



**AFFILIATED INTERESTS SERVICES AGREEMENT
BY AND AMONG
VARIOUS CENTURYTEL ENTITIES**

THIS AFFILIATED INTERESTS SERVICES AGREEMENT (the "Agreement") is made and entered into as of this 1st day of October, 2009, to be made effective as of the dates provided for in Section V below, by and among:

CenturyTel, Inc., its subsidiaries and affiliated companies listed on Exhibit "A" attached hereto as the provider of services, and hereinafter referred to collectively as "SERVICE PROVIDER" on the one hand and CenturyTel, Inc.'s subsidiaries and affiliated companies, all of which are Incumbent Local Exchange Carriers ("ILECs"), listed on Exhibit "B" attached hereto as the procurer of services, hereinafter collectively referred to as "PROCURER OF SERVICES" on the other hand. The listed Exhibit "A" companies, along with any of the individual ILECs on Exhibit "B" can also be a PROCURER OF SERVICES with any of the listed Exhibit "B" ILECs who would then be a SERVICE PROVIDER under this Agreement. SERVICE PROVIDER and PROCURER OF SERVICES may be referred to individually as "Party" and collectively as "Parties". All of the Parties do business generally under the trade name of "CenturyLink".

W I T N E S S E T H:

WHEREAS, the CenturyTel entities listed on Exhibit "A" have been organized for and are presently engaged in the business of operating various types of telecommunications, data, video, printing, premises security and other businesses; and

WHEREAS, the CenturyTel entities listed on Exhibit "B" have been organized for and are presently engaged in the business of operating various telephone systems as public utilities regulated by the state Public Service Commissions in which they operate; and

WHEREAS, the CenturyTel entities listed on Exhibits "A" and "B" intend to engage in various intercompany business transactions so as to efficiently accomplish their varied business goals; and

WHEREAS, SERVICE PROVIDER, acting through its general offices and divisions thereof, have personnel and employees who are qualified and experienced in the management, supervision, accounting, billing & collection, data, maintenance, technical and/or operation of telecommunication personnel, equipment, properties and assets so as to achieve efficient operation of PROCURER OF SERVICES' telecommunication businesses; and

WHEREAS, SERVICE PROVIDER is prepared to furnish such services to PROCURER OF SERVICES as needed, and

WHEREAS, PROCURER OF SERVICES desire to avail itself of these and other related services offered by SERVICE PROVIDER as needed.

I. SERVICES TO BE PROVIDED

The Parties agree that upon the request of PROCURER OF SERVICES from selected SERVICE PROVIDER, PROCURER OF SERVICES may purchase the following services, including but not limited to:

A. Executive Management: Advice, assistance and direction in management goals, methods and procedures, including, but not limited to, studies, surveys, seminars, reports, recommendations, suggestions and directions covering all phases of management and operational policies.

B. Professional Supervision: Advice, assistance and direction relating to organizational structure and personnel matters; to public relations and stockholder relation matters; and for legal supervision, advice and opinions relating to any matter in which the company is or may be involved.

C. Financial: Advice, assistance and direction in developing financial programs, including review of budgets, cash forecasts, establishment of lines of credit, securing of loans, establishing overall financial policies or procedures, statistical and other reports, issuance and sale of stocks, bonds, notes and other securities.

D. Accounting: Advice and assistance in accounting practices and procedures; in the preparation of annual, quarterly and all other reports, including certain audit and tax functions; generation of certain accounting activities and entries, maintenance of books and records, preparation of accounting information and reports as needed by management, governmental agencies, regulatory agencies, stockholders, lenders, and other interested parties; preparation of tax returns; and maintenance of payroll records, accounts payable records and information relating to other accounting subsystems.

E. Billing & Collection: Providing local, intraLATA, interLATA, information services, video and premises security billing and collection services; preparation of the billing data for bill processing or bulk-billed processing which includes posting of bill records, maintenance of accounts and bill rendering; preparation of the bill, maintenance of the End User database, mailing of bills to End Users and processing payments; and investigation of customer inquiries and complaints concerning all billing and collection services.

F. Data: Programming and processing for computer information technology systems such as payroll, toll rating, billing, revenue accounting, plant files, cost studies, personnel files, general ledgers and any other identified data processing requirements.

G. Maintenance: Repair, preventative maintenance and removal of telecommunication service lines, equipment and other plant.

