**ATTACHMENT 1**

1. **VOLUME AND TERM PRICE PLAN (“Plan”):**

* This Plan is being offered to the U.S. Government and its agencies on an

individual case basis (“ICB”) pursuant to applicable state regulations.

* The post-merger company will not increase current (as of the execution date of the Agreement) pricing on retail Business Lines with or without CenturyLink/Qwest Packages (single or multi-line), Centrex, Qwest Utility Line™, and PBX trunks for three years after the execution of this Agreement.
* If, at commencement or during the volume and term price plan duration, the rate charged for any Service covered by this Agreement is higher than the price listed in the applicable Tariff, Service Catalog or Price List, then the post-merger company shall reduce the price for such Services to the lower Tariff, Service Catalog or Price List rate, and the price commitment shall apply to such price.
* This Agreement is contingent on the U.S. Government and its agencies in Washington maintaining total service levels that result in billings by the post-merger company that are at least 90% of the average quarterly billings for the four quarters preceding the date of this Agreement. If, after notice from the post-merger company, the total service billings remain continuously below the 80% level for 180 days, the Plan may be terminated by the post-merger company. This Agreement is also contingent upon approval of the Agreement and of the CenturyLink/Qwest merger by the Washington Utilities and Transportation Commission (“WUTC” or “Commission”).
* Customer may move or add Service if the post-merger company commercially offers such options, and Customer agrees to pay all standard applicable charges related to such changes. Services that are added or changed will be covered by this Plan.
* CenturyLink and Qwest commit that all service quality requirements that are part of any WUTC order relating to the proposed merger, as well as any other service quality requirements ordered by the Commission, shall be applicable to service provided to the U.S. Government and its agencies under this Agreement.
* This Agreement may be extended with the mutual consent of the parties. After the initial three years, this Agreement may be terminated by either party with 60 days notice.
* The Plan does not affect existing Federal Government contracts.

1. **EMPLOYEES HOLDING SECURITY CLEARANCES:**

Qwest currently provides services to the U.S. Government under several contracts that require the services of Qwest employees who hold U.S. Government security clearances. Both Qwest and CenturyLink recognize the importance of assuring that the services provided under these contracts are not disrupted by the integration of CenturyLink and Qwest after their merger is finalized. CenturyLink and Qwest therefore commit that the merger of the two companies will not result in a reduction of service quality as a result of the separation from employment of employees who hold security clearances and who are engaged in providing services to the Government that require employees with such clearances, in accordance with contract provisions. CenturyLink and Qwest affirm that no organizational or personnel changes will impair either the post-merger company’s ability to perform under existing contracts or its ability to bid on new contracts that require security clearances of company’s personnel.