own behalf and behalf of its Affiliate AT&T Communications of the Pacific Northwest, Inc.).

By: 

Name: Anthony Giovannucci

Title: Director, Media Engineering

Date: July 1, 2005

QWEST CORPORATION

By: _____

Name:

Title:

Date:

Attachment 1

**Exhibit D
ATTACHMENT 2
Poles/Innerduct Order**

General Agreement AT&T
BAN Number: REDACTED

****NOTE: THIS FORM WILL BE COMPLETED BY QWEST AND SENT TO CLEC FOR SIGNATURE****
 Make-ready Work required: Yes () No (X) Date Received _____

If Yes is checked, estimated Make-ready costs: \$ _____

The following Attachments are hereby incorporated by reference into this Order:

1. Term - Effective Date - **Effective from date of execution. By agreement, first annual payment will be due on Jan. 1, 2006. Term will thereafter renew on Jan. 1 of each year, at the annual rate specified below.**
2. Summary of Field Results (including Make-Ready work if required).
3. When placing fiber, CLEC must:
 - a. provide Qwest representative, a final design of splice, racking and slack locations in Qwest utility holes.
 - b. tag all equipment located in/on Qwest's facilities from beginning of the route to the end, and at the entrance and exit of each utility hole with the following information: (1) CLEC's Name and Contact Number, (2) Contract Number and Date of Contract, (3) Number of Fibers in the Innerduct and Color of Occupied Innerduct.

Annual Recurring Charges for this Permit:

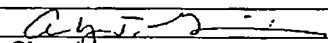
	Annual Charge	Quantity	Total Annual Charge
1. Pole Attachment, Per Pole	\$ /		\$
2. Innerduct Occupancy, Per Foot	\$.39	REDACTED	\$ REDACTED
3. Request conf. call for Construction?	YES X NO		

Please check YES if construction by Qwest is needed for access to Qwest manholes (e.g. core drills, stubouts, not innerduct placement) For Poles, quantity is based on the number of vertical feet used (One cable attachment = one foot). If you do not place an order at this time, these Poles/Innerduct will be assigned on a first come-first served basis.

Additional Comments: THE ESTIMATED COSTS ARE FOR THE INSTALLATION OF INNERDUCT OR REARRANGEMENT PER THE WORK SHEETS. THE ANNUAL RECURRING CHARGE FOR YEAR 2001 HAS BEEN PRORATED TO ___0 (/DAY * DAYS). PLEASE PROVIDE PAYMENT FOR THE MAKE-READY COSTS AND THE PRORATED 2001 RECURRING FEE ALONG WITH THIS SIGNED ORDER

By signing below and providing payment of the Make-ready costs and the first year's prorated Annual Recurring Charge (or, if CLEC requests Semiannual billing, then the first half-year's prorated Semiannual Recurring Charge), the CLEC desires Qwest to proceed with the Make-ready Work identified herein and acknowledges receipt of the General Terms and Conditions under which Qwest offers such Poles/Innerduct. By signing this document you are agreeing to the access described herein. Quotes expire in 90 days.

Return this signed form and check to: ~~Manager, Joint Use Supervisor, Suite 101, 6912 S. Quentin, Englewood, CO 80412~~ 700 W. Mineral Ave, MT/H28.18, Littleton, CO 80120. Send a copy to: wsst@qwest.com

AT&T Communications of the Pacific Northwest, Inc.	Qwest Corporation
	
Signature	Signature
Name Typed or Printed	Name Typed or Printed
Anthony Giovannucci	Terri Walters
Title	Title
Director, Media Engineering	Customer Account Consultant
Date July 1, 2005	Date

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	Qwest Corporation
Signature	Signature <i>Terri Walters</i>
Name Typed or Printed	Name Typed or Printed Terri Walters
Title	Title Customer Account Consultant
Date	Date <i>7-1-05</i>

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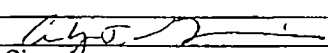
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AT&T Communications of the Pacific Northwest, Inc.	Qwest Corporation
	
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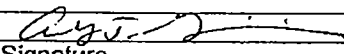
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AT&T Communications of the Pacific Northwest, Inc.	Qwest Corporation
	
Signature	Signature
Name Typed or Printed	Name Typed or Printed
Anthony Giovannucci	Terri Walters
Title	Title
Director, Media Engineering	Customer Account Consultant
Date July 1, 2005	Date

**Exhibit D
ATTACHMENT 2
Poles/Innerduct Order**

General Agreement AT&T _____

BAN Number: REDACTED _____

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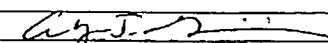
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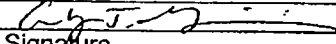
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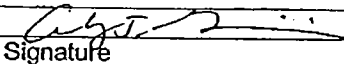
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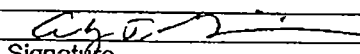
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Return this signed form and check to: **Manager, Joint Use Supervisor, Suite 401, 6912 S. Quentin, Englewood, CO 80112-700 W. Mineral Ave, MT/H28.18, Littleton, CO 80120.** Send a copy to: wsst@qwest.com

	Qwest Corporation
Signature	Signature <i>Terri Walters</i>
Name Typed or Printed	Name Typed or Printed Terri Walters
Title	Title Customer Account Consultant
Date	Date <i>7-1-05</i>