H. Technical: Advice and assistance in insurance, pensions, marketing and sales, organization and personnel, tariffs, rates, public relations and advertising and all phases of telecommunication installations and operation of equipment/plant along with providing of various types of telecommunications services.

I. **Operational Supervision**: Supervision and advice in operation practices and procedures, including but not limited to receiving trouble calls and dispatching repair personnel, studies, surveys, reports, recommendations and directions covering all phases of telecommunication operations.

J. **Customer Services**: Provide customer services in areas of billing, sales, payments and any customer needs that may arise.

K. **Sales and Marketing**: Provide sales and marketing services so as to promote individual and bundled services.

L. **Engineering/Construction Services**: Advice and assistance in planning, coordinating, and construction of telephone facilities plant and equipment.

M. **Purchasing**: Equipment and materials from sources as are reasonably available, taking advantage of economies of scale where feasible.

N. **Warehousing & Delivery**: Warehousing, inventory and delivery of telecommunication equipment, cable, parts, plant and supplies construction commonly used in the industry.

O. **Travel**: Transportation of employees with appropriate facilities, as available and needed, and the benefits derived from a system-wide fleet management system.

P. **Other Services**: Any other services that the Parties may agree to be provided pursuant to the terms and conditions of this Agreement. Telecommunications services, network elements, and collocations arrangements that are tariffed or listed in publicly-filed agreements submitted to a state commission pursuant to Section 252(e) of the Communications Act of 1934, shall be provided in accordance with said tariff or publicly-filed agreement and not in accordance with this Agreement.

II. **COSTS OF SERVICES**

A. **Classification of Charges**: The costs of services performed under this Agreement may include reasonable charges for:

1. Salaries, wages, fees and other compensation of personnel performing the services.
2. Travel and other expenses of such personnel.
3. Cost of house service (telephone, rent, heat, light, electric service, etc.).
4. Depreciation and/or rental of all office furniture and equipment, vehicles, computers and other specialized equipment used in the performance of these services.

5. All reasonable maintenance charges on office furniture, equipment, vehicles, computers and other specialized equipment used in the performance of these services.
6. All postage charges and all costs of forms, envelopes, stationery or other office supplies used in performing the services.
7. Insurance along with self-insurance limits, including public liability, fire and extended coverage, vehicle coverage and costs of meeting workmen's compensation requirements.
8. Property, franchise and occupational taxes.
9. All payroll taxes levied by Federal, State, City or other taxing authorities applicable to employees engaged in performing the services.
10. All sales or use taxes levied on the services sold.
11. A reasonable return on equity capital needed to perform the services required in this Agreement. The reasonable return will be recovered by applying a return factor to the allocations from SERVICE PROVIDER to PROCURER OF SERVICES. The return factor will be calculated to result in a return on investment to SERVICE PROVIDER based upon weighted cost of capital, which includes actual cost of debt and a return on equity.
12. Interest on expense/income intercompany balances between SERVICE PROVIDER and the PROCURER OF SERVICES, calculated monthly, based on the net intercompany receivable/payable ending balance of the prior month.
13. Any federal and state income taxes attributable to the operation of the PROCURER OF SERVICES.
14. All other reasonable expenses necessary or incidental to providing services under this Agreement.

B. Cost Allocation: Costs associated with the general administration of SERVICE PROVIDER, and costs incurred for all services performed for or furnished to PROCURER OF SERVICES shall be allocated on the basis of direct cost identification where practicable, otherwise the common costs shall be allocated to the PROCURER OF SERVICES receiving services from SERVICE PROVIDER on an equitable basis. Costs include direct costs or equitable allocated costs plus a reasonable return, if applicable. Costs shall be handled between the Parties through inter-company cost allocations. Such allocation shall be in accordance with a formula or formulas which, in the considered judgment of officers responsible for making such allocations, will result in the charges to the PROCURER OF SERVICES, as nearly as practicable, equal in amount to the actual costs incurred in rendering services for that company. These costs shall not exceed the cost that PROCURER OF SERVICES would pay for provision of these same services without the benefit of SERVICE PROVIDER. All costs for Services rendered hereunder shall be equal to an amount or amounts permitted in accordance with the Federal Communications Commission's Affiliate Transaction Rules (FCC Rule 32.27, 47C.F.R.

