CenturyLink™

805 Broadway, 8th Floor
Vancouver, WA 98660

April 28, 2011

Oregon Public Utility Commission
Attn: Filing Center
550 Capitol Street NE, Ste 215
Salem, OR 97301-2551

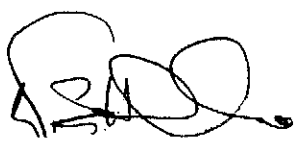
RE: UM-1484 CenturyLink/Qwest Merger, Condition 54

Dear Commission:

Pursuant to docket UM 1484, Order No. 11-095 ("Order"), CenturyLink provides the enclosed information to comply with Condition 54 of the Order. Because of the voluminous nature of all the state commission orders that imposed conditions on the transaction, and at the Commission Staff's request, CenturyLink is providing a summary that includes the conditions from all states rather than full copies of those orders. In the event that parties would prefer to have copies of any of those orders, they are available at each state commission's website. However, if a party has difficulty locating an order CenturyLink can provide a copy at the party's request.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



William E. Hendricks III
Senior Corporate Counsel

Enclosures
cc: Service List

CENTURYLINK/QWEST MERGER
SUMMARY SETTLEMENT CONDITIONS
AS OF 4/14/2011

<table>
<tr><th>State</th><th>Party</th><th>Area</th><th>Condition</th></tr>
<tr><td>All States</td><td>FCC</td><td>Broadband Deployment</td><td>The Applicants commit to implement a significant deployment plan that will upgrade facilities and expand broadband availability in legacy Qwest territory. The plan will entail substantial investments during the seven years following the close of the transaction to achieve the following minimum levels of broadband availability:
<table>
<tr><th>FCC Broadband Build-Out Metrics</th><th>Current % LUs</th><th>% LUs 3 Years from Merger Closing Date</th><th>% LUs 5 Years from Merger Closing Date</th><th>% LUs 7 Years From Merger Closing Date</th></tr>
<tr><td>Living Units[1] with Access to at Least 1.5 Mbps Downstream from the Applicants[2]</td><td>87.0%</td><td>88.5%</td><td>90.0%</td><td>92.7%</td></tr>
<tr><td>Living Units with Access to at Least 5 Mbps Downstream from the Applicants[3]</td><td>53.0%</td><td>62.0%</td><td>68.0%</td><td>78.8%</td></tr>
</table></td></tr>
</table>

[1] A "Living Unit" is defined as a distinct address in Qwest's network inventory where Qwest currently has, had in the past, or had planned to provide service to a customer. This includes, but is not limited to, single family homes, multi-dwelling units (*e.g.*, apartment buildings and condominiums), and business locations. These figures are percentages of the total Living Units in Qwest territory, which was 16,463,946 as of October 1, 2010.

[2] Unless otherwise specified, speeds shown are speeds based on train rate. The train rate, or sync rate, is the line or link data rate established between the DSLAM and the modem to provide stable customer service. Actual throughput speed will be less than train rate, based on a variety of factors such as distance between computer and speed test server (*i.e.*, DNVR to DNVR versus DNVR to MPLS), individual computer performance, wireless vs. hardwire connection to modem, operating system, TCP window size (amount of data a computer can receive), software applications running in background, spyware / anti-virus software, etc.

[3] Notwithstanding the speed definition in footnote 2, the Applicants commit that, at the level identified as at least 5 Mbps downstream, actual throughput speeds will be at least 4 Mbps downstream. In addition, of the living units upgraded to at least 5 Mbps, at least 75% will have actual upstream throughput of at least 1 Mbps. Actual throughput will be measured between the network interface unit (NIU) located at the end-user's premises and the service provider Internet gateway that is the shortest administrative distance from the NIU. *See* Federal Communications Commission, *Connecting America: The National Broadband Plan*, at 156 n.2 (2010).

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<tr><td>Living Units with Access to at Least 12 Mbps Downstream from the Applicants</td><td>28.8%</td><td>35.0%</td><td>42.0%</td><td>60.0%</td></tr>
<tr><td>Living Units with Access to at Least 40 Mbps Downstream from the Applicants</td><td>8.3%</td><td>15.0%</td><td>20.0%</td><td>30.0%</td></tr>
</table>
Among other benefits of this investment, 4 million living units, including at least 20,000 community anchor institutions,[4] in Qwest territory will gain access to broadband service at speeds of 5 Mbps or higher downstream. Today, these 4 million living units either have no Qwest broadband service, or can qualify only for maximum downstream speeds lower than 5 Mbps. Of the living units upgraded to at least 5 Mbps, at least 75% also will have at least 1 Mbps upstream (actual throughput) at the end of the build-out period. In addition, as a result of this investment, broadband service at speeds of 12 Mbps or more downstream – the speeds most often requested by small business customers – will be made available to more than twice as many Qwest customers as have access to such speeds today.
This investment plan focuses on legacy Qwest territory. It will have no effect on existing investment efforts and commitments to expand and upgrade facilities in legacy CenturyLink territory.[5] This investment plan reaffirms CenturyLink's intention to be a leading provider of broadband services in the United States.
Beginning on March 1, 2012, for data as of December 31, 2011, and every six months thereafter (i.e., September 1 for data as of the end of June, and March 1 for data as of the end of December), CenturyLink will report to the Wireline Competition Bureau the percentage of living units within the Qwest territory to which CenturyLink offers broadband services capable of delivering at least 1.5 Mbps, 5
</td></tr>
</table>

[4] The Applicants use the definition of community anchor institutions previously employed by the Commission. *See Connect America Fund, et al.,* Notice of Proposed Rulemaking and Further Notice of Proposed Rulemaking, WC Docket No. 10-90, FCC 11-13 at ¶ 149 n.248 (rel. Feb. 9, 2011).

[5] *CenturyTel-Embarq Order,* FCC 09-54, at 30, App. C.

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			Mbps, 12 Mbps and 40 Mbps downstream, and the breakdown at each level between rural and non-rural areas.[6] This reporting obligation will not expire three years following the Merger Closing Date, but will continue until the earlier of: seven years following the Merger Closing Date or the achievement of all of the minimum broadband availability metrics set forth above.
All States	FCC	Broadband Adoption Program	In order to promote adoption and use of broadband service, particularly within underserved communities, the Applicants commit to implement a broadband adoption program within the combined territory. The program has three goals: (a) reducing cost barriers for qualifying customers; (b) addressing the lack of computer equipment among qualifying customers; and (c) improving education, promotion and training as to the availability and uses of broadband. As used herein, a "qualifying customer" is defined as a customer who: (i) is eligible for Lifeline telephone service in CenturyLink or Qwest ILEC service territory; (ii) is not a CenturyLink or Qwest broadband subscriber at the time of enrollment; and (iii) is not the subject of CenturyLink or Qwest collections activity. The Applicants believe that approximately 2.3 million households currently are eligible for Lifeline service throughout the combined CenturyLink and Qwest service territory. CenturyLink's Adoption Program is comprised of the three components described below: the Service Discount described in Subsection A, the Equipment Discount described in Subsection B, and the Promotional Program described in Subsection C. Together with the reporting commitment described in Subsection E, and the retention of an independent researcher identified in Subsection F, the Applicants believe that this Adoption Program will produce substantial and measurable consumer benefits. A. Service Discount: CenturyLink will offer discounted broadband Internet service for no more than $9.95 a month during the first 12 months of service, and $14.95 a month for the remainder of the service term, to all qualifying customers in the combined CenturyLink and Qwest territory. As a rule, the qualifying customer will gain access to 1.5 Mbps downstream capability, except in markets where 1.5 Mbps is unavailable, in which case

[6] As used herein, a "rural" area is an area that is not located within a city, town, or incorporated area that has a population of greater than 20,000 inhabitants, consistent with the definition employed by the Rural Utilities Service of the U.S. Department of Agriculture in its implementation of the American Recovery and Reinvestment Act. *See, e.g.*, Department of Agriculture, Rural Utilities Service, Broadband Initiatives Program, RIN 0572-ZA01, 75 Fed. Reg. 25185, 25187 (May 7, 2010). All other areas are non-rural.

State	Party	Area	Condition

the customer will gain access to 768 kbps broadband capability. Higher bandwidth services, where available, will be offered at a comparable discount:

	1.5 Mbps[7]	5 Mbps	12 Mbps
Ongoing Discounted Monthly Rate	$14.95	$19.95	$24.95

This discount plan will become available in all markets within six months following the Merger Closing Date and will remain open for five years following the availability of the adoption program in that market. At any time during that five-year period, a qualifying customer may enroll in this service plan once, and he or she may choose a term of as little as one year, which may be extended at the customer's option on a month-to-month basis for as long as five years.[8] An "enrolled customer" is a qualifying customer who enrolls in a contract to purchase broadband service from CenturyLink for a term of at least one year and who remains a qualifying customer for the full term of his or her contract, including any extension on a month-to-month basis.

B. Equipment Discount: CenturyLink will offer enrolled customers the ability to obtain one piece of computer equipment (such as a netbook) per household, pre-configured with operating software and Internet-ready, and with customary warranty from the manufacturer when available, for no more than $150, provided that the customer agrees to a two-year broadband services contract at the discounted rate described above. A customer who obtains such equipment will have access to CenturyLink's 24/7 toll-free help line.

C. Promotional Program: CenturyLink will implement a comprehensive customer education, broadband promotion, and customer training program targeting qualifying customers

[7] As stated above, 1.5 Mbps will be provided, except where it is unavailable, in which case 768 kbps will be provided.

[8] CenturyLink's Lifeline customers will continue to have access to the same CenturyLink services and products as other customers, on the same rates, terms, and conditions as other customers. CenturyLink will be attentive in matching services and products to their individual needs.

State	Party	Area	Condition
			throughout the combined CenturyLink and Qwest territory. 1. The company will coordinate with at least 200 local community groups, such as Boys & Girls Clubs and senior centers, as well as schools, libraries, and other state and local institutions, especially those that support qualifying customers, tribal partners, and non-profit institutions, to develop and distribute educational materials that describe the uses and benefits of broadband capability. 2. CenturyLink will develop a meaningful promotional plan targeted to publicize the availability of discounted broadband services and equipment, as described in Subsections A and B above, to qualifying customers. CenturyLink will use at least 500 different media outlets (which may include radio and television stations, newspapers and magazines, on-line bulletin boards and web sites, libraries and social service agencies). CenturyLink will spend at least $1 million per year promoting the Adoption Program throughout the combined territory in each of the first five years following the Merger Closing Date. 3. CenturyLink will make available in-person training demonstrations at local anchor institutions, and develop and distribute materials such as DVDs with each computer, to assist consumers in basic computer skills, Internet browsing, and acquiring and using broadband services. CenturyLink will spend $1 million on training over the first two years following the Merger Closing Date, and will conduct 100 in-person training sessions and be responsive to requests for training at locations across the combined territory in the first two-year period. D. CenturyLink will begin rolling out this Adoption Program within six months following the Merger Closing Date. E. CenturyLink will report to the Wireline Competition Bureau on the Adoption Program's progress every six months after the start of the Adoption Program, for the next five years (*i.e.*, a total of ten reports). The Commission will reassess the need for additional reporting at the end of the five year period. The reports, as depicted in Attachment B, will describe in detail:

State	Party	Area	Condition
			1. the personnel head count with responsibility for the program in each market; 2. the types of advertisements, demonstrations, training DVDs, and other tactics utilized as part of the education, promotion and training aspects of the program; 3. the number of enrolled customers in the combined territory who purchased broadband under the discount plan in the preceding six months and cumulatively since the Merger Closing Date; 4. the number of enrolled customers who discontinued broadband service during the preceding six months and cumulatively since the Merger Closing Date; 5. the number of enrolled customers who purchased discounted computers in the preceding six months and cumulatively since the Merger Closing Date; 6. the cumulative broadband adoption numbers in the combined territory at the time of each report, and compared to the adoption rate as of the Merger Closing Date; 7. the respective cost to CenturyLink of the Equipment Discount and Promotional Program in the preceding six months and cumulatively since the Merger Closing Date. 8. The number of attendees that participated in training at the 100 training locations referenced above. F. CenturyLink will evaluate the effectiveness of its Promotional Program, in consultation with the independent researcher discussed in paragraph II.G below, on an annual basis beginning one year after implementing the Program. CenturyLink will modify the Promotional Program as it deems appropriate to improve effectiveness, and will report to the Commission any modifications that it makes. At least once a year, the reports filed by CenturyLink pursuant to Section II.E will include a narrative description of the company's assessment of the overall success of the Adoption Program, including specific examples of aspects of the Program that have been most effective or least effective, or that might be modified in the future to be more effective, to stimulate broadband adoption in accordance

State	Party	Area	Condition
			with the goals of this Adoption Program and the Commission's National Broadband Plan. To the extent that such reports contain competitively sensitive information, such information may be submitted on a confidential basis. G. CenturyLink will engage with an independent researcher to help monitor and assess the impact of this Adoption Program. The results of the independent researcher's work will be made available to the FCC. To the extent that such work contains competitively sensitive information, such information may be submitted on a confidential basis.
Minnesota, Washington	FCC	Overlapping Fiber Facilities	The buildings listed in Attachment C are locations where both of the Applicants have local facilities, but for which the Applicants are unable to confirm from publicly available data whether or not there are at least two other, unaffiliated fiber-based carriers in the building. In order to ensure that existing customers in the buildings listed in Attachment C continue to obtain competitive rates for their services following the Merger Closing Date, CenturyLink commits to the following condition: The rates as of the Merger Closing Date for any service provided by CenturyLink or Qwest will not be increased for either existing or new customers at any building listed in Attachment C for seven years following the Merger Closing Date, except that the foregoing condition shall become inoperative as to a particular building if: (i) one of the legacy CenturyLink or Qwest fiber facilities in that building is divested prior to the expiration of such seven year period; or (ii) the number of competing carriers with fiber facilities in the building returns to the level that existed prior to the Merger Closing Date; or (iii) the FCC engages in comprehensive changes to its special access rules requiring industry-wide changes to rates or rate structure for the services covered by this condition. For avoidance of doubt, nothing herein shall restrict CenturyLink from lowering rates to any customer at any time.
All States	FCC	Wholesale	A. Operations Support Systems ("OSS") Replacement: 1. In Qwest ILEC territory, following the Merger Closing Date, CenturyLink will not replace Qwest OSS or integrate it with any other OSS for at least 30 months following the Merger Closing Date, and thereafter will provide a level of wholesale service quality that is not less than that provided by Qwest prior to the Merger Closing Date, with functionally equivalent support, data, functionality,

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			performance, electronic flow through, and electronic bonding. 2. If CenturyLink plans to replace Qwest OSS or integrate it with any other OSS, then at least 180 days before replacement or integration of any of the Qwest OSS, CenturyLink will notify the FCC, affected states, and affected wholesale customers, file its proposed transition plan with the Commission and the affected states, and seek input from affected wholesale customers on such transition plan. CenturyLink will prepare a detailed OSS transition plan describing the OSS to be replaced or integrated, the surviving OSS, and why the change is being made. The plan also will identify planned contingency actions in the event that CenturyLink encounters any significant problems with the planned transition. The plan submitted by CenturyLink will be prepared by information technology professionals with substantial experience and knowledge regarding legacy CenturyLink and legacy Qwest systems processes and requirements. CLECs will have the opportunity to comment on the Merged Company's plan in a forum in which it is filed, if the regulatory body allows comments, as well as in the Qwest Change Management Process. 3. The commitments made in this Section IV.A will not expire three years following the Merger Closing Date.
All States	FCC	Wholesale	B. In the Qwest ILEC territory, CenturyLink will maintain wholesale functionality, performance and e-bonding at a level that is at least comparable to what Qwest is providing prior to the transaction Merger Closing Date, subject to reasonable and normal allowances for the integration of CenturyLink and Qwest systems. For the metrics described below, CenturyLink will maintain a comparison of actual quarterly results to a benchmark value to be set at one standard deviation below the twelve-month average results achieved for the twelve full months prior to January 2011 *(i.e.,* from January through December 2010), assessed on a quarterly basis, separately for each state. CenturyLink will maintain service at a level that is no worse than the benchmark value, 90 percent of the time over four consecutive quarters beginning on the Merger Closing Date, excluding instances in which the base universe number of events being evaluated (*i.e.,* the

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denominator) is 20 or less.

1. Pre-Ordering - Average response time to pre-order queries calculated in seconds, which measures the number of seconds from CenturyLink's receipt of a query from a CLEC to the time CenturyLink returns the requested data to the CLEC; this would be reported for all areas transferred from Qwest in aggregate.

2. Ordering - The percentage of electronically submitted resale and UNE orders confirmed within the following timeframes:

<table>
<tr><td></td><td>POTS/Pre-Qualified Complex</td><td>Special Services</td></tr>
<tr><td>Orders with < 10 Lines</td><td>24 hours</td><td>24 hours</td></tr>
<tr><td>Orders with > 10 Lines</td><td>48 hours</td><td>48 hours</td></tr>
</table>

4. Provisioning - Missed appointment rates/appointments met, and the average of by how many days the appointment was missed, average delay days, broken out by Resale and UNE Loop POTS.

5. Provisioning - Percentage of installation troubles reported within 30 days for UNE Specials, which measures the percent of lines/circuits/trunks installed where a trouble was reported and found in the network within 30 days of order completion.

6. Provisioning – Percentage of installation troubles reported within 30 days for Resale POTS and UNE Loop POTS, which measures the percent of lines/circuits/trunks installed where a trouble was reported and found in the network within 30 days of order completion.

7. Repair/Maintenance - Network Trouble Report Rate, which measures the total number of network customer trouble reports received within a calendar month per 100 units/UNEs, separately for Resale and UNE Loop POTS.

8. Repair/Maintenance - Mean Time to Repair, which measures the average duration
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State	Party	Area	Condition
			from the receipt of the customer trouble report to the time the trouble is cleared, separately for Resale and UNE Loop POTS. 9. Repair/Maintenance - Percentage of Repeat Reports within 30 Days for Resale POTS, UNE-Loop POTS and UNE Specials, which measures the percent of customer network trouble reports received within 30 calendar days of a previous customer network trouble report. 10. Carrier Service Center - Average Speed of Answer, the average time it takes CenturyLink's local customer service center(s) to answer a repair or ordering call. This would be reported for all areas transferred from Qwest in aggregate.
All States	FCC	Wholesale	C. Following the Merger Closing Date, in the Qwest ILEC territory, the company will: 1. Continue to provide the monthly reports of wholesale performance metrics that Qwest currently provides to CLECs and provide access to these metrics to state Commission or FCC staff; 2. Comply with all wholesale performance reporting requirements and associated penalty regimes currently applicable to Qwest, including but not limited to those applicable under Performance Assurance Plans ("PAPs"); and Provide the performance reports that Qwest currently provides to existing wholesale customers to any new entrants in the Qwest ILEC territories.
All States	FCC	Wholesale	D. Orders will be processed in compliance with federal and state law, as well as the terms of applicable interconnection agreements.
All States	FCC	Wholesale	E. For 12 months following the Merger Closing Date, CenturyLink will not discontinue any Qwest interstate wholesale service offered to competitive carriers in the Qwest territory as

State	Party	Area	Condition	
				of the Merger Closing Date, except as approved or ordered by the Commission.
All States	FCC	Wholesale	F.	In legacy Qwest ILEC territory, interstate term and volume discount plans offered for tariffed services by Qwest as of the Merger Closing Date will be extended by 12 months beyond the expiration of the then-existing term, or until May 1, 2013, whichever is later, unless the wholesale customer opts out of this extension. Term and volume discount plans that would otherwise expire between the date the FCC order is adopted and the Merger Closing Date will be extended through the Merger Closing Date at the wholesale customer's option, such that the additional 12 months provided under this provision will run from the Merger Closing Date.
All States	FCC	Wholesale	G.	CenturyLink will honor all obligations under existing Qwest and CenturyLink interconnection agreements in effect as of the Merger Closing Date, and will extend any such interconnection agreements, unless the wholesale customer opts out of this extension, for 36 months following the Merger Closing Date, except that any interconnection agreement the term of which already was extended by operation of the *CenturyTel-Embarq Order* is exempt from this 36-month extension.
All States	FCC	Wholesale	H.	CenturyLink will allow any wholesale customer with a pre-existing interconnection agreement to use that agreement as the basis for negotiating an initial successor interconnection agreement. Where parties agree it is reasonable to do so, the parties may incorporate the amendments to the existing agreement into the body of the agreement used as the basis for such negotiations of the initial successor interconnection agreement.
All States	FCC	Wholesale	I.	CenturyLink will permit any requesting carrier under Section 251(b) desiring interconnection agreements with more than one CenturyLink ILEC operating within the same state to simultaneously negotiate interconnection agreements with all such CenturyLink ILECs operating in the same state. These unified negotiations will include negotiation of common terms, but CenturyLink reserves the right to negotiate individual terms unique to each operating company in the state.
All States	FCC	Wholesale	J.	CenturyLink will not assert that any state lacks Section 252 jurisdiction over a Section 251(b) interconnection agreement or dispute on the grounds that such agreement or dispute

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			also arises under these commitments and conditions.
All States	FCC	Wholesale	K. Following the Merger Closing Date, CenturyLink will not assert that any of its rural telephone companies are exempt from Section 251(c) obligations pursuant to Section 251(f)(1) of the Communications Act, as amended. This commitment will not expire three years following the Merger Closing Date.
All States	FCC	Wholesale	L. CenturyLink will not seek to recover through wholesale service rates one-time transfer, branding or other merger-specific costs.
All States	FCC	USF Reform	The conditions in this section will not expire three years after the Merger Closing Date. A. CenturyLink Will Phase-Out Federal Local Switching Support ("LSS") 1. LSS funding will be phased down in three equal steps over two years, beginning January 1, 2012. The baseline for reduction will be CenturyLink's actual 2010 calendar year support for LSS, based on the final calculations for 2010 that CenturyLink will file in December 2011. The support for the 2012 calendar year will be two-thirds of the baseline amount, and the support for the 2013 calendar year will be one-third of the baseline amount. Beginning calendar year 2014, CenturyLink will receive no federal LSS funding for 2014 or any subsequent calendar year, unless and until the FCC adopts a new final order governing LSS, upon which CenturyLink will be eligible to receive LSS funding on the same terms as the rest of the industry.
All States	FCC	USF Reform	B. CenturyLink Will Forgo Future Federal Safety Net Additive Payments 1. The company will forgo safety net additive payments for calendar year 2012 and subsequent calendar years.
All States	FCC	USF Reform	C. CenturyLink Will Submit a Plan for Its Three Remaining Average Schedule Companies to

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			Freeze Interstate Common Line Support ("ICLS") On a Per-Line Basis 1. CenturyLink commits to freeze ICLS on a per-line basis, effective January 1, 2012. CenturyLink will work with NECA and the Commission to determine if the operating companies at issue should remain average schedule companies. Upon such consultation, the Commission will determine within six months of the Merger Closing Date whether conversion to price caps is more appropriate, and if the Commission so determines, then CenturyLink commits to convert the average schedule companies to price caps by July 1, 2012 and then freeze ICLS consistent with Commission precedent.
All States	FCC	Video Competition Report	A. CenturyLink will file FCC Form 325 for the three reporting cycles following the Merger Closing Date for any market in which it has IPTV subscribers, provided that CenturyLink's agreement to this reporting obligation does not constitute an admission by the company that it is providing cable service or that it is a cable system operator. CenturyLink may submit competitively sensitive information on a confidential basis.
Arizona	Staff/RUCO	Broadband	The Merged Company shall invest not less than $70 million in broadband infrastructure in Arizona over a five year period beginning January 1, 2011.
Arizona	Staff/RUCO	Finance	The Merged Company agrees that Qwest Corporation or any successor entity shall not recover, or seek to recover through wholesale service rates or other fees paid by CLECs or through Arizona end-user retail rates: a) one-time transition, branding, or any other transaction-related costs; b) any acquisition premium paid by CenturyLink for QCI; and c) any increases in overall management costs that result from the transaction, including those incurred by the operating companies. For purposes of this condition, "transaction-related costs" shall be construed to include all Merged Company costs related to or resulting from the transaction and any related transition, conversion, or migration costs and, for example, shall not be limited in time to costs incurred only through the Closing Date.
Arizona	Staff/RUCO	Finance	That the Merged Company shall provide the Arizona Corporation Commission ("Commission") with access to all books of account, all documents, data, and records that pertain to the proposed merger in accordance with relevant Commission decisions, statutes and rules, including the Affiliated Interest Rules.
Arizona	Staff/RUCO	Finance	That the Commission has the right to review, for reasonableness, all financial aspects of this transaction in any relevant proceeding. Nothing in this condition is intended to limit the Commission's authority in any

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			way.
Arizona	Staff/RUCO	Regulatory	In the Qwest ILEC service territory, after the merger closing, Qwest Corporation shall continue to be classified as a Bell Operating Company ("BOC"), pursuant to Section 3(4)(A)-(B) of the Communications Act and shall be subject to all requirements applicable to BOCs, including Sections 271 and 272.
Arizona	Staff/RUCO	Wholesale	The Merged Company agrees that Qwest Corporation or any successor entity shall continue to comply with all Section 271 obligations adopted by this Commission and the FCC, including all Qwest Performance Assurance Plan ("QPAP") and Performance Indicator Definition ("PID") obligations, until it is released of those obligations by the FCC and/or this Commission, as appropriate.
Arizona	Staff/RUCO	Regulatory	That the Merged Company shall continue to comply with all relevant prior Commission orders and decisions, unless the Commission specifically finds in an order that they are no longer applicable.
Arizona	Staff/RUCO	Finance	The Merged Company agrees that Qwest Corporation or any successor entity shall maintain its books and records in accordance with the Uniform Systems of Accounts ("USOA") and to provide the Commission with financial data on a separated intrastate basis for as long as required by the Commission.
Arizona	Staff/RUCO	Regulatory	That the Merged Company agrees to notify the Commission of any merger and/or reorganization that would affect the Qwest Corporation Arizona ILEC operating company and agrees to file an application pursuant to applicable statutes and A.A.C. R14-2-801 *et seq*. for Commission approval before any such merger and/or reorganization occurs.
Arizona	Staff/RUCO	Finance	The Merged Company agrees that Qwest Corporation or any successor entity shall provide to the Commission access to its books and records and those of its subsidiaries and affiliates, in a form acceptable to the Commission, to the extent deemed necessary by the Commission to ensure the provision of service at just and reasonable rates in the future.
Arizona	Staff/RUCO	Retail	That within 180 days following merger close, CenturyTel Solutions shall file for modification or cancellation of its CLEC Certificate of Convenience & Necessity granted by Commission Decision No. 63638.
Arizona	Staff/RUCO	Service Quality	That the Merged Company for a period of two years following merger close shall not file to make changes to its Service Quality Tariff; unless recommended by the Staff or the Commission.
Arizona	Staff/RUCO	Universal Service	The Merged Company will abide by Commission decisions, statutes and rules regarding any filing to obtain funds from the Arizona Universal Service Fund ("AUSF"). However, the Merged Company may not file to obtain funds from the AUSF until after a final order is issued by the Commission in Docket No. RT-00000H-97-0137, or three years from merger close, whichever comes first
Arizona	Staff/RUCO	Complaints	That the Merged Company shall maintain or improve its pre-merger complaint status in the Qwest Arizona service areas
Arizona	Staff/RUCO	Retail	That the Merged Company shall ensure that retail support centers are sufficiently staffed with adequately

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			trained personnel who will provide a level of service not less than and functionally equivalent to that provided in the Qwest service areas prior to the merger. Commencing within sixty days of the end of the first full quarter after the close of the merger, and then every six months thereafter for a period of three years after close of merger, the Merged Company shall provide to Staff a report showing integration plans describing the scheduling and scoping of major systems conversions that may impact Arizona customers including business office and trouble reporting call centers, maintenance systems that monitor central office and transport equipment, engineering systems, outside plant record systems, billing systems, and wholesale OSS. The information regarding condition 14 shall be submitted confidentially to the Commissioners, the Director of the Utilities Division, and the Director of RUCO, at least 90 days before any of the above changes occur and with notice of such submittal filed in Docket Control
Arizona	Staff/RUCO	Retail	That no Commission-regulated intrastate retail service currently offered by Qwest Corporation will be discontinued for a period of at least one year following the Closing Date, except as approved by the Commission
Arizona	Staff/RUCO	Retail	That the Merged Company, for a period of three years from the close of the merger, shall give at least 90 days notice of any plans to integrate portions of Qwest's retail support systems with portions of the CenturyLink and/or Embarq systems. If the integration is to be accomplished in phases, 90 days notice shall be given before each separate phase. The Merged Company shall make a filing detailing the proposed integration and the schedule in which it is to be accomplished. The Merged Company shall indicate what support system is being replaced and what support system will survive. It shall also discuss any problems that occurred with similar integrations in other jurisdictions and how such problems will be mitigated in Arizona. The Merged Company shall explain how the proposed integration, where it affects retail operations, will improve or at least maintain current Qwest retail support systems. The information regarding condition 16 shall be submitted confidentially to the Commissioners, the Director of the Utilities Division, and the Director of RUCO, at least 90 days before any of the above changes occur and with notice of such submittal filed in Docket Control
Arizona	Staff/RUCO	IPTV	The Merged Company shall provide notice to the Director of the Utilities Division and the Commissioners of Internet Protocol Television ("IPTV") deployment plans, on a confidential basis, no less than 30 days prior to the commercial launch of IPTV in the Qwest ILEC territory.