**Exhibit D
ATTACHMENT 2
Poles/Innerduct Order**

General Agreement AT&T
BAN Number: REDACTED

****NOTE: THIS FORM WILL BE COMPLETED BY QWEST AND SENT TO CLEC FOR SIGNATURE****
 Make-ready Work required: Yes () No (X) Date Received _____

If Yes is checked, estimated Make-ready costs: \$ _____

The following Attachments are hereby incorporated by reference into this Order:

1. Term - Effective Date - *Effective from date of execution. By agreement, first annual payment will be due on Jan. 1, 2006. Term will thereafter renew on Jan. 1 of each year, at the annual rate specified below.*

2. Summary of Field Results (including Make-Ready work if required).

3. When placing fiber, CLEC must:

- a. provide Qwest representative, a final design of splice, racking and slack locations in Qwest utility holes.
- b. tag all equipment located in/on Qwest's facilities from beginning of the route to the end, and at the entrance and exit of each utility hole with the following information: (1) CLEC's Name and Contact Number, (2) Contract Number and Date of Contract, (3) Number of Fibers in the Innerduct and Color of Occupied Innerduct.

Annual Recurring Charges for this Permit:

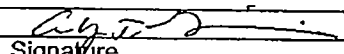
	Annual Charge	Quantity	Total Annual Charge
1. Pole Attachment, Per Pole	\$ _____ /		\$ _____
2. Innerduct Occupancy, Per Foot	\$.39	REDACTED	\$: REDACTED
3. Request conf. call for Construction?	___ YES ___ X NO		

Please check YES if construction by Qwest is needed for access to Qwest manholes (e.g. core drills, stubouts, not innerduct placement) For Poles, quantity is based on the number of vertical feet used (One cable attachment = one foot). If you do not place an order at this time, these Poles/Innerduct will be assigned on a first come-first served basis.

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AT&T Communications of the Pacific Northwest, Inc.		Qwest Corporation
		
Signature		Signature
Name Typed or Printed		Name Typed or Printed
Anthony Giovannucci		Terri Walters
Title		Title
Director, Media Engineering		Customer Account Consultant
Date July 1, 2005		Date

**Exhibit D
ATTACHMENT 2
Poles/Innerduct Order**

General Agreement AT&T _____

BAN Number: REDACTED _____

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	Qwest Corporation
Signature	Signature <i>Terri Walters</i>
Name Typed or Printed	Name Typed or Printed Terri Walters
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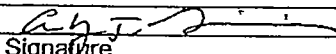
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AT&T Communications of the Pacific Northwest, Inc.	Qwest Corporation
	
Signature	Signature
Name Typed or Printed	Name Typed or Printed
Anthony Giovannucci	Terri Walters
Title	Title
Director, Media Engineering	Customer Account Consultant
Date July 1, 2005	Date

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Signature	Signature <i>Terri Walters</i>
Name Typed or Printed	Name Typed or Printed Terri Walters
Title	Title Customer Account Consultant
Date	Date <i>7-1-05</i>

Attachment 2

Agreement to Terminate Licensing Agreements


It is the intent of the signatories that, from the effective date of the attached Confidential Settlement Agreement And Release by and between Qwest Corporation and AT&T Corp., on behalf of itself and its affiliate AT&T Communications of the Pacific Northwest, Inc. (jointly "AT&T Entities") (the "Confidential Settlement Agreement"), the AT&T Entities shall occupy certain conduit space owned by Qwest Corporation in the state of Washington (the "Subject Conduit") pursuant to the rates, terms and conditions set forth in the Interconnection Agreement between Qwest Corporation and AT&T Communications of the Pacific Northwest, Inc.

To that end, Qwest Corporation and AT&T Corp., on behalf of itself and its affiliate, as of the effective date of the Confidential Settlement Agreement, hereby agree to terminate any and all agreements pursuant to which AT&T Corp. and/or its affiliate occupied the Subject Conduit prior to the effective date of the Confidential Settlement Agreement (the "License Agreements") including, without limitation, License Agreement No. WA-001C.

All rights and obligations of the parties under such License Agreements shall cease upon termination of the License Agreements. Termination of such License Agreements, however, shall not prevent or impair the enforcement of any rights or remedies based on breach or performance of the License Agreements prior to the termination of the License Agreements, except to the extent that such rights or remedies relate to the rates charged, payments made, and billing associated with the License Agreements.

AT&T CORP.:
(on its own behalf and behalf of its
Affiliate AT&T Communications of the
Pacific Northwest, Inc.)

QWEST CORPORATION:

By: 
Name

By: _____
Name

Title: Director, Media Engineering

Title: _____

Date: July 1, 2005

Date: _____

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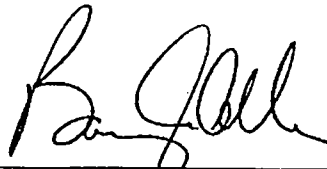
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AT&T CORP.:
(on its own behalf and behalf of its
Affiliate AT&T Communications of the
Pacific Northwest, Inc.)

QWEST CORPORATION:

By: _____
Name
Title: _____
Date: _____

By: 
Name: Barry R. Allen
Title: FVP Operations
Date: 7/2/05