§ 32.27)as now enacted or as hereinafter amended. The Parties retain the right to contest any allocation of costs charges.

SERVICE PROVIDER and PROCURER OF SERVICES agree that costs incurred by SERVICE PROVIDER for PROCURER OF SERVICES, rather than being invoiced, will be charged each month to the appropriate accounts within PROCURER OF SERVICES' books and records.

Nothing herein contained shall relieve the officers and directors of the Parties using said services from the performance of their respective duties or limit the exercise of their powers as prescribed by law or otherwise.

III. GENERAL TERMS AND CONDITIONS

A. Term: This Agreement shall become effective as of the date or dates provided for in Section V below and shall, from such effective date(s), continue in force until terminated by either Party giving thirty (30) days notice, in writing, to the other Party.

B. Assignment: Neither Party to this Agreement shall have the right to assign this Agreement without the consent, in writing, of the other Party, such consent not to be unreasonably withheld. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

C. Amendments: Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

D. Authority: Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing pursuant to this Agreement.

E. Binding Effect: This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

F. Compliance with Laws and Regulations: Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

G. Confidential Information:

1. **Identification:** Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed

information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

2. **Handling:** In order to protect such Confidential Information from improper disclosure, each Party agrees:
 - a. That all Confidential Information shall be and shall remain the exclusive property of the source;
 - b. To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
 - c. To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
 - d. Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;
 - e. To return promptly any copies of such Confidential Information to the source at its request; and
 - f. To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.
 3. **Exceptions:** These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.
 4. **Survival:** The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.
- H. Consent:** Where consent, approval, or mutual agreement is required of a Party, it shall not be conditional, unreasonably withheld, or delayed.

- I. **Entire Agreement:** This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- J. **Force Majeure:** In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by a customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.
- K. **Good Faith Performance:** In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld or delayed.
- L. **Governing Law:** This Agreement shall be governed by and construed in accordance with the applicable federal and (to the extent not inconsistent therewith) domestic laws of the state where the services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.
- M. **Headings:** The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
- N. **Independent Contractor Relationship:** The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage,

liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

O. Limitation of Liability; Limitation of Warranty:

1. In no event shall SERVICE PROVIDER or their affiliates, or their respective officers, directors, and employees, be liable for any debts or other obligations of PROCURER OF SERVICES or their subsidiaries or for any damages, either direct, indirect, actual, compensatory, consequential, special, incidental or punitive, or for any lost profits of any kind, arising out of the provision of services by SERVICE PROVIDER or their affiliates or out of any mistakes, accident, errors, omissions, delays, or defects in any services provided under or related to this Agreement or the obligations of SERVICE PROVIDER hereunder, unless such damages arise from the gross negligence or willful misconduct of SERVICE PROVIDER or their affiliates, in which case the liability of SERVICE PROVIDER and their affiliates shall be limited to direct out-of-pocket damages actually incurred. SERVICE PROVIDER makes no warranty, express, implied or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of any service, or as to any other matter, all of which warranties are hereby excluded and disclaimed.
2. PROCURER OF SERVICES hereby releases and discharges SERVICE PROVIDER, their affiliates, and each of their respective directors, officers, employees and agents from and against all damages, losses, liabilities, costs, judgments and expenses directly or indirectly arising from, based on, or connected with the provision of services hereunder, except to the extent caused by the gross negligence or the willful misconduct of SERVICE PROVIDER or any of their affiliates.

P. Multiple Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

Q. No Third Party Beneficiaries: Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

R. Notices: Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Upon prior immediate oral agreement of the Parties' designated recipients identified below, notice may also be provided by facsimile, Internet or electronic messaging system, which shall be effective if sent before 5:00 p.m. on that day, or if sent after 5:00 p.m. it will be effective on the next Business Day following the date sent. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address

below or such address as the Party to be notified has designated by giving notice in compliance with this section:

IF TO SERVICE PROVIDER:

CenturyLink (state appropriate name)
Attention: Vice President – Legal Administration
100 CenturyLink Drive
Monroe, LA 71203
Telephone number: (318) 388-9539
Facsimile number: (318) 388-9488

IF TO PROCURER OF SERVICES:

CenturyLink (state appropriate name)
Attention: Vice President – Legal Administration
100 CenturyLink Drive
Monroe, LA 71203
Telephone number: (318) 388-9539
Facsimile number: (318) 388-9488