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Arizona	Staff/RUCO	Broadband	For a period of five years, or until the $70M commitment is met, whichever comes first, the Merged Company will meet with Commission Staff and RUCO annually, on a confidential basis, within 60 days of the anniversary date of the merger, to review 1) broadband deployment plans in the state including deployment in the previous year and deployment plans for the upcoming year; 2) compliance with the Broadband commitment in condition 17 including the status of wireline broadband service in unserved and underserved areas; and 3) the status of the offering of Pure Broadband and extended DSL service in the Arizona Qwest ILEC service area. For purposes of this condition, "unserved" means an area that has no wireline broadband service, and "underserved" means an area with wireline broadband service but only at download speeds of 1.5 Mbps or less, and "area" means one or more living units
Arizona	Staff/RUCO	Wholesale	In Qwest ILEC service territory, after the Closing Date, the Merged Company will use and offer to wholesale customers the legacy Qwest Operational Support Systems ("OSS") for at least two years, or until July 1, 2013, whichever is later, and thereafter provide a level of wholesale service quality that is not less than that provided by Qwest prior to the Closing Date, with functionally equivalent support, data, functionality, performance, electronic flow through, and electronic bonding. After the period noted above, the Merged Company will not replace or integrate Qwest systems without first establishing a detailed transition plan and complying with the following procedures: a. *Detailed Plan*. The Merged Company will provide notice to the Wireline Competition Bureau of the FCC, the Commission and CLECs that are parties to this proceeding at least 270 days before replacing or integrating Qwest OSS system(s). Upon request, the Merged Company will describe the system to be replaced or integrated, the surviving system, and steps to be taken to ensure data integrity is maintained. The Merged Company's plan will also identify planned contingency actions in the event that the Merged Company encounters any significant problems with the planned transition. The plan submitted by the Merged Company will be prepared by information technology professionals with substantial experience and knowledge regarding legacy CenturyLink and legacy Qwest systems processes and requirements. CLEC will have the opportunity to comment on the Merged Company's plan in a forum in which it is filed, if the regulatory body allows comments, as well as in the Qwest Change Management Process. b. *CMP*. The Merged Company will follow the procedures in the Qwest Change Management Process

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			("CMP") Document.[9] c. *Replacement or Retirement of a Qwest OSS Interface.* i. The replacement or retirement of a Qwest OSS Interface may not occur without sufficient acceptance of the replacement interface by CLECs to help assure that the replacement interface provides the level of wholesale service quality provided by Qwest prior to the Closing Date. Each party participating in testing will commit adequate resources to complete the acceptance testing within the applicable time period. The Parties will work together to develop acceptance criteria. Testing will continue until the acceptance criteria are met. Sufficient acceptance of a replacement for a Qwest OSS Interface will be determined by a majority vote, no vote to be unreasonably withheld, of the CMP participants (Qwest and CLECs) in testing, subject to any party invoking the CMP's Dispute Resolution process. The requirements of this paragraph will remain in place only until completion of merger-related OSS integration and migration activity. If a dispute arises as to whether such merger-related OSS integration and migration activity is complete, the Commission will determine the completion date. ii. The Merged Company will allow coordinated testing with CLECs, including a stable testing environment that mirrors production, jointly established test cases, and, when applicable, controlled production testing, unless otherwise agreed to by the Parties. Testing described in this paragraph associated with merger-related system replacement or integration will be allowed for the time periods in the CMP Document, or for 120 days, whichever is longer, unless otherwise mutually agreed to by the Parties. iii. The Merged Company will provide the wholesale carriers training and education on any wholesale OSS implemented by the Merged Company without charge to the wholesale carrier. d. *Billing Systems*. The Merged Company will not begin integration of Billing systems before the end of the minimum two year or July 1, 2013 period, whichever is longer, noted above, or without following the above procedures, unless the integration will not impact data, connectivity and system functions that support or affect CLECs and their customers. i. Any changes by the Merged Company to the legacy Qwest non-retail OSS will meet all applicable ICA provisions related to billing and, to the extent not included in an ICA, will be Ordering and Billing Forum (OBF) compliant
Arizona	Staff/RUCO	Wholesale	In the Qwest ILEC service territory, the Merged Company shall comply with all wholesale performance

[9] The Qwest CMP Document is available at http://www.qwest.com/wholesale/cmp/

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			requirements and associated remedy or penalty regimes for all wholesale services, including those set forth in regulations, tariffs, interconnection agreements, and Commercial agreements applicable to legacy Qwest as of the Merger Closing Date. In the Qwest service territory, the Merged Company shall continue to provide to CLECs at least the reports of wholesale performance metrics that legacy Qwest made available, or was required to make available, to CLECs as of the Merger Closing Date, or as subsequently modified or eliminated as permitted under this Agreement or pursuant to any changes in law. The Merged Company shall also provide these reports to Commission Staff, or the FCC when requested. The Commission and/or the FCC may determine that additional remedies are required; to the extent the Commission or FCC finds it is consistent with its jurisdiction. The Merged Company does not waive its right to oppose such a request. a. The Parties will not seek to reduce or modify the Qwest Performance Indicator Definition (PID) or Qwest Performance Assurance Plan (QPAP) that is offered, or provided via contract or Commission approved plan, as of the Merger Closing Date for at least eighteen months after the Closing Date. After the eighteen month period, the Parties may seek modifications under the terms and conditions outlined in the QPAP. The Merged Company will not seek to eliminate or withdraw the QPAP for at least three years after the Closing Date. The QPAP will continue to be available to all CLECs unless the Merged Company obtains approval from the Commission to eliminate or withdraw it. i. For at least three years after the Closing Date, and consistent with the FCC's required conditions of the Embarq-CenturyTel merger, in the Qwest ILEC service territory, the Merged Company shall meet or exceed the average wholesale performance provided by Qwest to CLEC, measured as follows: (a.) For the first three months after Closing Date, Qwest's performance will be compared to Qwest's performance for the twelve months prior to Closing Date. (b.) Thereafter, each successive month of Qwest's performance will be added to the three month period in (a.) in determining Qwest's performance until twelve months after Closing Date. (c.) Beginning one year after Closing Date, Qwest's performance will be measured by a rolling twelve month average performance. b. If the Merged Company fails to provide wholesale performance levels as measured by the methodology described in this condition, the Merged Company must conduct a root cause analysis for the discrepancies and develop proposals to remedy each deficiency within thirty days and provide this to CLEC for review and comment. i. CLEC may invoke the root cause procedure for deterioration in wholesale performance for any PID, product, or disaggregation included within a PID measure if CLEC determines that the

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			performance it received for that PID, product, or disaggregation is materially different and provides the basis for CLEC's determination. ii. If performance deficiencies are not resolved, CLEC may request a resolution or wholesale service quality proceeding before the Commission. The Merged Company does not waive its right to oppose such a request.
Arizona	Staff/RUCO	Wholesale	The Merged Company shall incorporate XML in place of EDI in any relevant metrics as it has already done in Colorado, Utah and Montana. Any changes to the PIDs or QPAP must be approved by the Commission
Arizona	Staff/RUCO	Wholesale	In the Qwest ILEC service territory, the Merged Company will maintain the Qwest Corporation Change Management Process for 36 months after the transaction closing, utilizing the terms and conditions set forth in the CMP Document. CenturyLink and Qwest Corporation do not waive their rights to modify the CMP consistent with the provisions contained in the CMP Document. Pending CLEC Change Requests shall continue to be processed in a commercially reasonable time frame consistent with the provisions contained in the CMP Document. The Merged Company will not terminate the CMP without Commission approval
Arizona	Staff/RUCO	Wholesale	Notwithstanding any provision allowing one or both parties to Qwest interconnection agreements, Commercial agreements, Wholesale agreements, interstate tariffs, and intrastate tariffs, and other wholesale agreements between Qwest Corporation or its successors and assigns and CLEC ("Extended Agreements") to terminate the Extended Agreement upon or after expiration of the term of the agreement, the Merged Company shall not terminate or grandparent, change the terms or conditions, or increase the rates of any Extended Agreements during the unexpired term or for at least the Applicable Time Period identified below, whichever occurs later (the "Extended Time Period"), unless required by a change of law, or CLEC requests or agrees in writing to a change and any applicable procedure to effectuate that change is followed. In the event that the Extended Agreement expressly allows termination of the agreement in other circumstances, such as default due to non-payment, this condition does not preclude termination of an Extended Agreement in those circumstances provided that the Merged Company follows both (1) the Extended Agreement's express provisions, and (2) any applicable procedures pertaining to such termination. Upon approval of the Transaction with this Agreement in the public record, the Parties will consider these terms to be part of the order of approval and thus not trigger or require the filing of an ICA amendment, unless directed otherwise by the Commission or FCC. To the extent an amendment is requested, the Parties agree to execute and file an amendment to the ICA with the Commission within 30 days of the Closing Date, the terms of which will mirror the language in this Agreement, unless mutually

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			agreed otherwise. a. *Interconnection Agreements*. The Applicable Time Period for Qwest's interconnection agreements (ICAs) is at least thirty-six months after the Closing Date. The Extended Time Period applies whether or not the initial or current term has expired or is in evergreen status. i. The Merged Company shall allow CLEC to use its or its affiliate's pre-existing interconnection agreement as the basis for negotiating an initial successor replacement interconnection agreement to the extended ICA. Where the parties agree it is reasonable to do so, the parties may incorporate the amendments to the existing agreement into the body of the agreement used as the basis for such negotiations of the initial successor replacement interconnection agreement. CLEC may also use any Commission-approved ICA to which Qwest Corporation is a party in Arizona that is in its initial term or extended term as the basis for negotiating a replacement ICA. ii. CLEC may opt-in to an interconnection agreement in its initial term or the extended term. iii. If Qwest and CLEC are in negotiations for a replacement interconnection agreement before the Closing Date, the Merged Company will allow CLEC to continue to use the negotiations draft upon which negotiations prior to the Closing Date have been conducted as the basis for negotiating a replacement interconnection agreement. In the latter situation (ongoing negotiations), after the Closing Date, the Merged Company will not substitute a negotiations template interconnection agreement proposal of any legacy CenturyLink operating company for the negotiations proposals made before the Closing Date by legacy Qwest. b. *Commercial Agreements*. The Applicable Time Period for Commercial agreements is at least eighteen months after the Closing Date for Qwest's Commercial agreements (*i.e.*, offerings made available after a UNE(s) becomes unavailable via ICA): Broadband for Resale, Commercial Broadband Services (QCBS), Commercial Dark Fiber, High Speed Commercial Internet Service (HSIS), Local Services Platform (QLSP), Internetwork Calling Name (ICNAM), and Commercial Line Sharing, as well as any other Commercial agreement to which Qwest and CLEC were parties as of the Closing Date. Notwithstanding any provision to the contrary in this Agreement: i. After the eighteen month period, Qwest reserves the right to modify rates. ii. If a Commercial agreement later becomes unavailable on a going forward basis, the agreement will remain available to CLEC on a grandparented basis to serve CLEC's embedded base of customers already being served via services purchased under that Commercial

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			agreement, subject to Qwest's right to modify rates, for at least eighteen months after Qwest has notified CLEC that the agreement is no longer available. c. *Wholesale Agreements.* The Applicable Time Period for Wholesale agreements is at least eighteen months after the Closing Date for Qwest's Wholesale agreements (*i.e.*, offerings made available after a tariffed offering becomes unavailable via tariff): Wholesale Data Services Agreement (ATM, Frame Relay, GeoMax, HDTV-Net, Metro Optical Ethernet, Self-Healing Network, Synchronous Service Transport), as well as any other Wholesale agreement to which Qwest and CLEC were parties as of the Closing Date. Notwithstanding any provisions to the contrary in this Agreement: i. After the eighteen month period, Qwest reserves the right to modify rates. ii. If a Wholesale agreement later becomes unavailable on a going forward basis, the agreement will remain available to CLEC on a grandparented basis to serve CLEC's embedded base of customers already being served via services purchased under that Wholesale agreement for at least eighteen months after Qwest has notified CLEC that the agreement is no longer available, subject to Qwest's right to modify rates. d. *Tariffs.* The Applicable Time Period is at least twelve months after the Closing Date for Qwest wholesale tariff offerings that CLEC ordered from Qwest via tariff as of the Closing Date. Notwithstanding any provision to the contrary in this Agreement, Qwest may engage in Competitive Response pricing as set forth in its tariffs. i. Regarding term and volume discount plans, such plans offered by Qwest as of the Transaction Closing Date will be extended by twelve months beyond the expiration of the then existing term or until May 31, 2013, whichever is later, unless CLEC indicates it opts out of this one-year extension. ii. The Merged Company will honor any existing contracts for services on an individualized term pricing plan arrangement for the duration of the contracted term.
Arizona	Staff/RUCO	Wholesale	The Merged Company shall ensure that Wholesale and CLEC operations are sufficiently staffed and supported, relative to wholesale order volumes, by personnel, including IT personnel, adequately trained on the Qwest and CenturyLink systems and processes. With respect to the Wholesale and CLEC operations, such personnel shall be dedicated exclusively to wholesale operations so as to provide a level of service that is not less than and is functionally equivalent to that which was provided by Qwest prior to the Merger Closing Date and to ensure that CLEC protected information is not used by the Merged Company's retail operations or marketing purposes. The Merged Company will employ people who are dedicated to the task

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			of meeting the needs of CLECs and other wholesale customers
Arizona	Staff/RUCO	Wholesale	The Merged Company shall provide to wholesale carriers, and maintain and make available to wholesale carriers on a going-forward basis, up-to-date escalation information, contact lists, and account manager information and will provide this information, when possible, thirty days prior to the Closing Date. If not possible, the Merged Company will provide the information within five business days, absent exigent circumstances. For changes to support center location, the Merged Company will provide at least thirty days advance written notice to wholesale carriers. For other changes, the Merged Company will provide reasonable notice, as circumstances permit, of the changes and will keep pertinent information timely updated. The information and notice provided shall be consistent with the terms of applicable interconnection agreements. In addition, the Merged Company will provide the information required by this paragraph to the Commission and/or Staff upon request
Arizona	Staff/RUCO	Wholesale	The Merged Company will make available to each wholesale carrier in the Qwest ILEC service territory the types and level of data, information, and assistance that Qwest made available as of the Closing Date concerning Qwest's wholesale Operational Support Systems functions and wholesale business practices and procedures, including information provided via the wholesale web site (which Qwest sometimes refers to as its Product Catalog or "PCAT"), notices, industry letters, the change management process, and databases/tools (loop qualification tools, loop make-up tool, raw loop data tool, ICONN database, *etc.*)
Arizona	Staff/RUCO	Wholesale	Rates Generally. The Merged Company agrees not to increase the rates in Qwest interconnection agreements during the Extended Time Period. If, during the Extended Time Period, the Merged Company offers a Section 251 product or service that is not offered under an interconnection agreement (a "new" product or service), the Merged Company may establish a rate using normal procedures. A product, service, or functionality is not "new" for purposes of this paragraph if Qwest was already providing that product, service, or functionality at existing rates as of the Closing Date in the Qwest ILEC serving territory. a. Regarding rates changed via a Commission cost docket, the Merged Company may initiate a cost docket (or seek rate increases in a cost docket initiated by another party) before the expiration of the thirty-six month period for extension of ICA terms only if (i) the rate elements, charges or functionalities are not already provided under rates as of the Closing Date; or (ii) the cost docket is not initiated until at least eighteen months after the Closing Date and any rates approved in the cost docket will not become effective until after expiration of the thirty-six month period for extension of ICA terms.

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			b. After the Closing Date, in the Qwest ILEC serving territory, the Merged Company shall not assess any fees, charges, surcharges or other assessments upon CLECs for activities that arise during the subscriber acquisition and migration process other than any fees, charges, surcharges or other assessments that were approved by the Commission and charged by Qwest in the Qwest ILEC service territory before the Closing Date, unless Qwest first receives Commission approval. This condition prohibits the Merged Company from charging such fees, charges, surcharges or other assessments, including: i. Service order charges assessed upon CLECs submitting local service requests ("LSRs") for number porting; ii. Access or "use" fees or charges assessed upon CLECs that connect a competitor's own self-provisioned loop, or last mile facility, to the customer side of the Merged Company's network interface device ("NID") enclosure or box; and iii. "Storage" or other related fees, rents or service order charges assessed upon a CLECs' subscriber directory listings information submitted to the Merged Company for publication in a directory listing or inclusion in a directory assistance database.
Arizona	Staff/RUCO	Wholesale	In the Qwest ILEC service territory, to the extent that an interconnection agreement is silent as to an interval for the provision of a product, service or functionality or refers to Qwest's website or Service Interval Guide ("SIG"), the applicable interval, after the Closing Date, shall be no longer than the interval in Qwest's SIG as of the Closing Date, for a period of three years
Arizona	Staff/RUCO	Wholesale	In the Qwest Arizona ILEC service territory, the Merged Company will not seek to avoid any of its obligations on the grounds that Qwest Corporation is exempt from any of the obligations pursuant to Section 251(f)(1) or Section 251(f)(2) of the Communications Act.
Arizona	Staff/RUCO	Wholesale	Qwest will not seek to reclassify as "non-impaired" any Qwest Arizona wire centers for purposes of Section 251 of the Communications Act, nor will the Merged Company file any new petition under Section 10 of the Communications Act seeking forbearance from any Section 251 or 271 obligation or dominant carrier regulation in any Qwest Arizona wire center before June 1, 2012
Arizona	Staff/RUCO	Wholesale	After the Closing Date, the Merged Company agrees that Qwest Corporation or any successor entity will engineer and maintain its Arizona network in compliance with federal and state law, as well as the terms of applicable interconnection agreements. a. Qwest Corporation or any successor entity shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades

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			access to the local loop, as provided by 47 C.F.R. § 51.319(a)(8). b. Qwest Corporation or any successor entity will retire copper in compliance with federal and state law, as well as the terms of applicable interconnection agreements and as required by a change of law.
Arizona	Staff/RUCO	Finance	That the Merged Company be required to report to the Commission and RUCO any of the following events for a period of three years after the close of the merger: 1) default on any loan by CenturyLink, Inc. or any of its Arizona subsidiaries; 2) a delisting of CenturyLink from trading on a major trading exchange; 3) CenturyLink, Inc.'s equity-to-total capital ratio falls below 40% and 4) CenturyLink, Inc. or any of its Arizona ILEC subsidiaries is rated with a non-investment rate grading by any of the three rating agencies including Fitch Ratings, Standard and Poor's and Moody's Investor Services or their successors. CenturyLink shall make its filing with the Commission no later than 30 days subsequent to filing its quarterly report on Form 10-Q or its annual report on Form 10-K with the Securities and Exchange Commission following the event. For the above three-year period, the Merged Company will also provide to Staff its 10Q, 10K, and 8K SEC reports and all publicly available reports issued by any of the three ratings agencies. For the purposes of this condition CenturyLink's equity ratio will be calculated using the total market value of the CenturyLink Inc.'s common stock divided by its total enterprise value
Arizona	Staff/RUCO	Finance	CenturyLink will not seek to recover any acquisition adjustment paid for Qwest
Arizona	Staff/RUCO	Reporting	Within 60 days of the nearest calendar quarter after the annual anniversary date marking the close of the merger, and for two subsequent 12-month reporting periods, CenturyLink shall provide a report describing: a. Substantive activities undertaken relating to integrating Qwest operations with CenturyLink, as well as achieving synergies made available as a result of this transaction. CenturyLink synergies will be reported on a CenturyLink total company basis; b. Costs and projected savings of each such respective activity on a CenturyLink total company and Arizona-allocated basis; c. Organizational and staff force changes in Arizona operations; d. Detail any cost savings that have resulted from the merger and have been passed on to consumers. The company can file its Arizona CAPEX and operating expenses to satisfy this condition; e. Improvement in the Merged Company's complaint level in Arizona; f. New services, including bundles available to customers;

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			g. Improvement in service quality measures; h. Infrastructure improvements; i. Expanded broadband coverage; and j. Any other impacts on Arizona operations and customers. Information regarding condition 34 that is confidential in nature shall be submitted to the Commissioners, the Director of the Utilities Division, and the Director of RUCO with notice of such submittal filed with Docket Control. The information that is not confidential will be filed with Docket Control.
Arizona	Staff/RUCO	Reporting	That if following merger close the Merged Company chooses to conduct layoffs or facility closings in Arizona that are attributable to the merger, it shall submit a report at least 30 days prior to the effective date of the layoffs or closings stating why it is necessary to do so and what efforts the Company is making to re-deploy those individuals elsewhere in the Company. This report shall also state whether any savings associated with facility closings have been re-invested in the Company's Arizona operations, and if not, why. Consistent with condition 34, the company can file its Arizona CAPEX and operating expenses demonstrating that it is re-investing in the state. This report shall be filed for one year following merger close or until CenturyLink informs the Commission by filing an affidavit with Docket Control that merger related activities are completed, whichever comes last. The information regarding condition 35 shall be submitted to the Commissioners, the Director of the Utilities Division, and the Director of RUCO, and may be done on a confidential basis
Arizona	Staff/RUCO	Reporting	Qwest Corporation or any successor entity shall file complete annual reports, including all information required, in the form prescribed by the Commission
Arizona	Staff/RUCO	Reporting	That the Merged Company shall notify the Commission within ten (10) business days of any substantive material changes to the transaction terms and conditions from those set forth in their Application that occur while the transaction is pending before the Commission
Arizona	Staff/RUCO	Reporting	That the Merged Company shall provide notice of merger closure to the Commission within 45 days following the completion of the proposed merger in this transaction
Arizona	Staff/RUCO	Reporting	That for three years following merger close an Executive Vice President, Chief Financial Officer of the Merged Company or appropriate Vice President or Officer shall certify to the Commission annually for three years that all Arizona CenturyLink entities are in compliance with all conditions contained in the Commission's decision in this matter
Arizona	Staff/RUCO	Reporting	Qwest Corporation shall provide within 60 days of merger close the Operating Expense per 1,000 working

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			Access Lines, Annual Investment per 1,000 Working Access Lines, and Employees per 1,000 Working Access Lines by statewide average for the years 2008, 2009 and 2010. Information regarding condition 40 that is confidential in nature shall be submitted to the Director of the Utilities Division with notice of such submittal filed with Docket Control. The information that is not confidential will be filed with Docket Control
Arizona	Staff/RUCO	Regulatory	That the Merged Company shall evaluate existing litigation involving the Commission and make a good faith effort to resolve the issues without further litigation. Following are cases which have entailed significant Commission resources which the Merged Company should include in its evaluation: (a) McLeodUSA v. ACC, Arizona District Case Court Case No. CV07-2145-PHX-HRH; (b) Qwest v. ACC, Arizona District Court Case No. CVO8-2374-PHX-JAT; (c) Pac-WestILevel 3 VNXX Remand Proceeding ACC (Docket Nos. T-0105 1B-05-0495, T-03693A-05-0495, T-0105 1B-05-0415, T-036564A-05-0415
Colorado	Commission Order	General Commitments	However, we direct CenturyLink and Staff, and the OCC if they so choose, to meet within 90 days of the closing of the merger to develop a list of requirements that have been agreed to by the Joint Applicants in other states or imposed by other state public utility commissions as a condition of their approval of the merger. Once this list is completed, CenturyLink shall file the list in this docket for informational purposes. (Commission Order Paragraph 70)
Colorado	Staff	General Commitments – Annual Financial Reporting	1. Joint Applicants agree to annual financial reports in compliance with applicable regulations and PUC requirements. In addition, Qwest Corporation agrees to identify in separate schedules by Uniform System of Accounts "USOA" accounts in the annual reports: goodwill and goodwill impairment associated with the merger transaction, transaction costs associated with closing the merger, any branding costs associated with the merger, and any plant acquisition adjustment associated with the merger. Such costs shall be reflected in appropriate USOA accounts.
Colorado	Staff	General Commitments – Annual Merger Reporting	2. Joint Applicants will provide to Staff annual financial reports reflecting merger-related activity during the Transition Period. The reports will provide functional level details for Corporate Level synergies. This report will be provided at a total company level and Colorado ILEC level. The Settling Parties agree to negotiate the format and content of the report using Attachment A as a baseline.
Colorado	Staff	General Commitments	3. Joint Applicants shall immediately notify the Commission of any material changes to the transaction terms and conditions from those set forth in their Joint Application that occur while a Commission order approving the transaction is either pending or approved but before the transaction is closed. The Joint Applicants shall submit a supplement to their application and request an amended Commission order in this docket if there is a material change to the merger transaction conditions and terms.
Colorado	Staff	Integration	4. Joint Applicants agree to provide Staff with quarterly integration status reporting for Colorado

