

**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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Stacey W. Goff

Title: Executive Vice President

**PROCURER OF SERVICES**:

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

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Neil A. Sweasy

Title: Vice President and Controller

**Exhibit "A"**

**CenturyLink No. 1 Affiliated Interests Services Agreement**

  **State or**

 **Jurisdiction of**

**Company Name Incorporation**

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 **Incorporation**

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

 **State or**

 **Jurisdiction of**

**Company Name Incorporation**

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/Teleview 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 **Incorporation**

Embarq Communications, Inc. Delaware

Embarq Communications, Inc. Delaware

Embarq Corporation Delaware

Embarq Directory Trademark Company, LLC Delaware

Embarq Holdings Company LLC Delaware

 **State or**

 **Jurisdiction of**

**Company Name Incorporation**

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]](#footnote-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]](#footnote-2) Nevada

EQ United Texas Equipment LLC Texas

Gallatin River Holdings, LLC[[3]](#footnote-3) Delaware

Gallatin River Long Distance Solutions, LLC Illinois

Gulf Coast Services, Inc. Alabama

Gulf Coast Services, Inc. Alabama

Gulf Communications, LLC[[4]](#footnote-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

 **State or**

 **Jurisdiction of**

**Company Name Incorporation**

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]](#footnote-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]](#footnote-6) Virginia

Vista-United Telecommunications (49%) Florida

**Exhibit "B"**

**CenturyLink No. 1 Affiliated Interests Services Agreement**

  **Principal**

**ILEC Subsidiary PSC/PUC**

 **Jurisdiction**

Bloomingdale 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

 **Principal**

**ILEC Subsidiary 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

 **Principal**

**ILEC Subsidiary PSC/PUC**

 **Jurisdiction**

Coastal Utilities, Inc. Georgia

Embarq Florida, Inc. Florida

Embarq Minnesota, Inc. Minnesota

Embarq Missouri, Inc. Missouri

Gallatin River Communications, LLC Illinois

Gulf Telephone Company Alabama

Hillsboro Telephone Company, Inc. (20%) Wisconsin

La Crosse Telephone Corporation Wisconsin

Mebtel, Inc. North Carolina

Spectra Communications Group, LLC Missouri

Telephone USA of Wisconsin, LLC Wisconsin

United Telephone Company of the Carolinas LLC South Carolina

United Telephone Company of Eastern Kansas Kansas

United Telephone Company of Indiana, Inc. Indiana

United Telephone Company of Kansas Kansas United Telephone Company of New Jersey, Inc. New Jersey

United Telephone Company of the Northwest Oregon

United Telephone Company of Ohio Ohio

United Telephone Company of Pennsylvania LLC, The Pennsylvania

United Telephone Company of Southcentral Kansas Arkansas

United Telephone Company of Texas, Inc. Texas

United Telephone Company of the West NE & WY

United Telephone Southeast LLC Virginia

1. Owned 80% by United Telephone Company of Kansas and 20% by United Telephone Company of Eastern Kansas. [↑](#footnote-ref-1)
2. Embarq Management Company is 99% limited partner, EQ Equipment Leasing, Inc. is 1% general partner. [↑](#footnote-ref-2)
3. Owned 39% by Madison River Communications Corp., 24% by Madison River Management, LLC and 37% by Madison River LTD Funding, LLC. [↑](#footnote-ref-3)
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 [↑](#footnote-ref-4)
5. Owned 50% by Embarq Capital Corporation and 50% by United Telephone Company of Texas, Inc. [↑](#footnote-ref-5)
6. Owned 20% by The United Telephone Company of Pennsylvania and 20% by United Telephone Southeast LLC [↑](#footnote-ref-6)