S. Representations and Warranties:

1. SERVICE PROVIDER represents and warrants to PROCURER OF SERVICES, and PROCURER OF SERVICES represents and warrants to SERVICE PROVIDER, as follows:
 - a. It (A) is a corporation or limited liability company duly organized, validly existing and in good standing under the laws of the state of its organization, (B) is duly qualified and authorized to do business and is in good standing in every other jurisdiction where the nature of its respective businesses requires such qualification, (C) has all requisite power and authority, and all requisite governmental licenses and permits, to own and operate its properties and to carry on its businesses as conducted immediately prior to the date hereof, and (D) has the requisite power and authority to enter into and perform its obligations under this Agreement.
 - b. The execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate action on its part. This Agreement has been duly and validly executed and delivered by it. This Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its respective terms.
 - c. The execution, delivery and performance by it of this Agreement:
 - (i) do not and will not conflict with or result in any breach of any of the provisions of, or constitute a default under, or result in the creation of any lien or encumbrance upon its assets under, its articles of incorporation, by-laws or comparable organizational documents, or any mortgage, indenture or other agreement or instrument to which it is a party or by which it or its properties is bound;

(ii) do not conflict with or violate any law, rule or regulation applicable to it;

(iii) do not require any approval or consent of any trustee or holder of its indebtedness, any of its shareholders or members, or any other person under any agreement to which it is a party or by which it or its properties is bound, except such as have been duly obtained, remain in full force and effect, and are subsisting and adequate for their intended purposes; and

(iv) do not require the consent, permit, license or approval of, the giving of notice to, the registration with, or the taking of any other action by or in respect of any governmental authority, except such as have been duly obtained, remain in full force and effect, and are subsisting and adequate for their intended purposes.

d. There is no action or proceeding pending or, to the best of its knowledge, threatened against it before any governmental authority which questions the validity or enforceability of this Agreement or would materially affect its ability to perform its obligations hereunder.

e. It is not in violation of any law, rule or regulation applicable to its assets, business or operations, which violation might materially impair its ability to perform its obligations under this Agreement.

2. SERVICE PROVIDER further represents and warrants to PROCURER OF SERVICES that all services provided pursuant to this Agreement will be performed in a professional, diligent and timely manner and in accordance with generally accepted quality standards and practices.

T. Subcontractors: In the performance of SERVICE PROVIDER's obligations under this Agreement, SERVICE PROVIDER may contract to use subcontractors and other independent contractors to provide any of the services required to be furnished hereunder with the costs of those subcontractor's services to be passed through to the PROCURER OF SERVICES under Section II above.

IV. RELEASE OF INFORMATION TO PUBLIC SERVICE COMMISSION

The Parties hereto agree that if requested by any Public Service Commission having jurisdiction over a CenturyTel System operating company, detail of all charges from SERVICE PROVIDER for the account or benefit of PROCURER OF SERVICES will be supplied to such Public Service Commission.

V. EFFECTIVE DATES

The effective dates of this Agreement shall be October 1, 2009 for those Parties that are not required to either file the Agreement with, or obtain prior approval from the applicable Public Service Commission. Where a Party is required to obtain prior Public Service Commission approval, that Party's effective date for this Agreement shall be the date of any issued action or no action Public Service Commission Order. Where no Public Service Commission approval is

required, but by law the Agreement is not effective until filed, the effective date is the date filed with the Public Service Commission. Accordingly, October 1, 2009 or some later Public Service Commission approval date or filing date shall be the "Effective Date" for each Party. All prior existing similar service contracts and affiliated agreements by, between and/or among the various Parties shall each be terminated effective immediately upon each Party's "Effective Date" for this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, all as of the date, month and year first above written.