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		Reporting	following merger close. The initial report shall be made within 90 days following merger close and continue quarterly during the Transition Period (reports will be provided within 30 days following the end of each calendar quarter during the Transition Period). The Settling Parties agree to negotiate the specific content and format of these reports so that the reports are uniform, useful, and complete. Reports shall include a summary of integration-related activity completed since the last filed report and key milestones, deliverables and implementation timelines scheduled, major risks and contingency plans for the upcoming quarter and beyond if available for all substantial integration team efforts. The settling Parties agree to use Attachment B as a starting point to determine what shall be included in these reports.
Colorado	Staff	Integration Reporting	5. Additionally for operations support systems ("OSS"), during the Transition Period, CenturyLink shall provide Staff with detailed notice at least 180 days for non-wholesale impacting OSS, and shall provide reports and plans regarding such activity in the integration reports as provided in paragraph 4 above, of any major changes or conversions to any of the Qwest and Century Link OSS used by Qwest Corporation, El Paso County Telephone Company, Century Tel of Eagle and Century Tel of Colorado. Prior to implementation of any major system change that requires the reporting set forth above, Joint Applicants will provide staff with additional documentation verifying conversion readiness. The Settling Parties agree to negotiate the specific content and format of such reports.
Colorado	Staff	Financial	6. Goodwill and goodwill impairment associated with the merger transaction, transaction costs (that is, costs associated with due diligence of the merger, pre-merger and closing the merger), any branding costs associated with the merger, and any plant acquisition adjustment associated with the proposed merger shall be identified and recorded in the appropriate USOA accounts consistent with Commission and FCC accounting rules, and shall not be included in any Colorado ratemaking or cost development process, such as Total Services Long Run Incremental Cost ("TSLRIC"), Total Element Long Run Incremental Cost ("TELRIC"), Colorado High Cost Support Mechanism ("CHCSM"), and Fully Distributed Cost ("FDC").
Colorado	Staff	Financial	7. If any LEC affiliate of Joint Applicants seeks funding from the CHCSM, that affiliate shall comply with the Commission's CHCSM rules applicable to that LEC, as may be amended or altered by pending or future rulemaking proceedings. Joint Applicants shall not include acquisition premiums or transaction costs associated with closing the merger in any recovery from the fund. All other adjustments to the process for CHCSM shall be handled through CHCSM rulemakings.
Colorado	Staff	Broadband - Network Infrastructure	8. Provided that the merger closes, Joint Applicants shall invest no less than $70 million in broadband infrastructure in Colorado over a five year period beginning January 1, 2011. Twenty percent (20%) of this amount shall be invested in unserved or underserved areas. For purposes of this Stipulation,

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			"unserved" means an area that has no wireline broadband service, and "underserved" means an area with wireline broadband service but only at download speeds of 1.5 Mbps or less, and "area" means one or more living units. Joint Applicants may invest less than 20% of the total amount in unserved or underserved areas only if Joint Applicants and Staff jointly agree after consultation that such investments would not be appropriate based on deployment costs, availability of other broadband services in those areas, or other pertinent factors, but any such agreement shall not impact the total amount of the commitment.
Colorado	Staff	Network Infrastructure	9. Starting with 2011 and annually during the Transition Period, Joint Applicants and Staff will confidentially review Joint Applicants' plans for total Colorado capital expenditures, including an evaluation of CM8 analog loop systems and Ericsson and Siemens central office switches as part of its capital expenditure plans.
Colorado	Staff	911	10. Joint Applicants shall work with the 911 Task Force as appropriate to develop a response to the statewide Next Gen 911 plan currently being defined by the Colorado 911 Task Force. The Joint Applicants agree to jointly present such a plan to the Colorado 911 Task Force and the Commission within twelve months of the merger close. 11. Joint Applicants shall work with Staff and the Colorado 911 Task Force, and shall provide 911 contingency plans within one year of merger close, including business continuity plans and disaster recovery plans. Joint Applicants shall evaluate 911 redundancy issues statewide and present the results of the evaluation and solution options to the Commission Staff, the Colorado 911 Task Force and 911 Authorities and PSAPs as applicable, within twelve months of the merger close.
Colorado	Staff	Service Quality - Qwest	12. During the Transition Period, Qwest Corporation will submit to Staff and the Office of the Consumer Counsel ("OCC") on a confidential basis a supplement to its service quality reporting including the following retail service quality metrics using the definitions and results from its wholesale Colorado Performance Assurance Plan ("CPAP") and associated Performance Indicator Definitions ("PID"): 12.1. Number of Company Initiated Due Date Changes Per Order 12.2. Installation Commitments Met 12.3. Installation Interval 12.4. New Service Installation Quality Reported to Repair 12.5. Delayed Days for Non-Facility Reasons 12.6. Delayed Days for Facility Reasons 12.7. Interval for Pending Orders Delayed Past Due Date 12.8. Calls Answered Within XX Seconds 12.9. Out of Service Cleared Within 24 Hours

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			12.10. All Troubles Cleared Within 4 Hours 12.11. Mean Time to Restore 12.12. Repair Repeat Report Rate 12.13. Trouble Rate 12.14. Repair Appointments Met
Colorado	Staff	Service Quality – CTL	13. During the Transition Period, the CenturyLink operating entities will submit to Staff and OCC on a confidential basis a supplement to its service quality reporting including the following retail service quality metrics: 13.1. Wire center level performance reporting for the out of service cleared within 24 hours metric. 13.2. Wire center performance reporting for the trouble report rate metric. 13.3. Repeat trouble report rate (30 days).
Colorado	Staff	Service Quality	14. If, upon review of the items provided pursuant to paragraphs 12 and 13 above, if Staff has reasonable cause to be concerned about performance degradation relative to one or more of such items, Staff may inquire through requests to Joint Applicants about such perceived significant decline in service, and Joint Applicants agree to respond to such requests and provide a root cause analysis and/or remediation plan, if necessary. 15. During the Transition Period, Joint Applicants agree to meet quarterly with Staff and OCC to discuss integration reports provided pursuant to paragraph 4 above, and the service quality reports filed under paragraphs 12 and 13. 16. Nothing in this Agreement shall reduce or impair existing service quality obligations, standards, or reporting by Joint Applicants, nor shall this Agreement impair the right of the Trial Staff or the OCC to seek information within the scope of their statutory authority, to initiate complaints or any other right or remedy regarding service quality existing in Colorado law, Commission rules, or Commission orders applicable to the Joint Applicants.
Colorado	Staff	Wholesale	The Settling Parties agree that the conditions and commitments reflected in the Settlement Agreement and Stipulation between Joint Applicants and Integra Telecom, Inc. filed with the Commission in this docket, which will be made available to any requesting carrier after fully executed, filed with and if necessary approved by the Commission, serves the public interest and sufficiently addresses the concerns regarding wholesale matters raised by Staff in their testimony.10

[10] Joint Applicants agree to provide Staff with the notices and detailed plans relating to wholesale OSS changes as described in paragraph 12(a) of the Integra settlement.

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Colorado	Staff	General provisions	Joint Applicants shall continue to comply with all relevant and applicable Commission orders and decisions. This Agreement is made for settlement purposes only. No Settling Party concedes the validity or correctness of any regulatory principle or methodology directly or indirectly incorporated in this Agreement. Furthermore, this Agreement does not constitute agreement, by any Settling Party, that any principle or methodology contained within this Agreement may be applied to any situation other than the above-captioned case, except as expressly set forth herein. No binding precedential effect or other significance, except as may be necessary to enforce this Agreement or a Commission order concerning the Agreement, shall attach to any principle or methodology contained in the Agreement, except as expressly set forth herein. The Settling Parties agree that with the Agreement and Joint Applicants' commitments herein, the merger of Joint Applicants is consistent with and not contrary to the public interest and should be approved and authorized by the Commission. The Settling Parties will support all aspects of the Agreement embodied in this document in any hearing conducted to determine whether the Commission should approve this Agreement, and/or in any other hearing, proceeding, or judicial review relating to this Agreement or the implementation of its terms and conditions. Each Settling Party also agrees that, except as expressly provided in this Agreement, it will take no action in any administrative or judicial proceeding, or otherwise, which would have the effect, directly or indirectly, of contravening the provisions or purposes of this Agreement. Nothing in this Agreement shall constitute a waiver by any Settling Party with respect to any matter not specifically addressed in this Agreement. In the event this Agreement becomes null and void or in the event the Commission does not approve this Agreement, or in the event that the merger does not close, this Agreement, as well as the negotiations or discussions undertaken in conjunction with the Agreement, shall not be admissible into evidence in these or any other proceedings. The Settling Parties state that they have reached this Agreement by means of a negotiated process that is in the public interest, and that the results reflected in this Agreement are just, reasonable, and not contrary to the public interest. The Settling Parties agree jointly to apply to the Commission for a waiver of compliance with any requirements of the Commission's Rules and Regulations to the extent necessary to permit all provisions of this Agreement to be carried out and effectuated. This Agreement is an integrated agreement that may not be altered by the unilateral determination of any party to the Agreement. This Agreement may be signed in counterparts, each of which shall be deemed an original. This Agreement may be executed and delivered by facsimile and the Settling Parties agree that such facsimile

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			execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each Settling Party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by the Settling Parties to the same extent that an original signature could be used. The Settling Parties expressly reserve the right to advocate positions different from those stated in this Agreement in any proceeding other than one necessary to obtain approval of, or to implement, this Agreement or its terms and conditions, but this paragraph shall not contravene or reduce any Settling Party's obligations set forth in paragraph 19 of this Agreement. This Agreement is only effective upon merger closing, and is null and void and of no binding effect in the event the merger does not close
Colorado		Financial	The Joint Applicants will voluntary commitment to continue charitable giving from their regulated entities in Colorado at Qwest's current levels for a two-year period. Approximately $700k annually.
Iowa	OCA	Reporting	Applicants or Company shall notify the Board and OCA of closing of the proposed transaction within ten days of the closing. Following closing, Company shall submit timely reports to the Board, with copies to the OCA, no less frequently than quarterly, showing integration plans when and as developed and describing the scheduling and coping of major systems conversions that may impact Iowa customers including but not limited to business office and trouble reporting call centers, maintenance systems that monitor central office and transport equipment, engineering systems, outside plant record systems, billing systems, and wholesale OSS.
Iowa	OCA	Service Quality	The quality and reliability of all service provided in Iowa by Applicants and their subsidiaries and affiliates are of vital concern to Iowa consumers and the Iowa public. Applicants commit to working with OCA and Board staff to develop new service quality reporting formats, based on the formats developed following the merger in Board Docket No. SPU-99-27, but revised to reflect current circumstances, for the purpose of enabling the Board to monitor whether service quality is preserved as the Iowa operations of Applicants are integrated. Applicants and the OCA shall strive to develop new formats that are simple, internally consistent, not unreasonably burdensome, relevant, and that meaningfully enable and assist the monitoring of trouble reports, repairs, provisioning, held orders or other appropriate measures of service quality over time as the integration proceeds. Such formats shall be subject to Board approval following OCA comments. Upon closing, and continuing for a period of three years following closing, Company shall submit quarterly service quality reports with monthly data in the newly developed formats. If new reporting formats have not been developed and approved by the Board as of the closing, Company shall use the formats developed following the merger in Board Docket No. SPU-99-27, or an appropriate subset of the service quality metrics used in such formats, as agreed by Company and OCA, until such time as

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			new reporting formats have been developed and approved by the Board. The reporting shall in all respects be subject to the Board's oversight.
Iowa	OCA	Finance	Applicants agree to make all records equally available to both the Board and the OCA pursuant to IAC 199-31.2 within the State of Iowa. If access to relevant records of affiliates in Iowa is not commercially practical, Applicants agree to reimburse any reasonable costs incurred by the OCA or the Board and its employees or contractors in accessing such records outside the State.
Iowa	OCA	Finance	The Applicants will commit to charitable contributions in Iowa at a minimum level of $125,000 per year, for a period of two years following the closing.
Iowa	CLECs	Wholesale	Qwest Corporation (or any successor entity) will not discontinue their wholesale Operations Support Systems (OSS) for a minimum of 24 months, post transaction closing. In the event that any Qwest OSS is subsequently changed or retired, Qwest Corporation will utilize the terms and conditions set forth in the Change Management Process (CMP) and consistent with the CMP condition below, but in no event shall there be less than 6 months notice of the retirement of the legacy Qwest OSS from current Qwest territories. In the event that any CenturyLink OSS is introduced, changed, or retired, CenturyLink will provide 6 months advance notification to the affected interconnecting carriers. During that 6 month period (or earlier upon agreement of the parties) established for retiring a Qwest or CenturyLink OSS, any interconnected CLEC or CMRS provider shall be permitted to test the proposed replacement OSS, and CenturyLink shall cooperate with such testing at no charge to the testing carrier, including but not limited to, making available a testing environment.
Iowa	CLECs	Wholesale	Qwest Corporation (or any successor entity operating in current Qwest territories) will honor all obligations under its existing interconnection agreements. i. Extension. Qwest Corporation will not terminate or change the conditions of any CLEC or CMRS interconnection agreement, with the exception of changes of law, unless requested or agreed to by the interconnecting CLEC or CMRS provider, or in the event of default or other triggering event expressly contemplated by the terms of the agreement, for a period of: (1) 36 months from the Closing Date for any CLEC or CMRS interconnection agreement that is not expired as of the Closing Date of the transaction and for any CLEC or CMRS interconnection agreement that has been expired for less than 3 years as of the Closing Date of the transaction; (2) 24 months from the Closing for any CLEC interconnection agreement that has been expired for more than 3 years and has been amended to include Qwest's TRRO language and for any other CMRS interconnection agreements; or (3) 12 months from the Closing Date for any CLEC interconnection agreement that has been expired for more than three years and not amended to include Qwest's TRRO language as of the Closing Date of the transaction.

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			ii. Negotiation and Opting-In. Where parties are in negotiations for the initial successor agreement to an agreement covered in Paragraph 2(b)(i)(1) above, the interconnecting CLEC or CMRS provider may, at its option, use its currently existing agreement as the basis for negotiating the initial successor agreement with Qwest Corporation. Unless mutually agreed otherwise, the parties agree to incorporate the amendments to the existing agreement into the body of the agreement used as the basis for such negotiations of the initial successor agreement. An interconnecting CLEC or CMRS provider may opt-in to an interconnection agreement in its initial term or the extend term provided for in 2(b)(i)(1), if applicable. This provision does not limit any opt-in rights a carrier may have under Section 252(i) or FCC rules or orders. If Qwest Corporation and a requesting CLEC or CMRS provider are in negotiations for a replacement interconnection agreement before the Closing Date, Qwest Corporation will allow the requesting CLEC or CMRS provider to continue to use the negotiation draft upon which the negotiations prior to the Closing Date have been conducted as the basis for negotiating that replacement interconnection agreement. iii. Protection against Tariff-Based Changes. Qwest Corporation agrees that it will not seek approval for new tariff rates to establish any new wholesale charges for service order processing (including, but not limited to, fees associated with ASRs and LSRs), directory listings or directory listing storage, non-published number charges, local number portability charges, or E911 records transaction or storage charges for 36 months from the Closing Date, unless otherwise required by law or FCC or state regulatory commission decision.
Iowa	CLECs	Wholesale	Following the Closing Date, Qwest Corporation shall not discontinue the use of the Qwest Performance Assurance Plan (QPAP) for 36 months after the transaction closing. CenturyLink and Qwest Corporation do not waive the right to seek modifications under the terms and conditions outlined in the Qwest QPAP. Qwest Corporation shall continue to provide the monthly reports of wholesale performance metrics to Staff and to each CLEC as set forth in the QPAP, unless modified under the terms and conditions outlined in the QPAP.
Iowa	CLECs	Wholesale	Qwest Corporation will maintain the current Qwest Corporation Change Management Process ("CMP") for 36 months after the transaction closing, utilizing the terms and conditions set forth in the CMP Document. CenturyLink and Qwest Corporation do not waive their rights to modify the CMP consistent with the provisions contained in the CMP Document. Pending CLEC Change Requests shall continue to be processed in a commercially reasonable time frame consistent with the provisions contained in the CMP Document.
Iowa	CLECs	Wholesale	By virtue of the FCC's jurisdiction, to the extent inconsistent, any terms and conditions applicable to CLECs and CMRS providers contained in the FCC's order approving the merger will automatically be

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			incorporated into and supersede the terms contained in paragraphs 2(a), 2(b), 2(c), and 2(d) herein, expect to the extent it is state-specific. Nothing in this agreement shall preclude CLECs and CMRS providers from obtaining in Iowa the benefits of additional FCC conditions not addressed in this agreement.
Pennsylvania	OCA/ OSBA	Broadband	Upon entry of a Commission Order approving this Settlement, CenturyLink commits to adding 16 specific Carrier Serving Areas ("CSAs") that do not currently have sufficient requests to qualify for the Bona Fide Retail Request ("BFRR") program to CenturyLink's 2011 broadband development schedule in Pennsylvania. The list of specific CSAs is set forth in CONFIDENTIAL Attachment 1. In addition, upon close of the transaction and entry of a final Commission Order approving this Settlement until December 31, 2012 CenturyLink commits to deploying all CSAs that subsequently receive a sufficient number of requests to qualify for deployment within 365 calendar days from the date of their qualification under CenturyLink's BFRR program. Nothing in this agreement shall preclude CenturyLink from exercising rights under Section 3014(C)(5) of Act 183.
Pennsylvania	OCA/ OSBA	Service Quality	For a period of three years commencing upon close of the transaction and following a final Commission Order approving the Settlement, CenturyLink will notify the Commission and OCA and OSBA if its service outage repair index falls below 90% restored/repaired in (a) any one month across the CenturyLink (United PA) system as a whole; or (b) for three consecutive months in any one exchange.
Pennsylvania	OCA/ OSBA	Finance	For a period of three years commencing upon close of the transaction and following a final Commission Order approving the Settlement, CenturyLink will agree to meet with OCA and OSBA 30 calendar days in advance of any filing to pledge assets of CenturyLink made pursuant to Chapter 19 of the Pennsylvania Public Utility Code.
Pennsylvania	OCA/ OSBA	Reporting	For a period of three years commencing upon close of the transaction and following a Commission Order approving the Settlement: (A) CenturyLink will submit to the Commission and OCA and OSBA a quarterly report on the integration of billing systems and business and repair office operations, with speed of answer included in the report; and (B) CenturyLink will submit to the Commission and OCA and OSBA a quarterly report that identifies the number of company personnel that are associated with the maintenance of CenturyLink's Pennsylvania network facilities, with the level of maintenance expense and personnel described in the report.
Pennsylvania	OCA/ OSBA	Price Filings	2. Pursuant to its alternative regulation plan and Act 183 (66 Pa. C.S. §§ 3011-3019), in September of every year, CenturyLink files its annual Price Stability Index /Service Price Index Filing ("Filing"). Upon close of the transaction and following a final Commission Order approving the Settlement, for the September 2011 and September 2012 Filings, CenturyLink agrees to forgo using revenues made available pursuant to the annual Maximum Allowed Price Increase calculation to increase the rates of non-competitive services. For the September 2011 and September 2012 Filings, and upon

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			close of the transaction and following a final Commission Order approving the Settlement, CenturyLink also agrees not to bank any such allowed increases and agrees not to recover any such increases associated with the 2011 and 2012 Filings from any other source, such as the Pennsylvania Universal Service Fund, or use that revenue for any other purpose. Nothing in this settlement or this provision shall prohibit CenturyLink from using existing banked revenues to increase rates for non-competitive services during this two-year period. Notwithstanding the forgoing provisions, CenturyLink retains all rights to increase any rates at any time – even if within the time periods corresponding to the 2011 and 2012 Filings per this paragraph – for including, but not limited to, any Commission approved access charge rate changes or as otherwise set forth in Part 3.A. at paragraph 9 and Part 3.B of CenturyLink's Revised Amended Alternative Regulation Plan (June 9, 2005).
Pennsylvania	OCA/ OSBA	Reporting	(A) For the most recent quarter prior to the close of the CenturyLink, Inc. and QCII transaction, as further addressed in the Joint Application, CenturyLink, Inc. will provide the OSBA and OCA with the following upon close of the transaction and following a final Commission Order approving the Settlement: 1. Qwest Communications International, Inc.'s quarterly income statement. 2. CenturyLink, Inc.'s quarterly income statement. 3. Total access lines at the end of that quarter for all Qwest Communications International, Inc. ILEC affiliates and Qwest CLEC/IXC affiliates. Parties agree that this information will be treated as confidential and shall not be released to the public or used outside the context of a proprietary order. 4. Total access lines at the end of that quarter for all CenturyLink, Inc. ILEC affiliates and CLEC/IXC affiliates. Parties agree that this information will be treated as confidential and shall not be released to the public or used outside the context of a proprietary order. 5. Total access lines in Pennsylvania at end of that quarter for Commission regulated entities of QCII. Parties agree that this information will be treated as confidential and shall not be released to the public or used outside the context of a proprietary order. 6. Total access lines in Pennsylvania at end of that quarter for Commission regulated

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			entities of CenturyLink, Inc. Parties agree that this information will be treated as confidential and shall not be released to the public or used outside the context of a proprietary order. (B) For a period of three years following the close of the transaction, CenturyLink agrees to provide to OSBA and OCA the following documents upon close of the transaction and following a final Commission Order approving the Settlement: 1. CenturyLink, Inc.'s quarterly income statement. 2. CenturyLink, Inc's total number of access lines at the end of each quarter. Parties agree that this information will be treated as confidential and shall not be released to the public or used outside the context of a proprietary order. 3. Total company number of access lines in Pennsylvania for CenturyLink, Inc.'s ILEC affiliate, for CenturyLink's IXC, and for QCC at the end of each quarter. Parties agree that this information will be treated as confidential and shall not be released to the public or used outside the context of a proprietary order.
Minnesota	DoC	Broadband	The Company shall commit to invest $50 million in broadband infrastructure in Minnesota over a five year period beginning on the date the transaction closes (the "Closing Date") and concluding five years thereafter. One-third (33%) of the broadband investment will be made in areas in Minnesota that are unserved or underserved. For purposes of this agreement, unserved means no wireline broadband service is available and underserved means broadband wireline service up to 1.5Mbps. The Company agrees to make annual filings that are subject to confidentiality afforded materials containing trade secrets and that documents its compliance with this commitment.
Minnesota	DoC	Wholesale	Qwest Corporation or any successor entity (pre-merger or post-merger "Qwest" or "Qwest Corporation") will not discontinue their wholesale Operations Support Systems (OSS) for a minimum of 24 months, post transaction closing. In the event that any Qwest OSS is subsequently changed or retired, Qwest Corporation will utilize the terms and conditions set forth in the Change Management Process (CMP) and consistent with the CMP condition below, but in no event shall there be less than 6 months notice of the retirement of the legacy Qwest OSS from current Qwest territories. In the event that any CenturyLink OSS is introduced, changed, or retired, CenturyLink will provide 6 months advance notification to the affected interconnecting carriers. During that 6 month period (or earlier upon agreement of the parties) established

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			for retiring a Qwest or CenturyLink OSS, any interconnected CLEC or CMRS provider shall be permitted to test the proposed replacement OSS, and Qwest and/or CenturyLink shall cooperate with such testing at no charge to the testing carrier, including but not limited to, making available a testing environment.
Minnesota	DoC	Wholesale	Qwest Corporation or any successor entity operating in current Qwest territories (pre-merger or post-merger "Qwest" or "Qwest Corporation") will honor all obligations under its existing interconnection agreements. i. Extension. Qwest Corporation will not terminate or change the conditions of any CLEC or CMRS interconnection agreement, with the exception of changes of law or to the extent Qwest is relieved by law of a current wholesale obligation, unless requested or agreed to by the interconnecting CLEC or CMRS provider, or in the event of default or other triggering event expressly contemplated by the terms of the agreement, for a period of: (1) 36 months from the Closing Date for any CLEC or CMRS interconnection agreement that is not expired as of the Closing Date of the transaction and for any CLEC or CMRS interconnection agreement that has been expired for less than 3 years as of the Closing Date of the transaction; (2) 24 months from the Closing Date for any CLEC interconnection agreement that has been expired for more than 3 years and has been amended to include Qwest's TRRO language and for any other CMRS interconnection agreements; or (3) 12 months from the Closing Date for any CLEC interconnection agreement that has been expired for more than three years and not amended to include Qwest's TRRO language as of the Closing Date of the transaction. ii. Negotiation and Opting-In. Where parties are in negotiations for the initial successor agreement to an agreement covered in subpart 1 above, the interconnecting CLEC or CMRS provider may, at its option, use its currently existing agreement as the basis for negotiating the initial successor agreement with Qwest Corporation. Unless mutually agreed otherwise, the parties agree to incorporate the amendments to the existing agreement into the body of the agreement used as the basis for such negotiations of the initial successor agreement. An interconnecting CLEC or CMRS provider may opt-in to an interconnection agreement in its initial term or the extend term provided for in subpart 1, if applicable. This provision does not limit any opt-in rights a carrier may have under Section 252(i) or FCC rules or orders. If Qwest Corporation and a requesting CLEC or CMRS provider are in negotiations for a replacement interconnection agreement before the Closing Date, Qwest Corporation will allow the requesting CLEC or CMRS provider to continue to use the negotiation draft upon which the negotiations prior to the Closing Date have been conducted as the basis for negotiating that replacement interconnection agreement. iii. Protection against Tariff-Based Changes. Qwest Corporation agrees that it will not seek