SERVICE PROVIDER:

All CenturyTel Entities listed on Exhibits "A" and "B"

By: Stacey W. Goff
Name: Stacey W. Goff
Title: Executive Vice President

PROCURER OF SERVICES:

All CenturyTel Entities listed on Exhibits "A" and "B"

By: Neil A. Sweasy
Name: Neil A. Sweasy
Title: Vice President and Controller

Exhibit "A"
CenturyLink No. 1 Affiliated Interests Services Agreement

<u>Company Name</u>	<u>State or Jurisdiction of Incorporation</u>
Actel, LLC	Delaware
Brown Equipment Corp.	Nevada
Cascade Autovon Company	Washington
Cellunet of India Limited	Mauritius
Centel Capital Corporation	Delaware
Centel Corporation	Kansas
Centel Directories LLC	Delaware
Centel SPE LLC	Delaware
Centel-Texas, Inc.	Texas
Century Cellunet International, Inc.	Louisiana
Century Color Graphics, LLC	Louisiana
Century Marketing Solutions, LLC	Louisiana
CenturyTel Acquisition LLC	Louisiana
CenturyTel Arkansas Holdings, Inc.	Arkansas
CenturyTel Broadband Services, LLC	Louisiana
CenturyTel Broadband Wireless, LLC	Louisiana
CenturyTel Entertainment, Inc.	Washington
CenturyTel Fiber Company II, LLC	Louisiana
CenturyTel Holdings Alabama, Inc.	Alabama
CenturyTel Holdings Missouri, Inc.	Missouri
CenturyTel Holdings, Inc.	Louisiana
CenturyTel Internet Holdings, Inc.	Louisiana
CenturyTel Investments of Texas, Inc.	Delaware
CenturyTel Investments, LLC	Louisiana
CenturyTel Long Distance, LLC	Louisiana
CenturyTel of Paradise, Inc.	Washington
CenturyTel of San Marcos Investments, LLC	Delaware
CenturyTel Security Systems Holding Company, LLC	Louisiana
CenturyTel Security Systems of Arkansas, LLC	Louisiana
CenturyTel Security Systems of Colorado, L.L.C.	Louisiana
CenturyTel Security Systems of Louisiana, L.L.C.	Louisiana

<u>Company Name</u>	<u>State or Jurisdiction of Incorporation</u>
CenturyTel Security Systems of Mississippi, L.L.C.	Louisiana
CenturyTel Security Systems of Montana, L.L.C.	Louisiana
CenturyTel Security Systems of Ohio, L.L.C.	Louisiana
CenturyTel Security Systems of Oregon, L.L.C.	Louisiana
CenturyTel Security Systems of Texas, L.P.	Texas
CenturyTel Security Systems of Washington, L.L.C.	Louisiana
CenturyTel Security Systems of Wisconsin, L.L.C.	Louisiana
CenturyTel Security Systems, Inc.	Louisiana
CenturyTel Service Group, LLC	Louisiana
CenturyTel SM Telecorp, Inc.	Texas
CenturyTel Solutions, LLC	Louisiana
CenturyTel Supply Group, Inc.	Louisiana
CenturyTel Telecom Service, Inc.	Washington
CenturyTel Telecommunications, Inc.	Texas
CenturyTel Telephone Utilities, Inc.	Washington
CenturyTel TeleVideo, Inc.	Wisconsin
CenturyTel Web Solutions, LLC	Louisiana
CenturyTel, Inc.	Louisiana
centurytel.com, LLC	Louisiana
CenturyTel/Area Long Lines, Inc.	Wisconsin
CenturyTel/Cable Layers, Inc.	Wisconsin
CenturyTel/Remote Access, Inc.	Louisiana
CenturyTel/SM, Inc.	Texas
CenturyTel/Tele-Max, Inc.	Texas
CenturyTel/Television of Wisconsin, Inc.	Wisconsin
CenturyTel/WORLDVOX, Inc.	Oregon
Coastal Communications, Inc.	Delaware
Coastal Long Distance Services LLC	Georgia
Embarq Capital Corporation	Delaware
Embarq Communications of Virginia, Inc.	Virginia
Embarq Communications, Inc.	Delaware
Embarq Communications, Inc.	Delaware
Embarq Corporation	Delaware
Embarq Directory Trademark Company, LLC	Delaware
Embarq Holdings Company LLC	Delaware

<u>Company Name</u>	<u>State or Jurisdiction of Incorporation</u>
Embarq Interactive Holdings LLC	Delaware
Embarq Interactive Markets LLC	Delaware
Embarq Management Company	Delaware
Embarq Mid-Atlantic Management Services Company	North Carolina
Embarq Midwest Management Services Company ¹	Kansas
Embarq Network Company LLC	Delaware
Embarq Payphone Services, Inc.	Florida
Embarq Risk (Bermuda) Limited	Bermuda
Embarq Solutions, Inc.	Delaware
Embarq, Inc.	Kansas
EQ Central Texas Equipment LLC	Texas
EQ Equipment Leasing, Inc.	Delaware
EQ Management Equipment LP ²	Nevada
EQ United Texas Equipment LLC	Texas
Gallatin River Holdings, LLC ³	Delaware
Gallatin River Long Distance Solutions, LLC	Illinois
Gulf Coast Services, Inc.	Alabama
Gulf Coast Services, Inc.	Alabama
Gulf Communications, LLC ⁴	Delaware
Gulf Long Distance LLC	Alabama
HBC-CenturyTel Cable, LLC	Wisconsin
International Communications Holdings, Inc.	Delaware
Lafayette MSA Limited Partnership (49%)	Delaware
Lone Star Security Systems, LLC	Louisiana
Madison River Communications Corp.	Delaware
Madison River Communications, LLC	Delaware
Madison River Finance Corp	Delaware
Madison River Holdings LLC	Delaware
Madison River Long Distance Solutions LLC	Delaware
Madison River LTD Funding LLC	Delaware

¹ Owned 80% by United Telephone Company of Kansas and 20% by United Telephone Company of Eastern Kansas.

² Embarq Management Company is 99% limited partner, EQ Equipment Leasing, Inc. is 1% general partner.

³ Owned 39% by Madison River Communications Corp., 24% by Madison River Management, LLC and 37% by Madison River LTD Funding, LLC.

⁴ 100% of Class A Preferred stock owned by Gulf Telephone Company; 1% of Class B common member interests owned by Gulf Telephone Company and 99% of class B common member interests owned by Madison River Communications, LLC

<u>Company Name</u>	<u>State or Jurisdiction of Incorporation</u>
Madison River Management LLC	Delaware
Madison River Management LLC	Delaware
Mebtel Long Distance Solutions LLC	North Carolina
NOCUTS, Inc.	Pennsylvania
Perry Protection Services, Inc.	Florida
PTI Broadcasting, Inc.	Oregon
PTI Communications of Ketchikan, Inc.	Alaska
PTI Communications of Minnesota, Inc.	Minnesota
PTI Transponders, Inc.	Oregon
Savannah River Communications, LLC	Delaware
SC One Company	Kansas
SC Two Company	Kansas
SC Three Company	Kansas
SC Four Company	Kansas
SC Five Company	Kansas
SC Six Company	Kansas
SC Seven Company ⁵	Delaware
SC Eight Company	Kansas
SkyComm Technologies Corporation (50.0%)	Delaware
SM Telecom, Inc.	Texas
Telcon, Inc.	Texas
TelUSA Holdings, LLC (89%)	Delaware
Texas-CenturyTel Security Systems, LLC	Louisiana
The Winter Park Telephone Company	Florida
United Telephone Company of Florida	Florida
United Teleservices, Inc.	Kansas
Universal Contracting Corp.	Wisconsin
Universal Manufacturing Corp.	Wisconsin
Universal Telephone Long Distance, Inc.	Wisconsin
Valley Network Partnership (40% aggregate) ⁶	Virginia
Vista-United Telecommunications (49%)	Florida

⁵ Owned 50% by Embarq Capital Corporation and 50% by United Telephone Company of Texas, Inc

⁶ Owned 20% by The United Telephone Company of Pennsylvania and 20% by United Telephone Southeast LLC

Exhibit "B"
CenturyLink No. 1 Affiliated Interests Services Agreement

<u>ILEC Subsidiary</u>	<u>Principal PSC/PUC Jurisdiction</u>
Bloomington Telephone Company, Inc. (20%)	Michigan
Carolina Telephone and Telegraph Company LLC	North Carolina
Central Telephone Company of Texas	Texas
Central Telephone Company	NC & NV
Central Telephone Company of Virginia	Virginia
CenturyTel of Adamsville, Inc.	Tennessee
CenturyTel of Arkansas, Inc.	Arkansas
CenturyTel of Central Indiana, Inc.	Indiana
CenturyTel of Central Louisiana, LLC	Louisiana
CenturyTel of Chatham, LLC	Louisiana
CenturyTel of Chester, Inc.	Iowa
CenturyTel of Claiborne, Inc.	Tennessee
CenturyTel of East Louisiana, LLC	Louisiana
CenturyTel of Evangeline, LLC	Louisiana
CenturyTel of Central Arkansas, LLC	Arkansas
CenturyTel of Northwest Arkansas, LLC	Arkansas
CenturyTel of Alabama, LLC	Alabama
CenturyTel of Missouri, LLC	Missouri
CenturyTel of Central Wisconsin, LLC	Wisconsin
CenturyTel of Colorado, Inc.	Colorado
CenturyTel of Eagle, Inc.	Colorado
CenturyTel of Eastern Oregon, Inc.	Oregon
CenturyTel of Fairwater-Brandon-Alto, LLC	Wisconsin
CenturyTel of Forestville, LLC	Wisconsin
CenturyTel of the Gem State, Inc. (97%)	Idaho
CenturyTel of Inter Island, Inc.	Washington
CenturyTel of Larsen-Readfield, LLC	Wisconsin