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			approval for new tariff rates to establish any new wholesale charges for service order processing [including, but not limited to, fees associated with Access Service Requests(ASRs) and Local Service Requests (LSRs)], directory listings or directory listing storage, non-published number charges, local number portability charges, or E911 records transaction or storage charges for 36 months from the Closing Date, unless otherwise required by law or FCC or Minnesota regulatory commission decision.
Minnesota	DoC	Wholesale	Following the Closing Date, Qwest Corporation (pre-merger or post-merger "Qwest" or "Qwest Corporation") shall not discontinue the use of the Minnesota Performance Assurance Plan (QPAP) for 36 months after the transaction closing. CenturyLink and Qwest Corporation do not waive the right to seek modifications under the terms and conditions outlined in the Qwest MPAP. Qwest Corporation shall continue to provide the monthly reports of wholesale performance metrics to Staff and to each CLEC as set forth in the MPAP, unless modified under the terms and conditions outlined in the MPAP.
Minnesota	DoC	Wholesale	Qwest Corporation (pre-merger or post-merger "Qwest" or "Qwest Corporation") will maintain the current Qwest Corporation Change Management Process ("CMP") for 36 months after the transaction closing, utilizing the terms and conditions set forth in the CMP Document. CenturyLink and Qwest Corporation do not waive their rights to modify the CMP consistent with the provisions contained in the CMP Document. Pending CLEC Change Requests shall continue to be processed in a commercially reasonable time frame consistent with the provisions contained in the CMP Document.
Minnesota	DoC	Wholesale	By virtue of the FCC's jurisdiction, to the extent inconsistent, any terms and conditions applicable to CLECs and CMRS providers contained in the FCC's order approving the merger will automatically be incorporated into and supersede the terms in this section above, expect to the extent it is state-specific. Nothing in this agreement shall preclude CLECs and CMRS providers from obtaining in Minnesota the benefits of additional FCC conditions not addressed in this agreement.
Minnesota	DoC	Retail Prices	The Company agrees to forgo its ability to obtain a 1FR (one-party flat rate residential) standalone, 1MR (one-party measured rate residential) standalone and 1FB (one-party flat rate business) standalone increase through 2012 for all operating companies post-merger (Qwest, legacy Embarq, legacy CenturyTel). The Company reserves the right to increase 1FR, 1MR, and 1FB standalone rates in a revenue neutral manner to offset revenue losses from exogenous events consistent with applicable Alternative Form of Regulation (AFOR) requirements in the legacy Qwest and legacy Embarq plans. The legacy CenturyTel companies reserve the right to increase 1FR, 1MR, and 1FB standalone rates in a revenue neutral manner to offset revenue losses from exogenous events as defined in the legacy Embarq AFOR without having to file a rate case.
Utah	OCS	Service Quality	The Company agrees not to seek a waiver from the requirements of R. 746-340, sections 8 and 9, for two

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			years following the date of the close of the merger.
Utah	OCS	Retail Prices	The Company agrees to not increase the residential measured service rate during 2011.
Utah	OCS	Retail Prices	If the Company increases basic residential service rates during 2011, then at the time of the increase the Company agrees to provide an additional off-setting credit until the end of 2011 to Lifeline customers that would negate the amount of any such increase such that Lifeline customers would not experience a basic service rate increase.
Utah	OCS	Retail Prices	If the Company increases basic residential service rates during 2011, the Company will provide at least 30 days advanced notice to the OCS, prior to the issuing of customer notices.
Utah	OCS	Retail Prices	The Company will provide to its customer service representatives (CSRs) handling calls from Utah customers with special scripting that will address situations where Utah customers call about any basic residential service rate increases. Such scripting will provide instructions advising the customer that if the customer is not satisfied with other Company offerings that are suitable for the customer, such as bundles or packages, and if the customer informs the Company that the offerings do not meet the customer's needs or that he or she wants to disconnect his/her basic residential service, the CSR will inform the customer about measured service options.
Utah	DPU	Broadband	The Joint Applicants and the Company shall commit to invest at least $25 million in broadband infrastructure ("Broadband") to benefit retail customers in Utah over a five-year period beginning on January 1, 2011 and concluding five years thereafter. In the event the transaction does not close, this Broadband capital commitment will be null and void. Fifteen percent of the Broadband investment will be made in areas in Utah that are unserved or underserved. For purposes of this agreement, "unserved" means no wireline Broadband service is available, and "underserved" means Broadband wireline service up to and including 1.5 megabits per second ("Mbps") download speed. The Company agrees to make annual filings that document the Company's compliance with this Broadband commitment for a period of five years. These Broadband annual filings are subject to confidentiality afforded materials containing trade secrets that are considered protected records under the Utah Government Records Access Management Act ("GRAMA"). For the first two years, this Broadband filing requirement will be satisfied by the Company's filings made under Section III. D.1., herein. If the Company meets its Broadband financial commitment in less than five years, this reporting requirement will be terminated.
Utah	DPU	Wholesale	Qwest Corporation or any successor entity (pre-merger or post-merger "Qwest" or "Qwest Corporation") will not discontinue its wholesale Operations Support Systems ("OSS") for a minimum of 24 months, post-transaction closing. In the event that any Qwest OSS is subsequently changed or retired, Qwest Corporation will utilize the terms and conditions set forth in the Change Management Process ("CMP") and consistent with the CMP

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			condition below, but in no event shall there be less than six (6) months notice of the retirement of the legacy Qwest OSS from current Qwest territories. During that six-month notice period established for retiring a Qwest OSS, any interconnected CLEC or Commercial Mobile Radio Service ("CMRS") provider shall be permitted to test the proposed replacement OSS, and the Company shall cooperate with such testing, at no charge to the testing carrier, including but not limited to making available a testing environment
Utah	DPU	Wholesale	Qwest Corporation or any successor entity operating in current Qwest territories (pre-merger or post-merger "Qwest" or "Qwest Corporation") will honor all obligations under its existing interconnection agreements. a. Extension. Qwest Corporation will not terminate or change the conditions of any CLEC or CMRS interconnection agreement, with the exception of changes required by law or to the extent Qwest is relieved by law of a current wholesale obligation, unless requested or agreed to by the CLEC or CMRS provider, or in the event of default or other triggering event expressly contemplated by the terms of the agreement, for a period of: 1. 36 months from the Closing Date for any CLEC or CMRS interconnection agreement that is not expired as of the Closing Date of the transaction and for any CLEC or CMRS interconnection agreement that has been expired less than three (3) years as of the Closing Date of the transaction; 2. 24 months from the Closing Date for any CLEC interconnection agreement that has been expired for more than three (3) years and has been amended to include Qwest's *TRRO* language and for any other CMRS interconnection agreement; or 3. 12 months from the Closing Date for any CLEC interconnection agreement that has been expired for more than three (3) years and not amended to include Qwest's *TRRO* language as of the Closing Date of the transaction. b. Negotiation and Opting-In. Where parties are in negotiations for the initial successor agreement to an agreement covered in subpart III B.2 above, the interconnecting CLEC or CMRS provider may, at its option, use its currently existing agreement as the basis for negotiating the initial successor agreement with Qwest Corporation. Unless mutually agreed otherwise, the parties agree to incorporate the amendments to the existing agreement into the body of the agreement used as the basis for such negotiations of the initial successor agreement. An interconnecting CLEC or CMRS provider may opt-in to an interconnection agreement in its initial term or the extended term provided for in subpart III B.2 above, if applicable. This provision does not limit any opt-in rights a carrier may have under Section 252(i) or FCC rules or orders. If

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			Qwest Corporation and a requesting CLEC or CMRS provider are in negotiations for a replacement interconnection agreement before the Closing Date, Qwest Corporation will allow the requesting CLEC or CMRS provider to continue to use the negotiation draft upon which the negotiations prior to the Closing Date have been conducted as the basis for negotiating that replacement interconnection agreement
Utah	DPU	Wholesale	Qwest Corporation agrees that it will not seek approval for new rates, whether pursuant to interconnection agreements or tariff, to establish any new wholesale charges for service order processing, including but not limited to fees associated with Access Service Requests ("ASRs") and Local Service Requests ("LSRs"), directory listings or directory listing storage, non-published number charges, local number portability charges, or E911 records transaction or storage charges for 36 months from the Closing Date, unless otherwise required by law or FCC or Utah Commission decision.
Utah	DPU	Wholesale	Following the Closing Date, Qwest Corporation (pre-merger or post-merger "Qwest" or "Qwest Corporation") shall not discontinue the use of the Utah Performance Assurance Plan ("UPAP") for at least 36 months after the transaction closing. The Parties agree that the UPAP does not automatically terminate at the expiration of the 36 months, but that the Company may, before the expiration of the 36 months, initiate a proceeding to modify or discontinue the UPAP after the expiration of the 36-month term. CenturyLink and Qwest Corporation do not waive the right to seek modifications under the terms and conditions outlined in the Qwest UPAP. Qwest Corporation shall continue to provide the monthly reports of wholesale performance metrics to Staff and to each CLEC as set forth in the UPAP, unless modified under the terms and conditions outlined in the UPAP. Within three (3) months of the merger close, the Company will file a motion in Docket No. 09-049-60 with the Commission to limit the scope of that proceeding to consider only the elimination of the "Tier 2" payments, along with any other mutually agreed upon changes between the parties in that proceeding. The Division agrees to support the elimination of the Tier 2 payments.
Utah	DPU	Wholesale	Qwest Corporation (pre-merger or post-merger "Qwest" or "Qwest Corporation") will maintain the current Qwest Corporation Change Management Process ("CMP") for 36 months after the transaction closing, utilizing the terms and conditions set forth in the CMP Document. CenturyLink and Qwest Corporation do not waive their rights to modify the CMP consistent with the provisions contained in the CMP Document. Pending CLEC Change Requests shall continue to be processed in a commercially reasonable time frame consistent with the provisions contained in the CMP Document.
Utah	DPU	Wholesale	By virtue of the FCC's jurisdiction, to the extent inconsistent, any required terms and conditions applicable to CLECs or CMRS providers contained in the FCC's order approving the merger will automatically be incorporated into and supersede the terms in this section above, except to the extent it is state-specific.

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			Nothing in this agreement shall preclude CLECs and CMRS providers from obtaining in Utah the benefits for additional FCC conditions not addressed in the agreement
Utah	DPU	Regulatory	The Company agrees that the Utah ILEC operating subsidiary, Qwest Corporation, which is currently classified as a Bell Operating Company ("BOC") pursuant to 47 U.S.C. Section 153(4), will continue to be classified as a BOC after the close of the merger. The agreement in this paragraph is subject to any change of law that may alter the definition of a "BOC" or otherwise change the classification of Qwest Corporation. The Company has no current plans to seek reclassification of Qwest Corporation.
Utah	DPU	Service Quality	The Company agrees not to seek a waiver from the requirements of R. 746-340, sections 8 and 9, for two (2) years following the date of the close of the merger.
Utah	DPU	Reporting	Commencing six (6) months after the close of the merger, and then every six months thereafter until the end of the two-year reporting period, the Company shall file a report showing its Broadband investment in Utah for the prior six months and its projected Broadband investment in Utah for the next six months.
Utah	DPU	Reporting	Commencing six (6) months after the close of the merger, and then every six months thereafter until the end of the two-year reporting period, the Company shall file a report showing its capital expenditures in Utah for the prior six months and its projected capital expenditures in Utah for the next six months.
Utah	DPU	Reporting	Commencing six (6) months after the close of the merger, and then every six months thereafter until the end of the two-year reporting period, the Company shall file a report showing the total headcount in Utah.
Utah	DPU	Reporting	Commencing six (6) months after the close of the merger, and then every six months thereafter, the Company shall file a report showing Broadband availability, including the range of available Broadband speeds, for each Company wire center in Utah.
Utah	DPU	Reporting	The Company will provide the Commission on the first and second anniversary of the transaction close a report for the previous calendar year showing system-wide capital expenditures, which can be compared to the Utah-specific data provided pursuant to paragraph D.2 of this section.
Utah	DPU	Reporting	After the two-year period for providing the reports referenced in this section has ended, the Division may request that the Company meet with the Division to address questions regarding investment in Utah which may arise.
Utah	DPU	Reporting	All information provided in the reports required by this section shall be subject to confidentiality afforded materials containing trade secrets, and shall be marked and treated as confidential and considered as a protected record pursuant to the Utah Government Records Access Management Act ("GRAMA").
Utah	DPU	Regulatory	The Company agrees to comply with all applicable federal and Utah laws and regulations.
Utah	SLCAP	Service Quality	The Company agrees not to seek a waiver from the requirements of R. 746-340, sections 8 and 9, for two years following the date of the close of the merger.
Utah	SLCAP	Retail Rates	The Company agrees to not increase the residential measured service rate during 2011.

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Utah	SLCAP	Retail Rates	If the Company increases basic residential service rates during 2011, then at the time of the increase the Company agrees to provide an additional off-setting credit until the end of 2011 to Lifeline customers that would negate the amount of any such increase such that Lifeline customers would not experience a basic service rate increase.
Utah	SLCAP	Retail Rates	The Company will provide to its customer service representatives (CSRs) handling calls from Utah customers with special scripting that will address situations where Utah customers call about any basic residential service rate increases. Such scripting will provide instructions advising the customer that if the customer is not satisfied with other Company offerings that are suitable for the customer, such as bundles or packages, and if the customer informs the Company that the offerings do not meet the customer's needs or that he or she wants to disconnect his/her basic residential service, the CSR will inform the customer about measured service options. If the CSR, consistent with existing scripting, determines that a customer is a potential candidate for Lifeline service, the CSR will inform the customer of this option.
Utah	SLCAP	Lifeline	Following the expiration of the off-setting credit described in paragraph 2 above, the Company agrees to meet annually for a period of two years with SLCAP to discuss any concerns SLCAP may have about affordable rates and to provide updates on Lifeline services.
Utah	SLCAP	Lifeline	The Company agrees to also place at least one advertisement during 2011 regarding Lifeline in *The Deseret News, The Salt Lake Tribune, The Ogden Standard Examiner, The Provo Daily Herald and the Spectrum.*
New Jersey	Rate Counsel/ Board Staff	Capital Expenditures	□ Beginning January 1, 2011, CenturyLink agrees to make capital investments totaling no less than $16 million over four years in New Jersey. The $16 million total spend over four years can be accomplished, at the discretion of CenturyLink, with QCC and CenturyLink facilities. □ □n an aggregated basis commencing on March 31, 2012 and for each year thereafter until the $16 million is reached or until March 31, 2015, whichever occurs sooner, CenturyLink agrees to submit an annual report to Board Staff and to New Jersey Rate Counsel generally explaining implementation of the capital investments made pursuant to this commitment in the previous calendar year and an explanation of the current year budget. The report, and/or any supporting information associated therewith, may contain confidential information and thus may require confidential protection.
New Jersey	Rate Counsel/ Board Staff	Employees	□ For three (3) years commencing upon close of the transaction and release of a final Board order approving the Joint Petition without modification, CenturyLink agrees to continue to employ necessary and appropriate number of individuals in New Jersey to ensure the provisioning of safe, adequate and reliable service in accordance with New Jersey statutes as well as to meet marketplace demands. Furthermore, for a period from January 1, 2011 through and including December 31, 2013 (assuming

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			close of the transaction and release of a final Board order approving the Joint Petition without modification), CenturyLink agrees that it will: (1) submit to Board Staff and Rate Counsel, within 30 days of the end of the quarter, reports identifying the total number of CenturyLink personnel in New Jersey and the total number of QCC personnel in New Jersey and any changes that thereto and the reasons for such changes. These reports will generally identify persons by function (e.g., sales, network, etc.). (2) submit to Board Staff and Rate Counsel reports identifying the level of maintenance expense associated with CenturyLink's New Jersey operations.
New Jersey	Rate Counsel/ Board Staff	Pensions	For a period from January 1, 2011 through and including December 31, 2013 (assuming close of the transaction and release of a final Board order approving the Joint Petition without modification), CenturyLink agrees to provide to Board Staff and to Rate Counsel a copy of the company's Annual SEC 10-K (and any 10-Q to the extent applicable) as these documents include information on pension funding in accordance with Federal requirements. (Note: as addressed in the reports concerning financial and access lines (item 5, below), CenturyLink agrees to provide to the Board and to Rate Counsel a copy of CenturyLink, Inc's quarterly income statements.)
New Jersey	Rate Counsel/ Board Staff	Service Quality	For a period from January 1, 2011 through and including December 31, 2013 (assuming close of the transaction and release of a final Board order approving the Joint Petition without modification), CenturyLink agrees to notify the Board Staff and Rate Counsel if its service outage repair index falls below 90% restored/repaired in 24 hours in any one month across CenturyLink's New Jersey system as a whole.
New Jersey	Rate Counsel/ Board Staff	Integration	CenturyLink agrees to notify Board Staff and Rate Counsel of closing of the proposed Transaction within ten (10) calendar days after closing of the transaction. For a period from January 1, 2011 through and including December 31, 2013 (assuming close of the transaction and release of a final Board order approving the Joint Petition without modification), CenturyLink shall submit reports to the Board Staff, with a copy to Rate Counsel, no less frequently than quarterly, showing integration plans describing the scheduling and scoping of major systems conversions that may impact New Jersey customers including: (1) business office and trouble reporting call centers, (2) maintenance systems that monitor central office and transport equipment, (3) engineering systems, (4) outside plant record systems, (5) billing systems and (6) wholesale OSS.
New Jersey	Rate Counsel/ Board Staff	Reporting	For the most recent quarter prior to the close of the CenturyLink, Inc. and QCII transaction, and quarterly, from January 1, 2011 through and including December 31, 2013 (assuming close of the transaction and

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			release of a final Board order approving the Joint Petition without modification), CenturyLink, Inc. will provide to Board Staff and to Rate Counsel the following documents: 1. Qwest Communications International, Inc.'s quarterly income statement. 2. CenturyLink, Inc.'s quarterly income statement. 3. Total access lines at the end of that quarter for all Qwest Communications International, Inc. ILEC affiliates and Qwest CLEC/IXC affiliates. This information will be accorded confidential treatment and shall not be disclosed or used without the express written agreement of CenturyLink. 4. Total access lines at the end of that quarter for all CenturyLink, Inc. ILEC affiliates and CLEC/IXC affiliates. This information will be accorded confidential treatment and shall not be disclosed or used without the express written agreement of CenturyLink. 5. Total access lines in New Jersey at end of that quarter for Board-regulated entities of QCII. This information will be accorded confidential treatment and shall not be disclosed or used without the express written agreement of CenturyLink. 6. Total access lines in New Jersey at end of that quarter for Board-regulated entities of CenturyLink, Inc. This information will be accorded confidential treatment and shall not be disclosed or used without the express written agreement of CenturyLink. □ For a period of three years commencing the first complete quarter after close of the transaction (and assuming release of a final Board order approving the Joint Petition without modification) and ending March 31, 2014, CenturyLink agrees to provide to Rate Counsel the following documents: 1. CenturyLink, Inc.'s quarterly income statement. 2. CenturyLink, Inc's total number of access lines at the end of each quarter. This information will be accorded confidential treatment and shall not be disclosed or used without the express written agreement of CenturyLink. 3. Total company number of access lines in New Jersey for CenturyLink, Inc.'s ILEC affiliate, for CenturyLink's IXC, and for QCC at the end of each quarter. This information will be accorded confidential treatment and shall not be disclosed or used without the express written agreement of CenturyLink.
New Jersey	Rate Counsel/ Board Staff	Lifeline	For a period from January 1, 2011 through and including December 31, 2013 (assuming close of the transaction and release of a final Board order approving the Joint Petition without modification), CenturyLink will expand the income eligibility criteria for qualification for its existing New Jersey Lifeline program applicable to voice telephone services from the current 100% of the federal poverty level to 135% of the federal poverty level. In addition, this provision and all aspects of CenturyLink's existing Lifeline program agreed to in the settlements with Rate Counsel and the Board in the separation of Embarq from Sprint Nextel and the and the commitments contained in the Order approving the Plan for

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			Alternative Regulation shall continue until further modified by the Board. CenturyLink will submit quarterly reports to the Board Staff and Rate Counsel on the total number of lifeline customers being provided service.
Montana	MCC	Finance	The Joint Applicants shall provide the Commission and the MCC with access to all books of account, as well as all documents, data, and records that pertain to the Transaction.
Montana	MCC	Finance	The Joint Applicants shall immediately notify the Commission and the MCC of any substantive changes to the Transaction terms and conditions from those set forth in the Application in this case that occur from the date of the Application until Closing of the Transaction.
Montana	MCC	Regulatory	The Joint Applicants will commit to sending a notice to affected customers if either of the Montana operating companies undergoes a name change. Prior to any name change becoming effective in Montana, the Joint Applicants will work with Staff and the MCC on the content of a notice informing the affected customers of the name change.
Montana	MCC	Regulatory	On or before January 1, 2014, CenturyLink will file with the Commission summarized results of operations separately for Qwest and CenturyTel of Montana, Inc.'s intrastate regulated operations, based on the 12 months ended December 31, 2012. The summarized results of operations will be based on book revenue and cost amounts, and the then-current capital structure and cost of capital information, reflecting then-current capital market conditions, for Qwest and CenturyTel of Montana, Inc.
Montana	MCC	Regulatory	The Joint Applicants and their Montana operating companies will not recover, or seek to recover, through retail or wholesale service rates any increases in the Joint Applicants' overall management costs that result from the Transaction.
Montana	MCC	Regulatory	The Joint Applicants and their Montana operating companies will not advocate in any general rate case proceeding for a higher cost of capital as compared to what its cost of capital would have been absent the Transaction, but they may seek a cost of capital under the then-existing capital market conditions.
Montana	MCC	Reporting	CenturyLink will track the cost and synergy savings of the merger on a company-wide and Montana basis and report annually to the Commission for three (3) years. The first report will be due 120 days following the first anniversary of the transaction close, and annually thereafter. CenturyLink will also commit to continue its current practice of periodically meeting with the Commission and its Staff to provide updates and share information related to its Montana operations, including updates on the integration activities associated with the Transaction.
Montana	Department of Administration	9-1-1	3. Following further discussions regarding the Joint Applicants' provisioning of emergency telephone services in the State of Montana, the Joint Applicants and the Bureau have engaged in discussions of specific issues that exist in the manner in which

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			those services are provided by the Joint Applicants. For settlement purposes, the Joint Applicants and the Bureau have agreed and believe that certain issues require their mutual good faith efforts toward resolution. The Bureau's concerns and objectives, as described by the Bureau, are as listed below:
Montana	Department of Administration	9-1-1	a. ANI/ ALI Database: 9-1-1 service required ANI/ALI databases should be interconnected and have the ability to transfer calls seamlessly between PSAP's regardless of the former network or service provider.
Montana	Department of Administration	9-1-1	b. Emergency Notification System: An emergency notification or reverse 9-1- I system is designed to deliver information regarding public safety, and emergency management events. Emergency notification systems should be able to notify subscribers across county (PSAP) or jurisdictional boundaries. The emergency notification system should be able to notify subscribers interface/integrate without regard to network or service provider.
Montana	Department of Administration	9-1-1	c. One button transfer on CAMA trunks: PSAPs having two Centralized Automated Message Accounting (CAMA) trunks connected to the selective routers are currently faced with tying up both trunks when transferring a 9-1-1 call. PSAP's need to be able to transfer calls to other PSAPs without tying up multiple CAMA trunks.
Montana	Department of Administration	9-1-1	d. Split exchange routing: Telephone exchanges that cross county boundaries with multiple PSAPs need to be able to transfer calls (with the ANI/ALI) from one PSAP to another regardless of network or service provider.
Montana	Department of Administration	9-1-1	e. Selective routers: Selective Routers need to be interconnected in a manner that provides a high level of redundancy, automatic failover, load balancing and alternate connection paths between routers.
Montana	Department of Administration	9-1-1	f. Next Generation 9-1-1 Services: As the Joint Applicants plan and deploy **IP** based services to support voice, video and data applications, a single statewide platform would ensure a consistent and cost-effective solution for all PSAPs.
Montana	Department of Administration	9-1-1	g. Wireless Carrier Connectivity: Currently, wireless carriers need to provide trunk connections from their wireless mobile switching centers (MSCs) to as many as 4 selective routers. Consolidating or interconnecting the selective routers would reduce the cost of transport and result in less cost to the State of Montana wireless cost recovery fund.
Montana	Department of Administration	9-1-1	4. Joint Applicants have committed to maintaining an open line of communications with the Bureau to address tile above issues and future issues affecting

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			9-1-1 services in the State of Montana.
Montana	Department of Administration	9-1-1	5. An initial meeting of the Parties for the purpose of working toward resolution of the issues identified above will take place in Helena within 120 days of the closing of the Transaction.
Montana	Department of Administration	9-1-1	6. Following the initial meeting, the Parties will meet quarterly in Helena to resolve identified issues, identify new issues or concerns affecting 9-1-1 services or new developments affecting 9- I-1 capabilities. The Parties agree to adjust meeting schedules depending upon need and speed of issue resolution.
Montana	Department of Administration	9-1-1	7. The Bureau reserves its right to seek resolution by the MPSC of unresolved Issues.
Montana	Department of Administration	9-1-1	8. The Bureau hereby withdraws from further participation in this Docket.
Montana	Commission	Broadband	The Merged Company shall spend a minimum of$10 million over five years for broadband investment in Montana. The five year period will begin as of the Merger Closing Date. The $10 million will be over and above the dollars required to be spent as part of the Qwest DSL commitment ordered in the Qwest Alternative Form of Regulation Docket No. D2008.1.6. The dollars shall be spent in the territories of both Joint Applicants. The priority for the broadband deployment is to serve underserved (1.5Mbps or less current availability) and unserved areas. However, the broadband expenditures are not limited to such areas. In the first year the applicants will report to the Commission their plans for year one of the investment. At the end of year one the applicants will report on the actual investments made in year one and the plans for year two, etc.
Nebraska	Commission	Integration Reporting	Following the closing of this transaction, for a period of two years, the Joint Applicants will submit quarterly reports to the Commission showing retail and wholesale integration plans and activities.
Nebraska	Commission	Service Quality Reporting	Following the closing of this transaction, for a period of two years, the Joint Applicants' Nebraska certificated entities will record and report the following retail service quality parameters to the Commission on a quarterly basis: i. Total Network Troubles Reported; ii. Total Access Lines; iii. Percent of Out of Service cleared within 24 hours (Objective is 85 percent or better); iv. Repeat Reports (Objective is less than 15percent); and v. Percent of Service Order Commitments Met (Objective is 98 percent or better). The Joint Applicants shall also include information regarding the number of service quality technicians

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			employed in Nebraska on a per subscriber basis. The Commission staff will provide the Joint Applicants with a template report document prior to the submission date of the first quarterly report.
Nebraska	Commission	9-1-1	The Joint Applicants shall prepare and provide 911 contingency plans within one year of the merger close, including business continuity plans and disaster recovery plans. The Joint Applicants shall evaluate 911 redundancy issues statewide and present the results of the evaluation and solution options to the Commission within twelve months of the merger close.
Nebraska	Commission	Wholesale	Qwest Corporation (or any successor entity) will not discontinue the Qwest Corporation wholesale Operations Support Systems (OSS) for a period of two (2) years post transaction closing. In the event that any Qwest OSS is subsequently changed or retired, Qwest or its successor will utilize the terms and conditions set forth in the Change Management Process (CMP) and consistent with the CMP condition below, but in no event shall there be less than 6 months notice of the retirement of the legacy Qwest OSS from current Qwest territories. In the event that any CenturyLink OSS is introduced, changed or retired, CenturyLink will provide 6 months advance notification to the Commission and the affected interconnecting carriers. During that 6 month notice period established for retiring a Qwest or CenturyLink OSS, any interconnected CLEC or Commercial Mobile Radio Service (CMRS) provider shall be permitted to test the proposed replacement OSS, and CenturyLink shall cooperate with such testing at no charge to the testing carrier, including but not limited to, making available a testing environment. The results of the testing performed shall be made available to the Commission.
Nebraska	Commission	Wholesale	Qwest Corporation (or any successor entity operating in current Qwest territories) shall honor all obligations under its existing interconnection agreements. i. Extension: the Merged Entity will not terminate or change the conditions of any CLEC or CMRS interconnection agreement, with the exception of changes of law, unless requested or agreed to by the interconnecting CLEC or CMRS provider, or in the event of default or other triggering event expressly contemplated by the terms of the agreement, for a period of: 1. Thirty-six (36) months from the Closing Date for any CLEC or CMRS interconnection agreement that has not expired as of the Closing Date of the transaction and for any CLEC or CMRS interconnection agreement that has been expired less than 3 years as of the Closing Date of the transaction; 2. Twenty-four (24) months from the Closing Date for any CLEC interconnection agreement that has been expired for more than three (3) years and has been amended to

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			include Qwest's TRRO language and for any other CMRS interconnection agreements; or 2. Twelve (12) months from the Closing Date for any CLEC interconnection agreement that has been expired for more than three (3) years and not amended to include Qwest's TRRO language as of the Closing Date of the transaction. ii. Negotiation and Opting-In. Where parties are in negotiations for the initial successor agreement to an agreement covered in para5(i)(1) above, the interconnecting CLEC or CMRS provider may, at its option, use its currently existing agreement as the basis for negotiating the initial successor agreement with Qwest Corporation. Unless mutually agreed otherwise the joint applicants shall agree to incorporate the amendments to the existing agreement into the body of the agreement used as the basis for such negotiations of the initial successor agreement. An interconnecting CLEC or CMRS provider may opt-in to an interconnection agreement in its initial term or the extended term provided for in 5(i)(1), if applicable. This provision does not limit any opt-in rights a carrier may have under Section 252(i) or FCC rules or orders. If Qwest Corporation and a requesting CLEC or CMRS provider are in negotiations for a replacement interconnection agreement before the Closing Date, Qwest Corporation will allow the requesting CLEC or CMRS provider to continue to use the negotiation draft upon which the negotiations prior to the Closing Date have been conducted as the basis for negotiating that replacement interconnection agreement. iii. Protection Against Tariff-Based Changes. Qwest Corporation (or any successor entity operating in current Qwest territories) may not seek approval for new tariff rates to establish any new wholesale charges for service order processing (including, but not limited to, fees associated with Automated Service Requests (ASRs) and Local Service Requests (LSRs), directory listings or directory listing storage, non-published number changes, local portability charges or E911 records transaction or storage charges for thirty-six (36) months from the Closing Date, unless otherwise required by law or FCC or state regulatory commission decision.
Nebraska	Commission	Wholesale	Following the Closing Date, Qwest Corporation (or any successor entity operating in current Qwest territories) shall not discontinue the use of the Qwest Performance Assurance Plan (QPAP) in the legacy Qwest territory until after such time as the Merged Entity applies for and receives Commission approval to discontinue such use. In no event shall Qwest or the successor entity apply for discontinuance of the QPAP until thirty-six (36) months after the Closing

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			Date. The Merged Entity may seek modifications of the Qwest QPAP under the terms and conditions outlined in the Qwest QPAP. Qwest Corporation (or any successor entity) shall continue to provide the monthly reports of wholesale performance metrics to Commission staff and to each CLEC as set forth in the QPAP, unless modified under the terms and conditions described in the QPAP.
Nebraska	Commission	Wholesale	Qwest Corporation (or the successor entity operating in current Qwest territories) shall maintain the current Qwest Change Management Process (CMP) until such time as the Merged Entity applies for and receives Commission approval to discontinue such use. In no event shall Qwest or the successor entity apply for discontinuance of the CMP until 36 months after the Closing Date. Qwest Corporation may modify the CMP consistent with the provisions contained in the CMP Document. Pending CLEC Change Requests shall continue to be processed in a commercially reasonable time frame consistent with the provisions contained in the CMP Document.
Nebraska	Commission	Broadband	Investments in Nebraska Infrastructure. The Joint Applicants shall invest no less than $10 million on network improvements to provide broadband telecommunications services in Nebraska over the next five (5) years. Investments shall occur in areas that are currently underserved or unserved. These investments shall be reported separately and are over and above investments made using Nebraska Universal Service Fund monies which are distributed to the Joint Applicants during this timeframe for the maintenance and provision of supported telecommunications facilities and services. The Merged Entity shall provide the Commission with specific information on broadband investments made including the area, number of customers served, investment dollars spent, and technology purchased. This report shall be filed on an annual basis.
Oregon	Staff/CUB	General Compliance	CenturyLink Inc. (CenturyLink) shall provide the Public Utility Commission of Oregon (Commission) access to all books of account, as well as, all documents, data, and records that pertain to the transaction.
Oregon	Staff/CUB	General Compliance	The Commission reserves the right to review, for reasonableness, all financial aspects of this transaction in any rate proceeding or earnings review under an alternative form of regulation.
Oregon	Staff/CUB	General Compliance	The Applicants shall immediately notify the Commission of any substantive material changes to the transaction terms and conditions from those set forth in their Application that: (1) occur while a Commission order approving the transaction is pending, or (2) occur before the transaction is closed, but after the Commission issues its order approving the transaction. The Applicants must also submit a supplemental application for an amended Commission order in this docket if the substantive transaction conditions and terms affecting Commission regulated services change as set forth in this condition.

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Oregon	Staff/CUB	General Compliance	Except as authorized by this Commission, CenturyLink (referring to the parent company at the conclusion of this transaction) will maintain an organizational structure that includes the four separate ILECs in Oregon (no change from current allocated areas) – CenturyTel of Oregon Inc., CenturyTel of Eastern Oregon, Inc., United Telephone Company of the Northwest, and Qwest Corporation (Qwest) (collectively, Operating Companies). CenturyLink (also referred to as "Company") agrees that an application must be filed with the Commission should it propose to merge or consolidate the operations of the Operating Companies, to the extent required by Oregon law.
Oregon	Staff/CUB	General Compliance	Prior to the closing of the transaction, customer notification of the merger and change of parent company will be given to all local exchange and long distance customers and will comply with any Oregon and FCC rules and regulations. This notice will include notification to all existing and acquired OTAP/Lifeline customers that the acquisition will not affect their OTAP/Lifeline credits and that there is no action required on their part. Prior to the notification, CenturyLink will submit a draft of the OTAP/Lifeline portion to the OTAP Manager for review.
Oregon	Staff/CUB	Tariffed Services	No Commission-regulated intrastate service currently offered by Qwest in Exchange and Network Services Tariff No. 33 and Private Line Transport Services Tariff No. 31 will be discontinued for a period of at least three years following the Closing Date, except as approved by the Commission.
Oregon	Staff/CUB	Qwest Price Plan compliance	CenturyLink shall follow the terms and conditions of Qwest's UM 1354 price plan (Order Nos. 08-408, 08-544, and 10-215). Exceptions to this condition are noted in Conditions 11, 16 and 18 below. Any proposed changes to the approved price plan must receive Commission approval. Within 60 days following any branding or administrative changes to Qwest's Oregon rates, rules, and regulations, CenturyLink will file updated Qwest Oregon rates, rules, and regulations that show the branding change.
Oregon	Staff/CUB	Cost of capital	The Operating Companies will not advocate in any general rate case proceeding for a higher overall cost of capital as compared to what its cost of capital would have been absent the transaction, but the Operating Companies may seek a cost of capital under the then-existing capital market conditions.
Oregon	Staff/CUB	Merger costs	Operating Companies will not seek recovery of one-time transition, branding or transaction costs in Oregon intrastate regulated rate proceedings. Operating Companies will not seek to recover through wholesale service rates one-time transaction, branding or transition costs.
Oregon	Staff/CUB	No recovery of management cost increases	The Merged Company will not recover, or seek to recover through wholesale or retail service rates or other fees paid by wholesale or retail customers any increases in overall management costs that result from the transaction, including those incurred by the operating companies. For purposes of this condition, "transaction-related costs" shall be construed to include all Merged Company costs related to or resulting from the transaction and any related transition, conversion, or migration costs and, for example, shall not be limited in time to costs incurred only through the Closing Date.

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Oregon	Staff/CUB	Commission reporting	As a requirement for post merger financial reporting, each operating company will submit the Commission standard *Annual Report* Form O and Commission standard *Oregon Separated Results of Operations Report* Form I.
Oregon	Staff/CUB	Merger cost and synergy reporting	Within 60 days of the nearest calendar quarter following 12 months after close of the transaction, and for two subsequent 12-month periods, CenturyLink shall file with the Commission a report describing: a. Substantive activities undertaken relating to integrating Qwest operations with CenturyLink, as well as achieving synergies made available as a result of this transaction. CenturyLink synergies will be reported on a CenturyLink total company basis; b. Costs and projected savings of each such respective activity on a CenturyLink total company and Oregon-allocated basis; c. Organizational and staff force changes in Oregon operations; and, d. Impacts on Oregon operations and customers. The reporting requirement required by Condition 12 shall end with the submission of the third report unless otherwise directed by the Commission.
Oregon	Staff/CUB	Broadband commitment	CenturyLink will commit to expend $45 million in broadband deployment in CenturyLink and Qwest areas in Oregon over a five (5) year period beginning January 1, 2011 and ending December 31, 2015. CenturyLink will commit to expend twenty-five (25%) of the $45 million broadband investment by December 31, 2012. The capital investment necessary to meet Condition 26 will count toward satisfying the $45 million commitment. Beginning on the date of the first anniversary of the close of the Transaction and continuing annually until the $45 million broadband commitment is completed, CenturyLink will submit to the Commission Staff: 1) a broadband deployment plan that details the planned investments for the year, including the geographic areas targeted for investment and the estimated number of customers that would benefit; and 2) a report that identifies the previous calendar year's progress in broadband deployment including: a) a list of all wire centers and broadband speeds currently available in each wire center by speed and number of lines capable showing wire centers where broadband investment was made, b) the additional number of households capable of receiving broadband; and c) the prior year's and cumulative amounts expended towards the $45 million broadband commitment. CenturyLink will provide a semi-annual update to the broadband deployment plan outlining progress made and identifying any impediments that may prevent the completion of the planned projects.
Oregon	Staff/CUB	Honoring of promotions	After the closing date, the Merged Company will honor any and all promotional discount offers made by pre-merger Qwest to its residence and small business customers, including those for local, long distance,

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			and internet access services. The discounted prices will continue on an individual customer basis until the term to which Qwest committed expires.
Oregon	Staff/CUB	Financial reporting	Within 30 days after the close of the transaction, CenturyLink will notify Commission staff: a. Post-merger CenturyLink's consolidated 2010 Net Debt/ trailing 12-month EBITDA. b. Post-merger rating agency reports of CenturyLink c. Pre-merger stand-alone CenturyLink's price per share as of the date of closing of the merger. d. Pre-merger stand-alone Qwest's price per share as of the date of closing of the merger.
Oregon	Staff/CUB	Encumbrance of ILEC assets	CenturyLink will not encumber the assets of the Oregon Operating Companies that are necessary or useful in the performance of their duties to the public without seeking Commission approval pursuant to ORS 759.375.
Oregon	Staff/CUB	No recovery of acquisition premium	CenturyLink agrees that it will not seek to recover in Oregon intrastate regulated retail or wholesale rates any acquisition premium paid by CenturyLink for Qwest. Any acquisition premium will be recorded in the books at the parent level.
Oregon	Staff/CUB	Commission approval of asset disposition	After the close of the merger, both CenturyLink and Qwest agree to the removal of the Qwest price plan exemption from the requirements of ORS 759.380 and ORS 759.375. However, the parties agree that for property sales where the sales price is less than $10 million the Qwest Price Plan exemption from ORS 759.375(1)(a) applies, except that the sale of any Qwest exchange will be subject to Commission approval under ORS 759.375.
Oregon	Staff/CUB	Financial reporting	After the closing of the transaction and for a period of not less than three years, CenturyLink must file with the Commission quarterly reports with: a. CenturyLink's consolidated balance sheet. b. Intercompany receivables and payables showing the beginning balance, the change for the quarterly and the ending balance of those accounts will be submitted to the Commission. This report shall be filed annually on April 1 of each year. c. Dividend payment declared by CenturyLink to its shareholders (in total and per share) for the same time period. These quarterly reports should be filed no more than 90 days following the close of each quarter. CenturyLink could waive this condition if its post transaction issuer credit rating is affirmed as investment grade by two of the following credit rating agencies (or successors): Moody's, Fitch Ratings, Standard and Poor's Services.
Oregon	Staff/CUB	Retail service quality	Immediately after the close of this transaction, the Operating Companies will report retail service quality results in accordance with OAR 860-023-0055. CenturyTel is currently exempt from service quality reporting, having met the conditions of OAR 860-023-0055 (16)(d), but is required to submit to the

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			Commission the monthly CenturyTel retail service quality reports for two years after the close of this transaction.
Oregon	Staff/CUB	Retail service quality	CenturyLink will maintain current Commission minimum retail service quality standards (OAR 860-023-0055) as are currently being reported in the Qwest's monthly service quality reports to the Commission. If CenturyLink fails to maintain the current service quality levels for the Qwest Operating Company it will be subject to potential penalties as set forth in ORS 759.450.
Oregon	Staff/CUB	Switch evaluation and capex reporting	CenturyLink will provide to the Commission the following: a. CenturyLink will provide to the Commission on the first anniversary of the transaction close, a status report on its switching infrastructure in the state and any switch replacements, upgrades or retirements made in the prior calendar year as well as any that are known for the upcoming calendar year. b. CenturyLink will provide the Commission on the first and second anniversary of the transaction close, a confidential report for the previous calendar year detailing Oregon regulated capital expenditures as a percentage of total system expenditures and a comparison of the amount of regulated capital expenditures per Oregon access line with the amount of regulated capital expenditures per CenturyLink system-wide access line
Oregon	Staff/CUB	FCC 477 report filing	CenturyLink will provide to Commission Staff, in electronic form, and subject to confidentiality, the detailed Form-477 data that the four Operating Companies are currently providing to the FCC for their service areas. This will be done annually for three years beginning with the year after the closing of the transaction, subject to the continuation of the requirement for filing with the FCC.
Oregon	Staff/CUB	Safety	CenturyLink is committed to complying with all applicable federal and Oregon safety standards and requirements, and will commit to comply with the safety and reliability laws in Oregon per ORS 757.035, OAR 860 Division-024, and OAR 860 Division-028
Oregon	Staff/CUB	Safety	Within seven (7) days after close of the transaction, CenturyLink agrees to provide the Commission a listing of CenturyLink primary and secondary points of contact within its new organization for safety and pole attachment matters.
Oregon	Staff/CUB	OSS	Operations Support Systems **Retail** Prior to conversion of major Qwest/CenturyLink retail operations support systems that impact Oregon operations, CenturyLink will provide notice to the Commission 90 days in advance of the conversion. Notification will consist of a description of the systems involved, the action to be taken, the timelines associated with the system conversion and a description of customer impacts. Retail operations support systems are defined as ordering, provisioning, maintenance and repair, and billing systems.

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			Wholesale In legacy Qwest ILEC service territory, after the Closing Date, the Merged Company will use and offer to wholesale customers the legacy Qwest Operational Support Systems (OSS) for at least two years, or until July 1, 2013, whichever is later, and thereafter provide a level of wholesale service quality that is not less than that provided by Qwest prior to the Closing date with functionally equivalent support, data, functionality, performance, electronic flow through, and electronic bonding. After the period noted above, the Merged Company will not replace or integrate Qwest systems without first establishing a detailed transition plan and complying with the following procedures: a. *Detailed Plan* The Merged Company will provide notice to the Commission and any affected parties at least 270 days before replacing or integrating Qwest OSS system(s). Upon request, the Merged Company will describe the system to be replaced or integrated, the surviving system, and steps to be taken to ensure data integrity is maintained. The Merged Company's plan will also identify planned contingency actions in the event that the Merged Company encounters any significant problems with the planned transition. The plan submitted by the Merged Company will be prepared by information technology professionals with substantial experience and knowledge regarding legacy CenturyLink and legacy Qwest systems processes and requirements. Carriers will have the opportunity to comment on the Merged Company's plan in a forum in which it is filed as well as in the Qwest Change Management Process. b. *CMP* The Merged Company will follow the procedures in the Qwest Change Management Process ("CMP") Document. c. *Replacement or Retirement of a Qwest OSS Interface* i. The replacement or retirement of a Qwest OSS Interface may not occur without sufficient acceptance of the replacement interface by CLEC and CMRS carriers to help assure that the replacement interface provides the level of wholesale service quality provided by Qwest prior to the Closing Date (as described above). Each party participating in testing will commit adequate resources to complete the acceptance testing within the applicable time period. The Parties will work together to develop acceptance criteria. Testing will continue until the acceptance criteria are met. Sufficient acceptance of a replacement for a Qwest OSS Interface will be determined by a majority vote, no vote to be unreasonably withheld, of the CMP participants (Qwest and CLEC and CMRS carriers) in testing, subject to any party invoking the CMP's Dispute Resolution process. The requirements of this paragraph will remain in place only until completion of merger-related OSS

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			integration and migration activity. If a dispute arises as to whether such merger-related OSS integration and migration activity is complete, the Commission will determine the completion date. ii. The Merged Company will allow coordinated testing with CLEC and CMRS carriers, including a stable testing environment that mirrors production, jointly established test cases, and, when applicable, controlled production testing, unless otherwise agreed to by the Company and CLEC and CMRS carriers. Testing described in this paragraph associated with merger-related system replacement or integration will be allowed for the time periods in the CMP Document, or for 120 days, whichever is longer, unless otherwise mutually agreed to by the Merged Company and CLEC and CMRS carriers engaged in the testing. iii. The Merged Company will provide the CLECs and CMRS carriers training and education on any wholesale OSS implemented by the Merged Company without charge to the CLEC and CMRS carrier. d. *Billing Systems* The Merged Company will not begin integration of Billing systems before the end of the minimum two year or July 1, 2013 period, whichever is longer, noted above, or without following the above procedures, unless the integration will not impact data, connectivity and system functions that support or affect CLEC and CMRS carriers and their customers. Any changes by the Merged Company to the legacy Qwest non-retail OSS will meet all applicable ICA provisions related to billing and, to the extent not included in an ICA, will be Ordering and Billing Forum (OBF) compliant.
Oregon	Staff/CUB	Wholesale	Notwithstanding any provision allowing one or both parties to Qwest interconnection agreements ("ICAs"), Commercial Agreements, and other Wholesale Agreements between Qwest Corporation or its successors and assigns and CLEC and CMRS carriers ("Extended Agreements") to terminate the Extended Agreement upon or after expiration of the term of the agreement, the Merged Company shall not terminate or grandparent, change the terms or conditions, or increase the rates of any Extended Agreements during the unexpired term or for at least the Applicable Time Period identified below, whichever occurs later (the "Extended Time Period"), unless required by a change of law, or a CLEC or CMRS carrier requests or agrees in writing to a change and any applicable procedure to effectuate that change is followed. In the event that the Extended Agreement expressly allows termination of the agreement in other circumstances, such as default due to non-payment, this Condition does not preclude termination of an Extended

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			Agreement in those circumstances provided that the Merged Company follows both (1) the Extended Agreement's express provisions, and (2) any applicable procedures pertaining to such termination. Upon approval of the Transaction, these terms will be part of the order of approval and thus not trigger or require the filing of an ICA amendment, unless directed otherwise by the Commission. a. *Interconnection Agreements*. The Applicable Time Period for Qwest's interconnection agreements (ICAs) is at least thirty-six months after the Closing Date. The Extended Time Period applies whether or not the initial or current term has expired or is in evergreen status. i. The Merged Company shall allow a CLEC or CMRS carrier to use its pre-existing interconnection agreement as the basis for negotiating an initial successor replacement interconnection agreement to the extended ICA. Where the parties agree it is reasonable to do so, the parties may incorporate the amendments to the existing agreement into the body of the agreement used as the basis for such negotiations of the initial successor replacement interconnection agreement. ii. A CLEC or CMRS carrier may opt-in to an interconnection agreement in its initial term or the extended term. iii. If Qwest and a CLEC or CMRS carrier are in negotiations for a replacement interconnection agreement before the Closing Date, the Merged Company will allow the CLEC or CMRS carrier to continue to use the negotiations draft upon which negotiations prior to the Closing Date have been conducted as the basis for negotiating a replacement interconnection agreement. In the latter situation (ongoing negotiations), after the Closing Date, the Merged Company will not substitute a negotiations template interconnection agreement proposal of any legacy CenturyLink operating company for the negotiations proposals made before the Closing Date by legacy Qwest. b. *Commercial Agreements*. The Applicable Time Period for Commercial agreements is at least eighteen months after the Closing Date for Qwest's Commercial agreements (*i.e.*, offerings made available after a UNE(s) becomes unavailable via ICA): Broadband for Resale, Commercial Broadband Services (QCBS), Commercial Dark Fiber, High Speed Commercial Internet Service (HSIS), Local Services Platform (QLSP), Internetwork Calling Name (ICNAM), and Commercial Line Sharing, as well as any other Commercial agreement to which Qwest and CLEC or CMRS carrier were parties as of the Closing Date. Notwithstanding any provision to the contrary in this Agreement: i. After the eighteen month period, Qwest reserves the right to modify rates. ii. If a Commercial agreement later becomes unavailable on a going forward basis, the

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			agreement will remain available to CLEC or CMRS carrier on a grandparented basis to serve CLEC or CMRS carrier's embedded base of customers already being served via services purchased under that Commercial agreement, subject to Qwest's right to modify rates, for at least eighteen months after Qwest has notified CLEC or CMRS carrier that the agreement is no longer available. c. *Wholesale Agreements.* The Applicable Time Period for Wholesale agreements is at least eighteen months after the Closing Date for Qwest's Wholesale agreements (*i.e.*, offerings made available after a tariffed offering becomes unavailable via tariff): Wholesale Data Services Agreement (ATM, Frame Relay, GeoMax, HDTV-Net, Metro Optical Ethernet, Self-Healing Network, Synchronous Service Transport), as well as any other Wholesale agreement to which Qwest and CLEC or CMRS carrier were parties as of the Closing Date. Notwithstanding any provisions to the contrary in this Agreement: i. After the eighteen month period, Qwest reserves the right to modify rates. ii. If a Wholesale agreement later becomes unavailable on a going forward basis, the agreement will remain available to CLEC or CMRS carrier on a grandparented basis to serve CLEC or CMRS carrier's embedded base of customers already being served via services purchased under that Wholesale agreement for at least eighteen months after Qwest has notified CLEC or CMRS carrier that the agreement is no longer available, subject to Qwest's right to modify rates. d. *Intrastate Tariffs.* For at least twelve months after the Closing Date, the Merged Company will not seek to increase rates or modify terms and conditions for Qwest wholesale tariff offerings. Notwithstanding any provision to the contrary in this Agreement, Qwest may engage in Competitive Response pricing as set forth in its tariffs. i. Regarding term and volume discount plans, such plans offered by Qwest as of the Closing Date will be extended by twelve months beyond the expiration of the then existing term, unless the wholesale customer indicates it opts out of this one-year extension. ii. The Merged Company will honor any existing contracts for services on an individualized term pricing plan arrangement for the duration of the contracted term.
Oregon	Staff/CUB	Wholesale	The Merged Company agrees not to increase the rates in Qwest ICAs during the Extended Time Period defined in condition number 28 above. If, during the Extended Time Period, the Merged Company offers a

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			Section 251 product or service that is not offered under an ICA (a "new" product or service), the Merged Company may establish a rate using normal procedures. A product, service, or functionality is not "new" for purposes of this paragraph if Qwest was already providing that product, service, or functionality at existing rates as of the Closing Date in the legacy Qwest ILEC serving territory. a. Regarding rates changed via a Commission cost docket, the Merged Company may initiate a cost docket (or seek rate increases in a cost docket initiated by another party) before the expiration of the thirty-six month Extended Time Period for ICA terms only if (i) the rate elements, charges or functionalities are not already provided under rates as of the Closing Date as described in paragraph 4; or (ii) the cost docket is not initiated until at least eighteen months after the Closing Date and any rates approved in the cost docket will not become effective until after expiration of the thirty-six month Extended Time Period for extension of ICA terms. b. After the Closing Date, in the legacy Qwest ILEC serving territory, the Merged Company shall not assess any fees, charges, surcharges or other assessments upon CLEC or CMRS carriers for activities that arise during the subscriber acquisition and migration process other than any fees, charges, surcharges or other assessments that were approved by the Commission and charged by Qwest in the legacy Qwest ILEC service territory before the Closing Date, unless Qwest first receives Commission approval. This condition prohibits the Merged Company from charging such fees, charges, surcharges or other assessments, including: i. Service order charges assessed upon CLEC or CMRS carriers submitting local service requests ("LSRs") for number porting; ii. Access or "use" fees or charges assessed upon CLEC or CMRS carriers that connect a competitor's own self-provisioned loop, or last mile facility, to the customer side of the Merged Company's network interface device ("NID") enclosure or box; and iii. "Storage" or other related fees, rents or service order charges assessed upon a CLEC or CMRS carrier's subscriber directory listings information submitted to the Merged Company for publication in a directory listing or inclusion in a directory assistance database.
Oregon	Staff/CUB	Wholesale	In the legacy Qwest ILEC service territory, the Merged Company will continue to provide intrastate transit service subject to the same rates, terms, and conditions that were provided as of the Closing Date for at least three years following the Closing Date, unless directed otherwise by the Commission.