ILEC Subsidiary

**Principal
PSC/PUC
Jurisdiction**

CenturyTel of the Midwest-Kendall, LLC	Wisconsin
CenturyTel of the Midwest-Wisconsin, LLC	Wisconsin
CenturyTel of Minnesota, Inc.	Minnesota
CenturyTel of Monroe County, LLC	Wisconsin
CenturyTel of Montana, Inc. (99%)	Oregon
CenturyTel of Northern Wisconsin, LLC	Wisconsin
CenturyTel of Northwest Wisconsin, LLC	Wisconsin
CenturyTel of Oregon, Inc.	Oregon
CenturyTel of Cowiche, Inc.	Washington
CenturyTel of Postville, Inc.	Iowa
CenturyTel of Southern Wisconsin, LLC	Wisconsin
CenturyTel of the Southwest, Inc.	New Mexico
CenturyTel of Upper Michigan, Inc.	Michigan
CenturyTel of Washington, Inc.	Washington
CenturyTel of Wyoming, Inc.	Wyoming
CenturyTel of Idaho, Inc.	Wisconsin
CenturyTel of Michigan, Inc.	Michigan
CenturyTel Midwest - Michigan, Inc.	Michigan
CenturyTel of Mountain Home, Inc.	Arkansas
CenturyTel of North Louisiana, LLC	Louisiana
CenturyTel of North Mississippi, Inc.	Mississippi
CenturyTel of Northern Michigan, Inc.	Michigan
CenturyTel of Northwest Louisiana, Inc.	Louisiana
CenturyTel of Odon, Inc.	Indiana
CenturyTel of Ohio, Inc.	Ohio
CenturyTel of Ooltewah-Collegedale, Inc.	Tennessee
CenturyTel of Port Aransas, Inc.	Texas
CenturyTel of Redfield, Inc.	Arkansas
CenturyTel of Ringgold, LLC	Louisiana
CenturyTel of San Marcos, Inc.	Texas
CenturyTel of South Arkansas, Inc.	AR & LA
CenturyTel of Southeast Louisiana, LLC	Louisiana
CenturyTel of Southwest Louisiana, LLC	Louisiana
CenturyTel of Lake Dallas, Inc.	Texas
CenturyTel of Wisconsin, LLC	Louisiana

ILEC Subsidiary

Coastal Utilities, Inc.
Embarq Florida, Inc.
Embarq Minnesota, Inc.
Embarq Missouri, Inc.
Gallatin River Communications, LLC
Gulf Telephone Company
Hillsboro Telephone Company, Inc. (20%)
La Crosse Telephone Corporation
Mebtel, Inc.
Spectra Communications Group, LLC
Telephone USA of Wisconsin, LLC
United Telephone Company of the Carolinas LLC
United Telephone Company of Eastern Kansas
United Telephone Company of Indiana, Inc.
United Telephone Company of Kansas
United Telephone Company of the Northwest
United Telephone Company of Ohio
United Telephone Company of Pennsylvania LLC, The
United Telephone Company of Southcentral Kansas
United Telephone Company of Texas, Inc.
United Telephone Company of the West
United Telephone Southeast LLC

**Principal
PSC/PUC
Jurisdiction**

Georgia
Florida
Minnesota
Missouri
Illinois
Alabama
Wisconsin
Wisconsin
North Carolina
Missouri
Wisconsin
South Carolina
Kansas
Indiana
Kansas
Oregon
Ohio
Pennsylvania
Arkansas
Texas
NE & WY
Virginia