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Oregon	Staff/CUB	Wholesale	CenturyLink and all of its incumbent local exchange carrier ("ILEC") affiliates will comply with 47 U.S.C. Sections 251 and 252. In the legacy Qwest ILEC service territory, the Merged Company will not seek to avoid any of its obligations on the grounds that Qwest Corporation is exempt from any of the obligations pursuant to Section 251(f)(1) or Section 251(f)(2) of the Communications Act
Oregon	Staff/CUB	Wholesale	In the legacy Qwest ILEC service territory, after the Closing Date, Qwest Corporation shall be classified as a Bell Operating Company ("BOC"), pursuant to Section 3(4)(A)-(B) of the Communications Act and shall be subject to all requirements applicable to BOCs, including Sections 271 and 272.
Oregon	Staff/CUB	Wholesale	In the legacy Qwest ILEC service territory, to the extent that an ICA is silent as to an interval for the provision of a product, service or functionality or refers to Qwest's website or Service Interval Guide (SIG), the applicable interval, after the Closing Date, shall be no longer than the interval in Qwest's SIG as of the Closing Date. Either party to the ICA may request an amendment to the ICA to lengthen an interval after the thirty-six month Extended Time Period for extension of ICA terms.
Oregon	Staff/CUB	Wholesale	In the legacy Qwest ILEC service territory, the Merged Company shall comply with all wholesale performance requirements and associated remedy or penalty regimes for all wholesale services including those set forth in regulations, tariffs, Commercial Agreements defined above, and interconnection agreements applicable to legacy Qwest as of the Closing Date. In the legacy Qwest service territory, the Merged Company shall continue to provide to CLECs and CMRS carriers at least the reports of wholesale performance metrics that legacy Qwest made available, or was required to make available, to CLECs and CMRS carriers and the Commission as of the Closing Date, or as subsequently modified or eliminated as permitted under these conditions or pursuant to any changes in law. After the execution of this settlement and prior to the Closing Date, Qwest agrees not to initiate any changes to wholesale performance requirements and associated remedy or penalty regimes, however, nothing prevents Qwest from responding to and participating in any docket initiated by another party or as otherwise required by law. a. The Merged Company will not seek to reduce or modify the Qwest Performance Indicator Definition (PID) or Qwest Performance Assurance Plan (QPAP) that are offered, or provided via contract or Commission approved plan, as of the Closing Date for at least eighteen months after the Closing Date. After the eighteen month period, the Merged Company may seek modifications under the terms and conditions outlined in the QPAP. The Merged Company will not seek to eliminate or withdraw the QPAP for at least three years after the Closing Date. The QPAP will be available to all requesting CLECs and CMRS carriers unless the Merged Company obtains approval from the Commission to eliminate or withdraw it. i. For at least three years after the Closing Date, and consistent with the FCC's required

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			conditions of the Embarq-CenturyTel merger, in the legacy Qwest ILEC service territory, the Merged Company shall meet or exceed the average wholesale performance provided by Qwest to CLEC or CMRS carrier, measured as follows: a. For the first three months after Closing Date, Qwest's performance will be compared to Qwest's performance for the twelve months prior to Closing Date. b. Thereafter, each successive month of Qwest's performance will be added to the three month period in 34.a.i.a. in determining Qwest's performance until twelve months after Closing Date. c. Beginning one year after Closing Date, Qwest's performance will be measured by a rolling twelve month average performance. b. If the Merged Company fails to provide wholesale performance levels as measured by the methodology described in this condition, the Merged Company must conduct a root cause analysis for the discrepancies and develop proposals to remedy each deficiency within thirty days and provide this to CLEC or CMRS carrier and Commission staff for review and comment. i. A CLEC or CMRS carrier may invoke the root cause procedure for deterioration in wholesale performance for any PID, product, or disaggregation included within a PID measure if the CLEC or CMRS carrier determines that the performance it received for that PID, product, or disaggregation is materially different and provides the basis for CLEC or CMRS carrier's determination. ii. If performance deficiencies are not resolved, the CLEC or CMRS carrier may request a resolution or wholesale service quality proceeding before the Commission. The Merged Company does not waive its right to oppose such a request.
Oregon	Staff/CUB	Wholesale	For thirty-six months after the Closing Date, in the legacy Qwest ILEC service territory, the Merged Company will provide to Commission staff quarterly data for Oregon wholesale carriers that will enable monitoring of current performance compared to the performance for the 12 months prior to the Closing Date for the five metrics consistent with condition number 34 above in the manner described. For twelve months after the Closing Date, in the legacy Embarq ILEC service territory, the Merged Company will provide to the Commission staff quarterly data for Oregon wholesale carriers in the aggregate that enable monitoring of current performance compared to the performance for the 12 months prior to the Closing Date for the five metrics. Additionally, the Merged Company will grant Commission staff access to service

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			quality data currently available to wholesale carriers on the companies' websites.
Oregon	Staff/CUB	Wholesale	The Merged Company shall provide to wholesale carriers, and maintain and make available to wholesale carriers on a going-forward basis, up-to-date escalation information, contact lists, and account manager information and will provide this information, when possible, thirty days prior to the Closing Date. If not possible, the Merged Company will provide the information within five business days, absent exigent circumstances. For changes to support center location, the Merged Company will provide at least thirty days advance written notice to wholesale carriers and Commission staff. For other changes, the Merged Company will provide reasonable notice, as circumstances permit, of the changes and will keep pertinent information timely updated. The information and notice provided shall be consistent with the terms of applicable interconnection agreements.
Oregon	Staff/CUB	Wholesale	The Merged Company will make available to each wholesale carrier in the legacy Qwest ILEC service territory the types and level of data, information, and assistance that Qwest made available as of the Closing Date concerning Qwest's wholesale Operational Support Systems functions and wholesale business practices and procedures, including information provided via the wholesale web site (which Qwest sometimes refers to as its Product Catalog or "PCAT"), notices, industry letters, the change management process, and databases/tools (loop qualification tools, loop make-up tool, raw loop data tool, ICONN database, *etc.*).
Oregon	Staff/CUB	Wholesale	The Merged Company shall ensure that wholesale and CLEC operations are sufficiently staffed and supported, relative to wholesale order volumes, by personnel, including IT personnel, adequately trained on the Qwest and CenturyLink systems and processes. With respect to the wholesale and CLEC operations, such personnel shall be dedicated exclusively to wholesale operations so as to provide a level of service that is not less than and is functionally equivalent to that which was provided by Qwest prior to the Merger Closing Date and to ensure that customer protected information is not used by the Merged Company's retail operations for marketing purposes. The Merged Company will employ people who are dedicated to the task of meeting the needs of wholesale customers.
Oregon	Staff/CUB	Wholesale	Qwest will not seek to reclassify as "non-impaired" any Qwest Oregon wire centers for purposes of Section 251 of the Communications Act, nor will the Merged Company file any new petition under Section 10 of the Communications Act seeking forbearance from any Section 251 or 271 obligation or dominant carrier regulation in any Qwest Oregon wire center before June 1, 2012.
Oregon	Staff/CUB	Wholesale	In the legacy Qwest ILEC service territory, if the Commission acknowledges or approves the Settlement Agreement filed by CenturyLink, Qwest and Integra in this docket, the line conditioning amendment including all rates, terms and conditions related to condition 14 of that Settlement Agreement will be made available to any requesting carrier no later than 30 days after the transaction Closing Date.

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Oregon	Staff/CUB	Wholesale	After the Closing Date, the Merged Company will engineer and maintain its network in compliance with federal and state law, as well as the terms of applicable ICAs. a. The Merged Company shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to the local loop, as provided by 47 C.F.R. § 51.319(a)(8). b. The Merged Company will retire copper in compliance with federal and state law, as well as the terms of applicable ICAs and as required by a change of law.
Oregon	Staff/CUB	Long distance	If the Merged Company changes the carriers it uses to provide intrastate long distance service to customers in either the pre-merger CenturyLink or the pre-merger Qwest areas, the company will notify each of the affected Oregon intrastate long distance customers at least 30 days in advance of the change. For 90 days following the customer transfers, CenturyLink will waive any change charges, e.g., PICs, for customers choosing to change carriers.
Oregon	Staff/CUB	Lifeline	CenturyLink will designate a representative to serve on the Commission's Oregon Telecommunications Industry Advisory Committee, which generally convenes on a quarterly basis, should the incumbents representing Qwest and CenturyLink, respectively, vacate their seats as a result of the merger.
Oregon	Staff/CUB	Lifeline	Prior to any billing system consolidations or changes, CenturyLink will provide to the OTAP Manager and Administrative Specialist a description of how the OTAP credits are listed on customer bills. CenturyLink will also provide the OTAP Manager and Administrative Specialist a sample copy of a customer's bill that lists the OTAP/Lifeline credits. The OTAP Manager and Administrative Specialist will accept a redacted copy in which the customer's personal identifying information is protected.
Oregon	Staff/CUB	Lifeline	CenturyLink will maintain sufficient staff levels to effectively address daily communications with Commission Staff regarding OTAP/Lifeline questions and concerns and OTAP/Lifeline reporting issues. Prior to any billing system consolidations or changes, CenturyLink will provide notice to the OTAP Manager of staffing changes that impact the established process for filing reports and addressing OTAP staff questions and concerns.
Oregon	Staff/CUB	Lifeline	If Legacy Embarq or CenturyTel personnel identify an approved OTAP/Lifeline customer for the other's territory on a Commission approval report due to Staff error, legacy personnel must either: a. Notify the OTAP Manager and Administrative Specialist of the discrepancy on the No Match report, or b. Contact personnel (and the OTAP Manager and Administrative Specialist) of the customer's respective territory to apply the OTAP/Lifeline credit to their account.

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Oregon	Staff/CUB	Lifeline	Before the close of transaction, CenturyLink will designate at least one liaison for higher level discussions with the OTAP Manager should the incumbents representing Qwest and CenturyLink, respectively vacate their positions as a result of the merger.
Oregon	Staff/CUB	Lifeline	Post merger, CenturyLink will advise the OTAP Manager of any impending OTAP/Lifeline marketing and outreach efforts (e.g. radio public service announcements). In addition, CenturyLink will provide the OTAP Manager electronic copies of its OTAP/Lifeline advertising collateral
Oregon	Staff/CUB	Lifeline	Prior to the merger, CenturyLink, including Embarq and Qwest, will have no outstanding debt to the Commission with respect to the RSPF surcharge collection, remittance, and reporting requirements.
Oregon	Staff/CUB	Lifeline	CenturyLink will provide notice to and input from the OTAP Manager prior to making material changes to the existing Qwest mechanized OTAP reporting system.
Oregon	Staff/CUB	General compliance	CenturyLink agrees that the Operating Companies, including Qwest, will comply with all applicable Commission statutes and regulations regarding affiliated interest transactions, including timely filings of applications and reports, consistent with their respective forms of regulation, and terms of such regulation, as applicable to each respective Operating Company. To the extent affiliated interest changes do occur, the Company or its Operating Companies will make the appropriate affiliated interest filings pursuant to ORS 759.390 consistent with their respective forms of regulation.
Oregon	Staff/CUB	Affiliated interest	Within 12 months after the close of this transaction, CenturyLink will file with the Commission affiliated interest agreements, including an updated Cost Allocation Manual for services that reflect as charges and credits to operating accounts in Operating Companies' Form O.
Oregon	Staff/CUB	General compliance	The certificates of all CenturyLink and Qwest entities certified as Competitive Providers in Oregon will remain in effect and unchanged as of the date of close of the transaction. Thereafter, CenturyLink and Qwest will report any changes affecting those certificates in compliance with applicable Commission statutes and regulations.
Oregon	Commission Order	Most Favored State	***Additional condition ordered by the Public Utility Commission of Oregon in Order 11-095, Docket UM 1484, Condition 54:*** The Conditions set forth in this order may be expanded or modified as a result of regulatory decisions in other states and the FCC, including decisions based upon settlements, that impose conditions or commitments related to this merger. The Commission may adopt any commitments or conditions from other states and the FCC that are related to addressing harms of this transaction if: The commitment or condition does not result in the combined company being required to provide a "net benefit" and either: i. The Commission or Staff has not previously identified the harm to Oregon ratepayers

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			and such harm is applicable to Oregon; or ii. The commitments or conditions in a final order of another state and the FCC are more effective at preventing a harm previously identified by the Commission or its Staff. Should commitments or conditions meeting the requirements of subsections i. or ii. of this paragraph occur, the Commission shall conduct an expedited proceeding as follows: a) Within thirty (30) days following the close of the transaction, CenturyLink will provide the Commission Staff and all intervening parties in docket UM 1484 with copies of all final orders of other state Commissions and the FCC b) Within thirty (30) days after the service of such filings upon Staff and intervening parties, any party to this proceeding may file with the Commission its response, including its position as to whether any of the covenants, commitments and conditions from the other jurisdictions (without modification of the language thereof except such non-substantive changes as are necessary to make the commitment or condition applicable to Oregon), meets the requirements set forth above, and should be adopted in Oregon. Any party filing such a response should serve it upon the docket UM 1484 parties.
Oregon	Commission Order	Broadband Trouble Reporting	***Additional condition ordered by the Public Utility Commission of Oregon in Order 11-095, Docket UM 1484, Condition 55:*** CenturyLink shall comply with the following reporting requirements: a) Within eighteen months of the close of the transaction, and for four subsequent annual periods thereafter, CenturyLink shall provide to the Commission the reports specified in subparagraphs b., c. and d., below. b) By month, the numbers of initial and verified trouble report complaint (TRC) data. c) The types and duration of TRCs. d) A brief caption as to the cause of each TRC. (TRCs may be grouped into categories for administrative reporting simplicity). The filing must thoroughly document what information CenturyLink collects in the form of customer complaints about DSL service on the number, types, and causes of trouble that impinge on CenturyLink's provision of DSL service in Oregon.

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			a) Within eighteen (18) months of the close of the transaction, and for four subsequent annual periods thereafter, CenturyLink shall provide a report to the Commission containing the following data: by customer class, wire center, by month, the number of DSL subscriptions. b) By customer class, wire center, by month, the number of requested DSL subscriptions. Eighteen months after the close of the Transaction or any time thereafter, CenturyLink may petition the Commission to remove the reporting requirements set forth above
Virginia	Commission	General compliance	(1) Pursuant to §§ 56-88 .1 and 56-90 of the Code, the Joint Petition is granted subject to the requirements established in this Order Granting Approval .
Virginia	Commission	Merger Notice	(2) Within thirty (30) days of completing the proposed merger, subject to administrative extension by the Commission's Director of Public Utility Accounting, the Joint Petitioners shall file a report of action with the Commission. The report shall include the date the proposed transaction took place.
Virginia	Commission	Reporting	(3) Joint Petitioners shall be required to track the merger costs and savings for Centel Virginia and United Southeast for a minimum of three (3) years. This information need not be filed with the Commission, but shall be made available upon request by the Commission or its Staff.
Virginia	Commission	General compliance	(4) The remedies for violation of any of the Commission's findings herein include the penalties set forth in § 12 .1-13 of the Code.
Washington	Staff/Public Counsel	Financial Reporting	After the Transaction closes, until such time as an AFOR proceeding for the CenturyLink ILECs and Qwest has concluded, CenturyLink will file with the Commission a semi-annual report containing the following: a. CenturyLink Inc.'s balance sheet. b. Intercompany receivables and payables for the CenturyLink ILECs and Qwest showing the beginning balance, the change for the period and the ending balance of those accounts. c. Dividend payments declared by CenturyLink Inc. to its shareholders (in total and per share) for each quarter during the year. The first report shall be filed with the Commission within 30 days after CenturyLink's first post-Transaction filing of quarterly financial reports (10Q) with the SEC. Subsequent reports will be filed semi-annually thereafter within 30 days after CenturyLink's filing of financial reports (10K or 10Q as

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			appropriate) with the SEC.
Washington	Staff/Public Counsel	Cost of Capital	The CenturyLink ILECs and Qwest will not advocate in any general rate case or AFOR proceeding, or other earnings review, for a cost of capital that is higher than what it would have been absent the Transaction.
Washington	Staff/Public Counsel	AFOR Filing	Prior to the expiration of the existing Qwest AFOR, CenturyLink will petition the Commission for the following: i. deferral of the Qwest AFOR review until the filings required in the next section of this condition are made; ii. extension of the Qwest AFOR period until the Commission issues an order on the filings required in the next section of this condition; and iii. elimination of the CenturyTel/Embarq merger conditions requiring a results of operation filing within three years and an AFOR filing within five years of the close of the CenturyTel/Embarq merger. b. No sooner than three years and no later than four years after the Transaction closes, CenturyLink must file concurrently with the Commission: i. *Pro forma results of operations*. CenturyLink must file, at the company's option, either (1) a normalized pro forma consolidated results of operations that combines the results of operations for the CenturyLink ILECs and Qwest into a single consolidated results of operations filing or (2) separate results of operations for each CenturyLink ILEC and for Qwest. For the CenturyLink ILECs, results of operations shall be consistent with WAC 480-07-510(3) and reflect the Commission format using a historical test period with restating and pro forma adjustments to the test period. Restating adjustments will remove non-recurring transactions and other costs that are not appropriate for rate making purposes, such as integration costs. Pro forma adjustments will use the "known and measurable" standard. The filing shall provide the Commission the information necessary to conduct a full earnings review consistent with that required in a general rate case, and which captures merger synergies realized throughout the test year and pro forma period, as specified in the CenturyTel/Embarq Merger Order, Docket No. UT-082119, Order 05, ¶¶ 48-50. For Qwest, results of operations shall be consistent with the reporting required in the AFOR and set forth in attachments to Order 06, Docket UT-

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			061625, at pp. 49 and 50, Qwest's Modified Proposal for an AFOR, Transition Period Requirement #3 and #5, and at p. 55, Appendix B to the proposal. Also included in the filing will be a cost of capital determination. The Parties understand that the Commission may request additional information to enable it to conduct an earnings review or may request the filing of consolidated results of operations. ii. *AFOR plan(s).* CenturyLink must file, at the company's option, either a single consolidated proposed AFOR plan or separate proposed AFOR plans for each CenturyLink ILEC and Qwest, in compliance with RCW 80.36.135 and utilizing the principles established by the Commission in the Qwest AFOR, Docket UT-061625. c. The Parties agree in reference to b. above that, if and after separate filings are made, the Parties are not precluded from requesting the Commission to order a consolidated filing. The Parties understand that the Commission may request filing of a consolidated AFOR plan on its own motion. d. The Parties agree that the issues in the AFOR proceedings shall include the analysis and disposition of merger synergies, the question of whether and to what extent rate rebalancing is appropriate, and whether and to what extent the rate design for residential or business services, and intrastate access charges should be modified to achieve consistency of rate structures among the companies. Issues also include whether any rate changes associated with achieving consistency of rate structures among the CenturyLink ILECs and Qwest should be accomplished over time and whether or not they would result in a single statewide rate for residential or business services, or intrastate access charges. The Parties further agree that in the AFOR proceeding(s), any party may advocate for the modification, termination, or continuation of any merger conditions (i.e., those stated to be effective through the end of the AFOR proceeding), except where otherwise provided (e.g., conditions 2, 5, and 6). ***Modification to condition ordered by the Washington Utilities and Transportation Commission in Order 14, Docket UT-100820, paragraph 218:*** Accordingly, we modify Condition 3(b) of the Staff/Public Counsel Settlement to require a *pro forma*

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			results-of-operations filing from the combined company no later than two years following closing, a deadline we expect would be no later than June 30, 2013.[11] This requirement is in addition to the earnings and AFOR filings expected from the combined company between July 2014 and 2015.
Washington	Staff/Public Counsel	Synergy Reporting	For a period of five years after the Transaction closes, CenturyLink will track and file annually a confidential report reflecting merger costs and synergy savings on a company-wide and Washington basis. The first report shall be filed with the Commission within 150 days after the first anniversary of the close of the Transaction, and subsequent reports will be filed annually with the Commission on the anniversary date of the first report. The report shall reflect the following information: a. Synergy Savings – The report will provide estimated achieved synergy savings by the functional areas being tracked by CenturyLink. Estimated achieved synergy savings by the functional areas will be shown for CenturyLink company-wide and for each CenturyLink ILEC and Qwest (total company and intrastate jurisdiction amounts). b. Merger Costs – The report will provide total merger costs incurred for the reporting period for CenturyLink company-wide and for each CenturyLink ILEC and Qwest (total company and intrastate jurisdictional amounts). CenturyLink acknowledges that the reporting required under this condition has no effect on the reporting obligations related to merger costs and synergy savings previously established in paragraph 50 of the Commission's order in the CenturyTel/Embarq merger in Docket UT-082119.
Washington	Staff/Public Counsel	Management Costs	The CenturyLink ILECs and Qwest agree not to seek recovery from their retail or wholesale customers any increases in overall management costs related to the Transaction.
Washington	Staff/Public Counsel	Merger Costs	CenturyLink will not seek recovery through retail or wholesale service rates transition, integration, branding or transaction costs in Washington. These costs will be borne by the CenturyLink stockholders.
Washington	Staff/Public	Encumbrance of	CenturyLink will not pledge the assets of the CenturyLink ILECs and Qwest to secure borrowing

[11] Although we establish this filing deadline as the expected point in time in which a comprehensive examination of the combined company's Washington operations, nothing prevents any party or the Commission from initiating, sooner or later, any proceeding involving its intrastate rates at any time.

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	Counsel	ILEC Assets	undertaken by CenturyLink without approval of the Commission. ***Modification to condition ordered by the Washington Utilities and Transportation Commission in Order 14, Docket UT-100820, paragraph 245:*** Due to the size of the combined company, and the level of complexity that may be associated with any prospective encumbrance of assets, we modify the condition by requiring the combined company to provide the Commission with at least thirty days to review any encumbrance request.
Washington	Staff/Public Counsel	Notification of Financial Information at Transaction Close	Within 30 days after the Transaction closes, CenturyLink will notify Commission Staff of the post-Transaction CenturyLink consolidated 2010 Net Debt/ trailing 12-month EBITDA; the price per share of CenturyLink's and QCII's stock at the Transaction's close; and the number of shares issued to QCII shareholders.
Washington	Staff/Public Counsel	Affiliated Interest	The CenturyLink ILECs and Qwest will comply with all applicable state and federal statutes and regulations regarding affiliated interest transactions, including timely filings of applications and reports, consistent with their respective forms of regulation, and terms of such regulation, as applicable to each respective company.
Washington	Staff/Public Counsel	Changes to Transaction	The Joint Applicants must immediately notify the Commission of any material change to the Transaction terms and conditions set forth in their Application that: (1) occurs while a Commission order on the merits of the Transaction is pending, or (2) occurs before the Transaction closes but after the Commission issues its order on the merits of the Transaction. The Joint Applicants also must submit a supplemental application for an amended Commission order in this docket if there is any change in substantive transaction conditions and terms that affect Commission-regulated services in Washington.
Washington	Staff/Public Counsel	Accounting Records	CenturyLink agrees to the following with respect to books and records: a. After the Transaction closes, the CenturyLink ILECs and Qwest must maintain their books to ensure they will continue to report Washington operations to the Commission consistent with the Washington-specific data that is being reported currently by the CenturyLink ILECs and Qwest to the extent that the data being reported is still required. b. Nothing in this Transaction or related agreements will limit or affect the Commission's, Commission Staff's or Public Counsel's rights with respect to inspection of accounts, books, papers and documents of QCII or CenturyLink or their subsidiary companies pursuant to RCW 80.04.070 or RCW 80.16.030.

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			c. Nothing in this Transaction or related agreements will result in reduced access to necessary books and records that relate to transactions between or among any of the participating parent corporations or their operating subsidiaries, or their successors. The corporate structure resulting from the Transaction will not be used by the surviving post-Transaction entities as a basis to oppose requests for books and records made by the Commission, the Commission Staff, or Public Counsel. d. Joint Applicants and the surviving post-Transaction entities shall maintain the necessary books and records so as to provide an audit trail for all corporate, affiliate, or subsidiary transactions with the operating ILEC subsidiaries, or that result in costs that may be allocable to the operating ILEC subsidiaries.
Washington	Staff/Public Counsel	Plan for Evaluation and Replacement of Switches	CenturyLink will provide to Commission Staff and Public Counsel on the first anniversary of the Transaction's close, a status report on CenturyLink's switching infrastructure in the state, which will identify any switch replacements, upgrades or retirements made in the prior calendar year as well as any that are known for the upcoming calendar year.
Washington	Staff/Public Counsel	Report of Capital Expenditures	After the Transaction closes, until such time as an AFOR proceeding for the CenturyLink ILECs and Qwest has concluded, CenturyLink will submit to the Commission, with copies to Commission Staff and Public Counsel, a confidential report for the previous calendar year detailing Washington regulated capital expenditures as a percentage of total system expenditures and a comparison of the amount of regulated capital expenditures per Washington access line with the amount of regulated capital expenditures per CenturyLink system-wide access line. After the Transaction closes, until such time as an AFOR proceeding for the CenturyLink ILECs and Qwest has concluded, CenturyLink will submit a report annually, within 30 days after capital budgets have been approved by the CenturyLink board, to the Commission, with a copy to Commission Staff and Public Counsel, containing the projected capital budgets for the CenturyLink ILECs and Qwest for the current budget year. Recognizing that projected capital budgets are fluid, and that these budgets will be provided for informational purposes, follow-up filings will not be made except in the case of a major variance.
Washington	Staff/Public Counsel	Broadband	In addition to the Qwest AFOR and CenturyTel/Embarq merger broadband commitments, CenturyLink shall invest no less than $80,000,000 (eighty million dollars) in retail broadband infrastructure in

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		Commitment	Washington over a five year period, beginning January 1, 2011. No less than thirty-three percent (33%) of this amount shall be invested in unserved and underserved areas. In addition to the 33% of the total investment that is directed to unserved and underserved areas, CenturyLink will enable broadband in the following CenturyLink central offices: Clearwater, Glenwood, Willard, Nespelem, and Eureka. This investment will count toward the $80,000,000 total. For purposes of this Settlement Agreement, "unserved" means either an area that has no wireline broadband service from any carrier, or no wireline service available from the CenturyLink ILECs or Qwest; "underserved" means an area with wireline broadband service but only at download speeds of 4 Mbps and upload speeds of 1 Mbps or less; and "area" means one or more living units. CenturyLink may invest less than thirty-three (33%) of the total amount in unserved or underserved areas with Commission approval, after a showing that such investments would not be appropriate based on deployment costs, availability of other broadband services in those areas or other pertinent factors, but any such Commission approval shall not impact the total amount of the commitment. Within 180 days of the Transaction's close, CenturyLink will file with the Commission, with copies to Commission Staff and Public Counsel, a separate confidential filing identifying the initial wire centers targeted under the commitment, including those areas that qualify as unserved or underserved, as well as the estimated living units that will be enabled or upgraded as to speed. Company representatives will meet with Commission engineering staff and Public Counsel to review this report. The Parties agree that as part of its initial broadband evaluation CenturyLink will evaluate each of the unserved and underserved areas, with an emphasis on those Qwest and CenturyLink ILEC wire centers with 85% broadband availability or less, to determine if the combined networks overcome the existing challenges in provision of broadband services. These findings will be used in developing CenturyLink's broadband investment plan and will be reviewed with Commission Staff and Public Counsel as part of the post-Transaction meeting. For a period of five years, or until all capital commitments have been expended under this condition, CenturyLink will file with the Commission annually on the anniversary of the Transaction's close a confidential written report on the broadband deployment by wire center accomplished in the previous year, including the expenditure per wire center, the number of living units enabled or upgraded as to speed, and the broadband speeds available in each wire center. The report shall contain the same Washington-specific information as is currently reported under the Qwest AFOR broadband reporting requirement. The Parties agree to work collaboratively to develop a report format to comply with this provision.

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			CenturyLink will file with the Commission, with copies to Commission Staff and Public Counsel, a plan for broadband deployment annually, to begin within 60 days of the anniversary date of the closing of the Transaction and thereafter submitted on the anniversary of the Transaction's closing date, including the number of living units to be enabled or upgraded. In addition, CenturyLink will meet with Commission Staff and Public Counsel to review the annual broadband plan and the annual deployment report. ***Modification to condition ordered by the Washington Utilities and Transportation Commission in Order 14, Docket UT-100820, paragraphs 249 and 250:*** Therefore, as we required in the previous proceeding involving the sale of Verizon Northwest to Frontier, and to preserve the broadband commitment made to Washington's consumers, we require that the pledged $80 million investment amount should be separated from general corporate funds and deposited in an escrow account over a period of three years. Thus, the combined company will establish an irrevocable escrow account within 30 days following the transaction's close and deposit the first annual payment, in the amount of $30 million, in the escrow account immediately thereafter. The next two payments, in the amount of $25 million each, shall be deposited on the transaction's anniversary dates in 2012 and 2013. All funds deposited in escrow are to be controlled by a third-party escrow agent that will be instructed to release monies only upon written authorization from the Commission. The combined company may petition the Commission on a quarterly basis for reimbursement of expenses relating to broadband investment that has been deployed in Washington. As with the earlier Verizon/Frontier transaction, we will review the combined company's quarterly petitions and accompanying documentation in order to alert the escrow agent whether the request for reimbursement is authorized.
Washington	Staff/Public Counsel	DSL Offerings	After the transaction closes, until such time as an AFOR proceeding for the CenturyLink ILECs and Qwest has concluded, CenturyLink will continue to offer stand-alone DSL service within the Qwest service territory and, within the CenturyLink ILEC territories, will continue to offer a basic broadband service coupled with discounted, restricted voice and 911 service equivalent to the current "Pure Broadband" service.
Washington	Staff/Public Counsel	Service Performance Guarantee (SPG)	a. After the Transaction closes, until such time as an AFOR proceeding for the CenturyLink ILECs and Qwest has concluded, i. CenturyLink ILECs will implement a $5 out of service credit mirroring Qwest's "Allowance for Service Interruptions" tariff. The program must be implemented within 180 days after the Transaction's closing date. ii. CenturyLink agrees to modify the service guarantee program adopted in the

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			CenturyTel/Embarq merger in the following manner: (1) The one year program will be extended to run until such time as an AFOR proceeding for the CenturyLink ILECs and Qwest has concluded. (2) The $15 residential credit will be increased to $25. b. ***(Modified condition as of 1/6/2011)*** For a period of three years from the Transaction's close, CenturyLink agrees to meet or exceed delayed primary service metrics for CenturyLink ILECs, measured as follows: i. The performance baseline will be the CenturyLink ILECs' average performance for the twelve months prior to the Transaction's close or the WAC 480-120-105(1)(a) metric, whichever is higher. ii. The initial measurement of CenturyLink ILEC performance will compare ~~For~~ the first three month period after the Transaction closes~~, the CenturyLink ILECs' average performance will be compared~~ to ~~average performance for the twelve months prior to the Transaction's close or in the WAC 480-120-105(1)(a) metric, whichever is higher.~~the baseline in subsection (i). Thereafter, each successive month of the CenturyLink ILECs' performance will be added to the three month period referenced above in determining the CenturyLink ILECs' average performance until twelve months after the Transaction closes. iii. Beginning one year after the Transaction closes, the CenturyLink ILECs' performance against the baseline in subsection (i) will be measured on ~~by~~ a rolling twelve month average performance basis~~, or the WAC 480-120-105(1)(a) metric, whichever is higher~~. iv. If the CenturyLink ILECs' average performance during any post-merger period referenced above ~~for any three month period fails to meet~~ falls below 95% of the performance standard specified in subsection (i)~~,~~ above ~~by 125%~~, CenturyLink agrees to implement a "delayed primary" service program mirroring Qwest's "Delayed Primary Basic Exchange Alternative" tariff until such time as an AFOR proceeding for the CenturyLink ILECs and Qwest has concluded.
Washington	Staff/Public Counsel	Service Quality Reporting	Qwest shall continue the monthly service quality reporting required before the Transaction; however, until the conclusion of the AFOR proceedings, Qwest shall report payouts under the CSGP on a quarterly basis. The CenturyLink ILECs shall continue to file monthly service quality reports as required by rule, and following implementation of a CSGP consistent with Condition 16 above, the CenturyLink ILECs shall file

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			quarterly reports of their CSGP until the conclusion of the AFOR proceedings. CenturyLink will include in the monthly service quality reports of the CenturyLink ILECs a 90-day held order report that, within the limitations of CenturyLink's system, replicates the Qwest report as closely as possible. CenturyLink will file, and Commission Staff will support, a petition for waiver of WAC 480-120-439(4) seeking permission to report on orders completed rather than on orders taken, which would constitute treatment similar to that granted Qwest in Docket No. UT-030704.
Washington	Staff/Public Counsel	Failure to Meet Service Quality	If any CenturyLink ILEC or Qwest has service quality degradation that falls below the average level of retail service quality metrics reported for six months prior to the closing date of the Transaction, Commission Staff, or Public Counsel, at its discretion, can initiate a service quality investigation to propose establishment of a self-executing service quality penalty mechanism tailored to address the service failure issue(s).
Washington	Staff/Public Counsel	Customer Complaint Handling	CenturyLink will retain Qwest WUTC complaint staff in Washington state for a period of no less than two years following the close of the Transaction. On an ongoing basis, CenturyLink shall ensure that its executive complaint functions are sufficiently staffed with adequately trained personnel who will provide a level of service that is consistent with WAC 480-120-166, with particular focus on punctuality of response; accessibility during the Commission operating hours; thorough investigation with complete responses; and internal communication methods to reach appropriate operations personnel to respond to and resolve consumer issues, with particular emphasis on service affecting situations.
Washington	Staff/Public Counsel	Retail Rate Cap	None of the CenturyLink ILECs or Qwest will file tariff revisions seeking to increase stand alone flat rated residential (1FR) or business (1FB) tariffed access line rates until such time as an AFOR for the CenturyLink ILECs and Qwest has been approved, except in the case of the occurrence of "Exogenous Events." For three years following the date the Transaction closes, Qwest's rate for competitively classified stand alone business (1FB) service shall be capped at $30.00, which is $1.00 more than the rate currently in effect.

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			CenturyLink or Qwest ILECs may petition the Commission to seek recovery from the impact of exogenous events that materially affect their operations as a result of orders issued by the Federal Communications Commission ("FCC") or this Commission. Until such time as an AFOR proceeding for the CenturyLink ILECs and Qwest has concluded, CenturyLink will continue to offer rate stabilization provisions for those Qwest business exchange services for which rate stabilization is available as of December 1, 2010. CenturyLink will honor all existing terms and conditions for bundled service customers (e.g., lifetime price guarantees) agreed to prior to the close of the Transaction.
Washington	Staff/Public Counsel	LD Issues	If post-Transaction rearrangements will cause a change in a customer's CenturyLink or QCII long distance carrier, CenturyLink agrees to notify all affected customers before the transfer occurs. The notice will be sent to customers a minimum of thirty (30) days before the transfer and will offer customers the option to change to a different long distance carrier without incurring a Primary Interexchange Carrier (PIC) change charge for a period of ninety (90) days.
Washington	Staff/Public Counsel	OSS – Retail	CenturyLink agrees to submit to Commission Staff and Public Counsel semi-annual integration status reports following the close of the Transaction. The initial report will be submitted within 90 days after the Transaction closes and will continue semi-annually for four years (reports will be provided within 30 days following the end of each semi-annual period). At a minimum, the reports will include a summary of integration-related activity completed since the last filed report and key milestones, deliverables and implementation timelines, and major risks and contingency plans for the upcoming quarter and beyond, if available, for all substantial integration team efforts. For four years after the closing date of the Transaction, prior to conversion of any CenturyLink retail operations support systems that impact Washington operations CenturyLink will provide notice to Commission Staff and Public Counsel 180 days in advance of the conversion. Notification will consist of a detailed description of the systems involved, the action to be taken, the timelines associated with the system conversion and a description of customer impacts. Upon request CenturyLink will provide Commission Staff with additional documentation verifying conversion readiness. Retail operations support systems are defined as ordering, provisioning, maintenance and repair, and billing systems.
Washington	Staff/Public Counsel	OSS – Wholesale	In legacy Qwest ILEC service territory, after the Transaction closes, CenturyLink will use and offer to wholesale customers the legacy Qwest Operational Support Systems (OSS) for at least two years, or until

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			July 1, 2013, whichever is later, and thereafter provide a level of wholesale service quality that is not less than that provided by Qwest prior to the Transaction's closing, with functionally equivalent support, data, functionality, performance, electronic flow through, and electronic bonding. After the period noted above, CenturyLink will not replace or integrate Qwest systems without first establishing a detailed transition plan and complying with the following procedures: a. *Detailed Plan*. CenturyLink will provide notice to the Wireline Competition Bureau of the FCC, the Commission, and the Parties to this agreement at least 270 days before replacing or integrating Qwest OSS system(s). Upon request, CenturyLink will describe the system to be replaced or integrated, the surviving system, and steps to be taken to ensure data integrity is maintained. CenturyLink's plan will also identify planned contingency actions in the event that CenturyLink encounters any significant problems with the planned transition. The plan submitted by CenturyLink will be prepared by information technology professionals with substantial experience and knowledge regarding legacy CenturyLink and legacy Qwest systems processes and requirements. CLECs will have the opportunity to comment on CenturyLink's plan in a forum in which it is filed, if the regulatory body allows comments, as well as in the Qwest Change Management Process. b. *CMP*. CenturyLink will follow the procedures in the Qwest Change Management Process ("CMP") Document. c. *Replacement or Retirement of a Qwest OSS Interface*. i. The replacement or retirement of a Qwest OSS Interface may not occur without sufficient acceptance of the replacement interface by CLECs to help assure that the replacement interface provides the level of wholesale service quality provided by Qwest prior to the Transaction's closing. Each party participating in testing will commit adequate resources to complete the acceptance testing within the applicable time period. The Parties will work together to develop acceptance criteria. Testing will continue until the acceptance criteria are met. Sufficient acceptance of a replacement for a Qwest OSS Interface will be determined by a majority vote, no vote to be unreasonably withheld, of the CMP participants (Qwest and CLECs) in testing, subject to any party invoking the CMP's Dispute Resolution process. The requirements of this paragraph will remain in place only until completion of Transaction-related OSS integration and migration activity. If a dispute arises as to

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			whether such Transaction-related OSS integration and migration activity is complete, the Commission will determine the completion date. ii. CenturyLink will allow coordinated testing with CLECs, including a stable testing environment that mirrors production, jointly established test cases, and, when applicable, controlled production testing, unless otherwise agreed to by the Parties. Testing described in this paragraph associated with merger-related system replacement or integration will be allowed for the time periods in the CMP Document, or for 120 days, whichever is longer, unless otherwise mutually agreed to by the Parties. iii. CenturyLink will provide the wholesale carriers training and education on any wholesale OSS implemented by CenturyLink without charge to the wholesale carrier. d. *Billing Systems*. CenturyLink will not begin integration of Billing systems before the end of the minimum two year or July 1, 2013 period, whichever is longer, noted above, or without following the above procedures, unless the integration will not impact data, connectivity and system functions that support or affect CLECs and their customers. i. Any changes by CenturyLink to the legacy Qwest non-retail OSS will meet all applicable ICA provisions related to billing and, to the extent not included in an ICA, will be Ordering and Billing Forum (OBF) compliant. ***Modifications to condition ordered by the Washington Utilities and Transportation Commission in Order 14, Docket UT-100820, paragraphs 120 and 121:*** First, we modify the condition regarding the voting process amongst CLECs which allows the combined company to replace the Qwest OSS after acceptance testing has been conducted. Specifically, after acceptance testing and controlled production, if any, have been completed, and before any replacement OSS is put into actual production, we require the combined company to file a detailed report with the Commission describing, at a minimum, all aspects of the acceptance testing process; identification of all CLEC participants in the testing and the voting process set forth in the settlement condition; the identification and discussion of all disputes that arose between the combined company and CLECs regarding any issue pertaining to the replacement OSS; and a comprehensive synopsis of the outcome. This report shall be filed with the Commission within 60 days prior to the planned OSS replacement. The

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			combined company also must submit a verification signed by the combined company's senior level official who was ultimately responsible for implementation of the replacement OSS. The verification must include an affirmative statement that the replacement meets all requirements of the Integra and Staff/Public Counsel Settlements, and the modifications we adopt herein. Subsequent to filing, the Commission will open a new proceeding and will provide notice to all interested parties of the combined company's submission and establish a process to provide feedback on the filing. As a consequence of this additional filing requirement, and depending on the information provided by the combined company and additional information provided by participating CLECs, the Commission reserves the right to impose, and Joint Applicants are specifically required to give consent as a condition of our approval of this merger to, a potential Commission-imposed requirement for third-party testing of any replacement OSS before it may be implemented for actual production. In other words, depending on our assessment of the report and feedback produced by CLECs about the results of the testing process we hold out the prospect of imposing third- party testing prior to implementation of a new OSS. Any third-party testing requirement we are compelled to require will be conducted in accordance with specific procedures and requirements we will establish, if necessary, in the prospective proceeding involving the replacement system. All costs incurred to select and retain a third-party to conduct testing of a replacement OSS, if any, will be borne by the combined company and Joint Applicants consent to this additional merger condition must include acknowledgement of their potential liability for such costs.
Washington	Staff/Public Counsel	Network Integration	After the Transaction closes, until such time as an AFOR proceeding for the CenturyLink ILECs and Qwest has concluded, CenturyLink will provide Commission Staff and Public Counsel with 90 days' advanced notice of the rearrangement of major network components. The notice will include a rearrangement plan discussing the changes that will be made and the timeframes in which the work will be completed. Major network components include: a. Customer call centers b. Customer repair centers c. E911 systems d. Maintenance systems that monitor central office and transport systems e. Engineering systems f. Outside plant record systems
Washington	Staff/Public	OSS Integration	CenturyLink will file notification with the Commission upon the completion of any OSS system

State	Party	Area	Condition
	Counsel	Completion	conversions or integrations for which advance notification was required under the Retail or Wholesale OSS conditions.
Washington	Staff/Public Counsel	Lifeline (WTAP)	After the Transaction closes, the CenturyLink ILECs and Qwest will meet and work collaboratively with Commission Staff, Public Counsel and DSHS to evaluate the current WTAP outreach program in order to enhance customer awareness and increase participation in the program. b. Within 60 days after the Transaction closes, the CenturyLink ILECs and Qwest will institute a program with the executive complaint handlers for the treatment of consumer upheld WTAP complaints, to include the following: i. A root cause analysis that indicates the cause of the problem leading to the customer complaint; ii. The corrective action the company has taken to remedy the underlying problem; iii. An issuance of a three-month service credit to the affected customer at the current applicable WTAP, Lifeline or Link-up rate, plus any additional credits that may be due the customer. iv. Upon implementation of the Lifeline credit program, CenturyLink shall provide a quarterly report that shows by month: (1) The total number of Lifeline complaints received under the program; and (2) The total number of Lifeline credits that were issued during the preceding quarter. This program shall remain in place for three years after the date of implementation. c. CenturyLink agrees to notify WTAP, Lifeline and tribal agencies of a name change if and when it occurs. The procedure includes the following: i. Update all Lifeline materials to reflect the new name when it becomes final and approved for distribution. ii. Update agency contact letters to reflect the name change message. iii. Prepare a mailing list of all social service agencies on the CenturyLink ILEC or Qwest contact lists and send notifications along with Lifeline applications and flyers; iv. Update the FYI Bulletin to reflect the message about the name change;

State	Party	Area	Condition
			v. Send a Lifeline Bill Message to existing Lifeline customers prior to and after the change; vi. Edit any Lifeline newspaper advertising to reflect the name change.
Washington	Staff/Public Counsel	911 Service	Immediately upon closing of the Transaction, CenturyLink shall continue to honor all contractual agreements held by Qwest associated with the provision of 911 service consistent with all terms and conditions of those agreements (see Qwest Communications Contract with Washington State Military Department, Contract number E09-196).
Washington	Staff/Public Counsel	Rate Center Consolidation	Commission Staff identified 15 areas with two-way extended area local calling between CenturyLink ILEC rate centers for rate center consolidation. The Parties acknowledge that due to the costs of consolidating four of these areas, which would result in rate impacts for CenturyLink ILEC customers, CenturyLink will not pursue consolidation at this time in: • Port Townsend • Coulee City • Davenport • Rimrock CenturyLink commits to completing rate center consolidations in other areas in Washington as set forth below. Immediately after all activities required for rate center consolidation in a particular area have been completed, CenturyLink will file a report with the Commission describing and confirming the consolidation. The report may accompany the tariff filing for the newly consolidated rate center. a. CenturyLink will file tariffs prior to the date the Transaction closes, but no later than August 30, 2011, reflecting the new rate center names within the following consolidated rate centers: i. Lake Quinault ii. Friday Harbor iii. Kingston iv. Forks v. Long Beach b. CenturyLink will complete rate center consolidations and all activities required for rate center consolidation, including distribution of timely notifications and tariff filings reflecting the new rate center names, prior to the date the Transaction closes, but no later than June 30, 2011, for the following rate centers:

State	Party	Area	Condition
			i. Puget Island/Cathlamet ii. Benge/Ritzville c. CenturyLink will complete rate center consolidations and all activities required for rate center consolidation, including distribution of timely notifications and tariff filings reflecting the new rate center names, within 12 months of the date the Transaction closes, but no later than June 30, 2012, for the following rate centers: i. Basin City, Mesa, Connell, Kahlotus – new rate center name "Connell" ii. Mathews Corner, Eltopia – new rate center name "Mathews Corner" iii. Chewelah, Hunters – new rate center name "Chewelah" iv. Winthrop, Twisp – new rate center name "Twisp" The parties agree that further rate center consolidation by CenturyLink ILECs need not be addressed upon completion of these rate center consolidations. Decisions by this Commission or the FCC may require future rate center consolidations.
Washington	Staff/Public Counsel	Customer Notice	Within 30 days of closing of the Transaction, CenturyLink will give individual notice to its customers explaining that the Transaction has been approved subject to certain conditions. The notice will provide UTC and company phone numbers for questions and will notify customers that information regarding the Transaction's approval and conditions can be obtained from the UTC website at docket number UT-100820. CenturyLink will work with Commission Staff and Public Counsel on the content of the notice. CenturyLink commits to send notice to affected customers if any of the CenturyLink ILECs or Qwest undergoes a name change. Prior to any name change becoming effective in Washington, CenturyLink will work with Commission Staff and Public Counsel on the content of a notice informing the affected customers of the name change, if applicable. CenturyLink will file copies of the notice(s) above with the Commission after issuance, together with a description of the manner and timing of the notice.
Washington	Commission Order	Consolidation of Subsidiaries	***Additional condition ordered by the Washington Utilities and Transportation Commission in Order 14, Docket UT-100820, paragraph 151:*** Therefore, as part of this decision, we establish an overarching policy with respect to the combined

State	Party	Area	Condition
			company's Washington operations, that wherever and whenever possible, for regulatory purposes we will look to apply state law, regulations, and our own policies to CenturyLink's Washington ILEC operations as if they were a single common entity.
Washington	Commission Order	Extension of CenturyLink ICAs	***Additional condition ordered by the Washington Utilities and Transportation Commission in Order 14, Docket UT-100820, paragraph 161:*** We find Joint Wireless Carriers' argument persuasive that the duration of CenturyLink ICAs, not just Qwest ICAs, should be extended. Accordingly, we modify Condition 3(a) of the Integra Settlement to include and extend all existing Washington ICAs of the CenturyLink ILECs for the three year period following closing.
Washington	Commission Order	Common Interconnection Agreement	***Additional condition ordered by the Washington Utilities and Transportation Commission in Order 14, Docket UT-100820, paragraph 162:*** Therefore, we require that, as existing ICAs expire or as competitors seek to establish new ICAs, the combined company will allow requesting carriers to negotiate a common agreement that would apply to interconnection with one or more of the CenturyLink ILECs operating in Washington.
Washington	Commission Order	Single POI per LATA	***Additional condition ordered by the Washington Utilities and Transportation Commission in Order 14, Docket UT-100820, paragraph 188:*** Thus, as a condition of our approval of the merger, we require Joint Applicants to allow interconnecting CLECs, including Charter, to establish a single POI per LATA to reach all areas served by some or all of Joint Applicants' operating subsidiaries, at least to the extent an area selected by a CLEC for interconnection includes areas that are contiguous and may be reached through facilities that Joint Applicants have deployed to interconnect such areas to handle their own telecommunications traffic. To the extent existing ICAs between Joint Applicants and their competitors require revision as a consequence of this merger condition, we expect interconnecting parties to negotiate and submit for approval the necessary amendments to implement our decision. Moreover, if disputes arise as to our intent or specific factual circumstances surrounding the scope of this requirement, we will act swiftly in resolving such disputes when brought to our attention.[12]

[12] We note that the Minnesota Settlement includes a qualifying condition stating that "ILEC affiliates within that LATA are directly interconnected over the interconnection facilities." Minnesota Settlement at 4. We accept that clarification for the single POI per LATA condition and would expect parties to resolve any issues between this condition and in the position articulated by the Joint CLECs in our record.

State	Party	Area	Condition
Washington	Commission Order	Adoption of MN Modifications to Integra Settlement	***Additional condition ordered by the Washington Utilities and Transportation Commission in Order 14, Docket UT-100820, paragraph 86:*** On March 4, 2011, Joint Applicants and a group of Minnesota CLECs[13] filed a settlement agreement with the Minnesota Public Utilities Commission that modifies several provisions of the Integra Settlement previously been entered into both in the Minnesota and in the Washington proceedings (Minnesota Settlement).[14] We take administrative notice of the provisions of that agreement.[15] The Minnesota Settlement, among other things, addresses commitments relating to OSS, single point of interconnection, and petitions for non-impairment or forbearance. It states that "unless otherwise indicated," the terms of the settlement "apply throughout the Qwest ILEC 14-state territory."[16] To the extent that some of the provisions of that Settlement extend the time frames for the fulfillment of certain commitments also made in Washington in the Integra Settlement, we incorporate those new time frames into this Order.[17]
Washington	Commission Order	Reduction in Access Charges	***Additional condition ordered by the Washington Utilities and Transportation Commission in Order 14, Docket UT-100820, paragraph 237:*** We address this problem here by reducing the CenturyLink ILECs intrastate access charge rates to Qwest levels. We expect the combined company to comply with this requirement through a tariff filing within 30 days of closing, to become effective 30 days after filing.

[13] These CLECs include: McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services; OrbitCom, Inc.; US Link. Inc., d/b/a TDS Metrocom; POPP.com, Inc., Velocity Telephone, Inc.; and Charter Fiberlink, CCO, LLC.

[14] *In the Matter of the Joint Petition for Approval of Indirect Transfer of Control of Qwest Operating Companies to CenturyLink,* Minnesota Public Utilities Commission Docket No. P-421, et. al./PA-10-456, Settlement Agreement Between Joint Petitioners and Joint CLECs, (March 4, 2011).

[15] On March 8, 2010, the ALJ in this proceeding provided notice of the Commission's intent to take administrative notice of that settlement pursuant to WAC 480-07-495(2)(c). No party objected to the noticing of the Minnesota Settlement.

[16] Minnesota Settlement at 2.

[17] Specifically, we adopt the agreed-to time extensions in paragraphs 1(A), 1(B), 1(C), and 3.

CENTURYLINK/QWEST MERGER
SUMMARY SETTLEMENT CONDITIONS
AS OF 4/14/2011

State	Party	Area	Condition
Washington	Commission Order	Colville Tribe Issues	***Additional condition ordered by the Washington Utilities and Transportation Commission in Order 14, Docket UT-100820, paragraphs 263 through 265:*** Accordingly, as one initial step to get to the root of the apparent service quality conditions on the Colville Reservation we require Joint Applicants to prepare and file, within 60 days after closing of the merger, a specific and detailed service quality improvement plan to address the Tribes' claims regarding the quality of Qwest and CenturyLink services, including broadband.[18] The plan shall detail specific actions the combined company will take, as well as timeframes to accomplish this over the next five years, as a means to address the service conditions described by the Tribal representatives. We recognize that CenturyLink is already required under Condition 14 of the Staff/Public Counsel Settlement to file a statewide broadband plan within 180 days of closing. Notwithstanding the specific service quality plan we require above, we also expect the statewide broadband plan to include consideration of the benefits and costs of extending broadband service beyond the Nespelem exchange to other Colville Reservation communities. We also expect the Tribe to share with CenturyLink any studies it may have that examine factors related to extending broadband service on the reservation. We further conclude that the combined company should designate a Tribal Liaison officer to address the concerns raised by the Tribes. The combined company is to create this dedicated liaison position within 180 days of entrance of this Order, and shall notify the Tribes, Staff, and Public Counsel when it has done so.
Arizona, Colorado, Utah, Washington	DoD/FEA	Volume and Term Price 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.

[18] If the Joint Applicants need more time to undertake a comprehensive review of the Tribes' needs, they may petition us for more time. Given the vast expanse and low density of the Colville Reservation, we recognize that these issues may require further vetting and study. Moreover, we recognize that large-scale improvements of facilities on one reservation goes well beyond what is before us here as well as the Tribes' request that we require the combined company to undertake a comprehensive study of the broadband needs of all Tribes in Washington.

State	Party	Area	Condition
			• 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 commission order relating to the proposed merger, as well as any other service quality requirements ordered by any 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.
Arizona, Colorado, Utah, Washington	DoD/FEA	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

State	Party	Area	Condition
			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.
Arizona, Colorado, Utah, Washington	DoD/FEA	Service Quality-Utah	With regard to Utah, the Applicants agree that the post-merger company will not seek waiver from the requirements of R. 746-340, sections 8 and 9, for two years following the date of the close of the merger.
Colorado, Iowa, Minnesota, Oregon, Washington	360Networks (USA),Inc.	Wholesale	This will confirm the understanding we reached regarding the status of interconnection agreements, as amended, between 360networks (USA) inc. (360networks) and Qwest Corporation, namely that Qwest Corporation will honor all obligations under its existing interconnection agreements with 360networks. Qwest Corporation will not terminate or change the conditions of 360networks' interconnection agreements in any state, with the exception of changes of law, unless requested or agreed to by 360networks, or in the event of default or other triggering event expressly contemplated by the terms of the agreement, for a period of 36 months from the Closing Date of the CenturyLink/Qwest transaction for any agreement not expired as of the Closing Date and for any agreement that has been expired less than 3 years as of the Closing Date. In addition, where 360networks and Qwest Corporation are in negotiations for the initial successor agreement to an agreement covered above, 360networks may at its option, use its currently existing agreement as the basis for negotiating the initial successor agreement with Qwest Corporation. Unless mutually agreed otherwise, 360networks and Qwest Corporation agree to incorporate the amendments to the existing agreement into the body of the agreement used as the basis for such negotiations of the initial successor agreement. The parties will work cooperatively to complete any necessary ICA amendments or filings to effectuate these terms, where needed. This agreement is null and void if the pending merger between CenturyLink and Qwest does not close. Nothing in this agreement shall preclude 360networks from obtaining the benefits of additional FCC conditions not addressed in this agreement. In exchange for this agreement, 360networks will immediately take all necessary steps to withdraw from or cease participation (directly or indirectly) in all pending CenturyLink/Qwest merger review dockets before the state regulatory commissions and the FCC, except to the extent participation is required to gain approval of this agreement, where required. Where permitted, this includes the withdrawal of in interventions, pre-filed testimony, and pending discovery. The parties also acknowledge that this

State	Party	Area	Condition
			agreement is not confidential and may need to be filed, or otherwise disclosed to state regulatory commissions or other parties in response to discovery requests or by commission rule or order. To the extent necessary to comply with the dictates of a given state filing convention, the parties agree to work cooperatively to convert or present this agreement in another format (e.g. in Motion format), as needed, so long as the substance of the agreement does not change.
Arizona	Westel	Release of Claims	As used herein, the term "Claims" shall mean all claims and demands asserted or unasserted by Westel against Qwest for liability for losses, damages, costs and expenses, of any kind and description, direct, indirect, or consequential, arising out of telecommunications services delivered to Westel by Qwest in 2009, including but not limited to (a) the disconnection of such services, the adequacy of advance notice of disconnection, the re-establishment of such services after disconnection, and all the rates and charges assessed; (b) the quality of services provided; (c) alleged statements made by Qwest's employees to Westel, its customers, or members of the public with regard to the foregoing; and alleged violation of tariff conditions or applicable regulations. "Claims" shall include all such claims and demands, whether based in tort, contract, equity, or some other theory, and regardless of whether existing under common law or statute. Without limiting the foregoing, "Claims" shall include all matters set forth a letter dated February 23, 2010, from Westel's counsel Joan S. Burke to Qwest's counsel Norman G. Curtright. Qwest shall provide an immediate credit to Westel in the amount of $12,500, which may be applied to current or future invoices for services provided by Qwest to Westel. Westel does hereby forever release and discharge Qwest, its successors, assigns, parent company, direct subsidiaries, and affiliates from liability with respects to the Claims.
Arizona, Nebraska	Cox Communications, Inc.	Wholesale	In consideration of the Agreement outlined herein, and without modification, Cox agrees that its objections, issues and proposed conditions raised in Arizona and Nebraska related to the Transaction are resolved through this negotiated compromise and, therefore, that the Transaction should be approved by the Arizona Corporation Commission and Nebraska Public Service Commission as in the public interest. Cox further agrees that it will no longer participate before the Federal Communications Commission regarding this transaction and will offer no advocacy (directly or indirectly) contrary to this Agreement before the FCC or state commissions. Cox agrees that the terms set forth in the Integra Settlement entered into on November 6,

State	Party	Area	Condition
			2010 and attached hereto satisfactorily resolves the issues of Cox in Arizona and Nebraska. To the extent applicable, references to "Integra" or "CLECs" within the terms of the Integra Settlement will be deemed to be references to "Cox" for purposes of the understanding memorialized in this letter. For avoidance of doubt, Century[ink and Qwest agree that the terms of the Integra Settlement will apply in all states within Qwest Corporation's fourteen-state incumbent territory where Cox presently has operations as well as any states where Cox becomes certified to do business or does business, In addition, CenturyLink acknowledges that the terms of paragraphs 1, 6, 9, 11, 13 and 15 as to the Merged Company apply in all states in which it operates an LEC. Nothing in this agreement shall prevent Cox from obtaining the benefit of any additional FCC conditions not addressed in this Agreement, whether they are based on voluntary commitments by the merging parties or conditions mandated by the FCC. In addition, if any FCC terms or conditions are inconsistent with this Agreement, Cox, at its sole discretion, has the choice of the terms and conditions set forth herein or those applicable to CLECS contained in the FCC's order approving the Transaction, except to the extent such FCC condition is state-specific or such choice is not permitted by the FCC order. Nothing in this Agreement will preclude Cox from benefitting from commitments or conditions approved by the Arizona or Nebraska commissions or any other state commission consistent with the terms of paragraph 15 of the attached Integra Settlement. Within 30 days of the closing date, Qwest Corporation and Cox further agree to execute an amendment to their interconnection agreements in Arizona and Nebraska that will have the effect of extending the existing terms related to sub-loop access at MDUs for an additional 4 years, for an additional payment of $75,000 to be paid upon the expiration of the current sub-Loop agreement. The parties agree that this Agreement is not confidential and that it will be filed with the Arizona Corporation Commission and the Nebraska Public Service Commission upon execution.
All (see MN modifications below)	Integra (Cox, Blackfoot, 3 Rivers and tw telecom have adopted)	Wholesale	The Merged Company will not recover, or seek to recover through wholesale service rates or other fees paid by CLECs: a) one-time transition, branding, or any other transaction-related costs; b) any acquisition premium paid by CenturyLink for QCI; and c) any increases in overall management costs that result from the transaction, including those incurred by the operating companies. For purposes of this condition, "transaction-related costs" shall be construed to include all Merged Company costs related to or resulting from the transaction and any related transition, conversion, or migration costs and, for example, shall not

State	Party	Area	Condition
			be limited in time to costs incurred only through the Closing Date.
All (see MN modifications below)	Integra (Cox, Blackfoot, 3 Rivers and tw telecom have adopted)	Wholesale	In the legacy Qwest ILEC service territory, the Merged Company shall comply with all wholesale performance requirements and associated remedy or penalty regimes for all wholesale services, including those set forth in regulations, tariffs, interconnection agreements, and Commercial agreements applicable to legacy Qwest as of the Merger Closing Date. In the legacy Qwest service territory, the Merged Company shall continue to provide to CLECs at least the reports of wholesale performance metrics that legacy Qwest made available, or was required to make available, to CLECs as of the Merger Closing Date, or as subsequently modified or eliminated as permitted under this Agreement or pursuant to any changes in law. The Merged Company shall also provide these reports to state commission staff or the FCC, when requested. The state commission and/or the FCC may determine that additional remedies are required, to the extent a state commission or FCC finds it is consistent with its jurisdiction. The Merged Company does not waive its right to oppose such a request. a. The Parties will not seek to reduce or modify the Qwest Performance Indicator Definition (PID) or Qwest Performance Assurance Plan (QPAP) [19] that is offered, or provided via contract or Commission approved plan, as of the Merger Closing Date for at least eighteen months after the Closing Date.[20] After the eighteen month period, the Parties may seek modifications under the terms and conditions outlined in the QPAP. The Merged Company will not seek to eliminate or withdraw the QPAP for at least three years after the Closing Date. The QPAP will be available to all requesting CLECs unless the Merged Company obtains approval from the applicable state commission to eliminate or withdraw it.

[19] In Colorado, the QPAP is known as the CPAP. In Minnesota, the QPAP is known as the MPAP. These state-specific terms will be used in agreements filed in Colorado and Minnesota.

[20] The limitations of paragraph 2.a.do not apply to implementation of any decision arising from Colorado Docket No. 02M-259T. In addition, the parties agree not to initiate any further action in North Dakota Docket No. PU-08-04, until at least eighteen months after the Closing Date, however the Parties may implement any decision arising from that docket. Qwest will implement Idaho Order No. 32106 in Case No. QWE-T-08-04. The Parties agree, however, that they will jointly request that the Idaho Commission take no further action in that docket until at least eighteen months after the Closing Date.

State	Party	Area	Condition
			i. For at least three years after the Closing Date, and consistent with the FCC's required conditions of the Embarq-CenturyTel merger, in the legacy Qwest ILEC service territory, the Merged Company shall meet or exceed the average wholesale performance provided by Qwest to CLEC, measured as follows: (b.) For the first three months after Closing Date, Qwest's performance will be compared to Qwest's performance for the twelve months prior to Closing Date. (b.) Thereafter, each successive month of Qwest's performance will be added to the three month period in (a.) in determining Qwest's performance until twelve months after Closing Date. (d.) Beginning one year after Closing Date, Qwest's performance will be measured by a rolling twelve month average performance. b. If the Merged Company fails to provide wholesale performance levels as measured by the methodology described in this condition, the Merged Company must conduct a root cause analysis for the discrepancies and develop proposals to remedy each deficiency within thirty days and provide this to CLEC for review and comment. i. CLEC may invoke the root cause procedure for deterioration in wholesale performance for any PID, product, or disaggregation included within a PID measure if CLEC determines that the performance it received for that PID, product, or disaggregation is materially different and provides the basis for CLEC's determination. ii. If performance deficiencies are not resolved, CLEC may request a resolution or wholesale service quality proceeding before the state commission. The Merged Company does not waive its right to oppose such a request
All (see MN modifications below)	Integra (Cox, Blackfoot, 3 Rivers and tw	Wholesale	Notwithstanding any provision allowing one or both parties to Qwest interconnection agreements, Commercial agreements, Wholesale agreements, interstate tariffs, and intrastate tariffs, and other wholesale agreements between Qwest Corporation or its successors and assigns and CLEC ("Extended Agreements")

State	Party	Area	Condition
	telecom have adopted)		to terminate the Extended Agreement upon or after expiration of the term of the agreement, the Merged Company shall not terminate or grandparent, change the terms or conditions, or increase the rates of any Extended Agreements during the unexpired term or for at least the Applicable Time Period identified below, whichever occurs later (the "Extended Time Period"), unless required by a change of law, or CLEC requests or agrees in writing to a change and any applicable procedure to effectuate that change is followed. In the event that the Extended Agreement expressly allows termination of the agreement in other circumstances, such as default due to non-payment, this Condition does not preclude termination of an Extended Agreement in those circumstances provided that the Merged Company follows both (1) the Extended Agreement's express provisions, and (2) any applicable procedures pertaining to such termination. Upon approval of the Transaction with this Agreement in the public record, the Parties will consider these terms to be part of the order of approval and thus not trigger or require the filing of an ICA amendment, unless directed otherwise by the commissions or FCC. To the extent an amendment is requested, the Parties agree to execute and file an amendment to the ICA within 30 days of the Closing Date, the terms of which will mirror the language in this Agreement, unless mutually agreed otherwise. c. *Interconnection Agreements*. The Applicable Time Period for Qwest's interconnection agreements (ICAs) is at least thirty-six months after the Closing Date.[21] The Extended Time Period applies whether or not the initial or current term has expired or is in evergreen status. i. The Merged Company shall allow CLEC to use its pre-existing interconnection agreement as the basis for negotiating an initial successor replacement interconnection agreement to the extended ICA. Where the parties agree it is reasonable to do so, the parties may incorporate the amendments to the existing agreement into the body of the agreement used as the basis for such negotiations of the initial successor replacement interconnection agreement.

[21] Notwithstanding anything that may be to the contrary in paragraphs 3,3a, and 4, in Colorado where a cost docket is nearing completion but may not be final as of the Closing Date, the rates established in Colorado cost docket number 07A-211T will replace the corresponding rates in Qwest-CLEC Colorado ICAs as of the Closing Date for purposes of this paragraph 3; nor does the paragraph prevent implementation of the rates contemplated in paragraph 14.

State	Party	Area	Condition
			ii. CLEC may opt-in to an interconnection agreement in its initial term or the extended term. iii. If Qwest and CLEC are in negotiations for a replacement interconnection agreement before the Closing Date, the Merged Company will allow CLEC to continue to use the negotiations draft upon which negotiations prior to the Closing Date have been conducted as the basis for negotiating a replacement interconnection agreement. In the latter situation (ongoing negotiations), after the Closing Date, the Merged Company will not substitute a negotiations template interconnection agreement proposal of any legacy CenturyLink operating company for the negotiations proposals made before the Closing Date by legacy Qwest. d. *Commercial Agreements*. The Applicable Time Period for Commercial agreements is at least eighteen months after the Closing Date for Qwest's Commercial agreements (*i.e.*, offerings made available after a UNE(s) becomes unavailable via ICA): Broadband for Resale, Commercial Broadband Services (QCBS), Commercial Dark Fiber, High Speed Commercial Internet Service (HSIS), Local Services Platform (QLSP), Internetwork Calling Name (ICNAM), and Commercial Line Sharing, as well as any other Commercial agreement to which Qwest and CLEC were parties as of the Closing Date. Notwithstanding any provision to the contrary in this Agreement: i. After the eighteen month period, Qwest reserves the right to modify rates. ii. If a Commercial agreement later becomes unavailable on a going forward basis, the agreement will remain available to CLEC on a grandparented basis to serve CLEC's embedded base of customers already being served via services purchased under that

State	Party	Area	Condition
			Commercial agreement, subject to Qwest's right to modify rates, for at least eighteen months after Qwest has notified CLEC that the agreement is no longer available. e. *Wholesale Agreements.* The Applicable Time Period for Wholesale agreements is at least eighteen months after the Closing Date for Qwest's Wholesale agreements (*i.e.*, offerings made available after a tariffed offering becomes unavailable via tariff): Wholesale Data Services Agreement (ATM, Frame Relay, GeoMax, HDTV-Net, Metro Optical Ethernet, Self-Healing Network, Synchronous Service Transport), as well as any other Wholesale agreement to which Qwest and CLEC were parties as of the Closing Date. Notwithstanding any provisions to the contrary in this Agreement: i. After the eighteen month period, Qwest reserves the right to modify rates. ii. If a Wholesale agreement later becomes unavailable on a going forward basis, the agreement will remain available to CLEC on a grandparented basis to serve CLEC's embedded base of customers already being served via services purchased under that Wholesale agreement for at least eighteen months after Qwest has notified CLEC that the agreement is no longer available, subject to Qwest's right to modify rates. f. *Tariffs.* The Applicable Time Period is at least twelve months after the Closing Date for Qwest wholesale tariff offerings that CLEC ordered from Qwest via tariff as of the Closing Date. Notwithstanding any provision to the contrary in this Agreement, Qwest may engage in Competitive Response pricing as set forth in its tariffs. i. Regarding term and volume discount plans, such plans offered by Qwest as of the

State	Party	Area	Condition
			Closing Date will be extended by twelve months beyond the expiration of the then existing term, unless CLEC indicates it opts out of this one-year extension. ii. The Merged Company will honor any existing contracts for services on an individualized term pricing plan arrangement for the duration of the contracted term.
All (see MN modifications below)	Integra (Cox, Blackfoot, 3 Rivers and tw telecom have adopted)	Wholesale	Rates Generally. The Merged Company, in paragraph 3, agrees not to increase the rates in Qwest interconnection agreements during the Extended Time Period[22]. If, during the Extended Time Period, the Merged Company offers a Section 251 product or service that is not offered under an interconnection agreement (a "new" product or service), the Merged Company may establish a rate using normal procedures. A product, service, or functionality is not "new" for purposes of this paragraph if Qwest was already providing that product, service, or functionality at existing rates as of the Closing Date in the legacy Qwest ILEC serving territory. a. Regarding rates changed via a state commission cost docket, the Merged Company may initiate a cost docket (or seek rate increases in a cost docket initiated by another party) before the expiration of the thirty-six month period for extension of ICA terms only if (i) the rate elements, charges or functionalities are not already provided under rates as of the Closing Date as described in paragraph 4; or (ii) the cost docket is not initiated until at least eighteen months after the Closing Date and any rates approved in the cost docket will not become effective until after expiration of the thirty-six month period for extension of ICA terms. b. After the Closing Date, in the legacy Qwest ILEC serving territory, the Merged Company shall not assess any fees, charges, surcharges or other assessments upon CLECs for activities that arise during the subscriber acquisition and migration process other than any fees, charges, surcharges or other assessments that were approved by the applicable commission and charged by Qwest in the legacy Qwest ILEC service territory before the Closing Date, unless

[22] Notwithstanding anything that may be to the contrary in paragraphs 3, 3a, or 4, in Colorado where a cost docket is nearing completion but may not be final as of the Closing Date, the rates established in Colorado cost docket number 07A-211T will replace the corresponding rates in Qwest-CLEC Colorado ICAs as of the Closing Date for purposes of this paragraph; nor does the paragraph prevent implementation of the rates contemplated in paragraph 14.

State	Party	Area	Condition
			Qwest first receives Commission approval. This condition prohibits the Merged Company from charging such fees, charges, surcharges or other assessments, including: i. Service order charges assessed upon CLECs submitting local service requests ("LSRs") for number porting; ii. Access or "use" fees or charges assessed upon CLECs that connect a competitor's own self-provisioned loop, or last mile facility, to the customer side of the Merged Company's network interface device ("NID") enclosure or box; and iii. "Storage" or other related fees, rents or service order charges assessed upon a CLECs' subscriber directory listings information submitted to the Merged Company for publication in a directory listing or inclusion in a directory assistance database.
All (see MN modifications below)	Integra (Cox, Blackfoot, 3 Rivers and tw telecom have adopted)	Wholesale	In the legacy Qwest ILEC service territory, to the extent that an interconnection agreement is silent as to an interval for the provision of a product, service or functionality or refers to Qwest's website or Service Interval Guide (SIG), the applicable interval, after the Closing Date, shall be no longer than the interval in Qwest's SIG as of the Closing Date. Either Party may request an amendment to the interconnection agreement to lengthen an interval after the thirty-six month period for extension of ICA terms
All (see MN modifications below)	Integra (Cox, Blackfoot, 3 Rivers and tw telecom have adopted)	Regulatory	CenturyLink and all of its incumbent local exchange carrier ("ILEC") affiliates will comply with 47 U.S.C. Sections 251 and 252. In the legacy Qwest ILEC service territory, the Merged Company will not seek to avoid any of its obligations on the grounds that Qwest Corporation is exempt from any of the obligations pursuant to Section 251(f)(1) or Section 251(f)(2) of the Communications Act.
All (see MN modifications below)	Integra (Cox, Blackfoot, 3 Rivers and tw telecom have	Regulatory	In the legacy Qwest ILEC service territory, after the Closing Date, Qwest Corporation shall be classified as a Bell Operating Company ("BOC"), pursuant to Section 3(4)(A)-(B) of the Communications Act and shall be subject to all requirements applicable to BOCs, including Sections 271 and 272

State	Party	Area	Condition
	adopted)		
All (see MN modifications below)	Integra (Cox, Blackfoot, 3 Rivers and tw telecom have adopted)	Regulatory	Qwest will not seek to reclassify as "non-impaired" any Qwest wire centers for purposes of Section 251 of the Communications Act, nor will the Merged Company file any new petition under Section 10 of the Communications Act seeking forbearance from any Section 251 or 271 obligation or dominant carrier regulation in any Qwest wire center before June 1, 2012
All (see MN modifications below)	Integra (Cox, Blackfoot, 3 Rivers and tw telecom have adopted)	Wholesale	The Merged Company shall provide to wholesale carriers, and maintain and make available to wholesale carriers on a going-forward basis, up-to-date escalation information, contact lists, and account manager information and will provide this information, when possible, thirty days prior to the Closing Date. If not possible, the Merged Company will provide the information within five business days, absent exigent circumstances. For changes to support center location, the Merged Company will provide at least thirty days advance written notice to wholesale carriers. For other changes, the Merged Company will provide reasonable notice, as circumstances permit, of the changes and will keep pertinent information timely updated. The information and notice provided shall be consistent with the terms of applicable interconnection agreements.
All (see MN modifications below)	Integra (Cox, Blackfoot, 3 Rivers and tw telecom have adopted)	Wholesale	The Merged Company will make available to each wholesale carrier in the legacy Qwest ILEC service territory the types and level of data, information, and assistance that Qwest made available as of the Closing Date concerning Qwest's wholesale Operational Support Systems functions and wholesale business practices and procedures, including information provided via the wholesale web site (which Qwest sometimes refers to as its Product Catalog or "PCAT"), notices, industry letters, the change management process, and databases/tools (loop qualification tools, loop make-up tool, raw loop data tool, ICONN database, *etc.*).
All (see MN modifications below)	Integra (Cox, Blackfoot, 3 Rivers and tw telecom have adopted)	Wholesale	The Merged Company shall ensure that Wholesale and CLEC operations are sufficiently staffed and supported, relative to wholesale order volumes, by personnel, including IT personnel, adequately trained on the Qwest and CenturyLink systems and processes. With respect to the Wholesale and CLEC operations, such personnel shall be dedicated exclusively to wholesale operations so as to provide a level of service that is not materially less than that which was provided by Qwest prior to the Merger Closing Date and to

State	Party	Area	Condition
			ensure that CLEC protected information is not used by the Merged Company's retail operations or marketing purposes. The Merged Company will employ people who are dedicated to the task of meeting the needs of CLECs and other wholesale customers.
All (see MN modifications below)	Integra (Cox, Blackfoot, 3 Rivers and tw telecom have adopted)	Wholesale	2. In legacy Qwest ILEC service territory, after the Closing Date, the Merged Company will use and offer to wholesale customers the legacy Qwest Operational Support Systems (OSS) for at least two years, or until July 1, 2013, whichever is later, and thereafter provide a level of wholesale service quality that is not materially less than that provided by Qwest prior to the Closing date, including support, data, functionality, performance, electronic flow through, and electronic bonding. After the period noted above, the Merged Company will not replace or integrate Qwest systems without first establishing a detailed transition plan and complying with the following procedures: a. *Detailed Plan*. The Merged Company will provide notice to the Wireline Competition Bureau of the FCC, the state commission of any affected state and parties to this agreement at least 270 days before replacing or integrating Qwest OSS system(s). Upon request, the Merged Company will describe the system to be replaced or integrated, the surviving system, and steps to be taken to ensure data integrity is maintained. The Merged Company's plan will also identify planned contingency actions in the event that the Merged Company encounters any significant problems with the planned transition. The plan submitted by the Merged Company will be prepared by information technology professionals with substantial experience and knowledge regarding legacy CenturyLink and legacy Qwest systems processes and requirements. CLEC will have the opportunity to comment on the Merged Company's plan in a forum in which it is filed, if the regulatory body allows comments, as well as in the Qwest Change Management Process. b. *CMP*. The Merged Company will follow the procedures in the Qwest Change Management Process ("CMP") Document.[23]

[23] The Qwest CMP Document is available at http://www.qwest.com/wholesale/cmp/

State	Party	Area	Condition
			e. *Replacement or Retirement of a Qwest OSS Interface.* i. The replacement or retirement of a Qwest OSS Interface may not occur without sufficient acceptance of the replacement interface by CLECs to help assure that the replacement interface provides the level of wholesale service quality provided by Qwest prior to the Closing Date (as described in paragraph 12 above). Each party participating in testing will commit adequate resources to complete the acceptance testing within the applicable time period. The Parties will work together to develop acceptance criteria. Testing will continue until the acceptance criteria are met. Sufficient acceptance of a replacement for a Qwest OSS Interface will be determined by a majority vote, no vote to be unreasonably withheld, of the CMP participants (Qwest and CLECs) in testing, subject to any party invoking the CMP's Dispute Resolution process. The requirements of this paragraph will remain in place only until completion of merger-related OSS integration and migration activity. If a dispute arises as to whether such merger-related OSS integration and migration activity is complete, the state commission will determine the completion date. ii. The Merged Company will allow coordinated testing with CLECs, including a stable testing environment that mirrors production, jointly established test cases, and, when applicable, controlled production testing, unless otherwise agreed to by the Parties. Testing described in this paragraph associated with merger-related system replacement or integration will be allowed for the time periods in the CMP Document, or for 120 days, whichever is longer, unless otherwise mutually agreed to by the Parties. iii. The Merged Company will provide the wholesale carriers training and education on any wholesale OSS implemented by the Merged Company without charge to the wholesale carrier. f. *Billing Systems*. The Merged Company will not begin integration of Billing systems before the end of the minimum two year or July 1, 2013 period, whichever is longer, noted above, or without following the above procedures, unless the integration will not impact data, connectivity and system functions that support or affect CLECs and their customers. . i. Any changes by the Merged Company to the legacy Qwest non-retail OSS will

State	Party	Area	Condition
			meet all applicable ICA provisions related to billing and, to the extent not included in an ICA, will be Ordering and Billing Forum (OBF) compliant.
All (see MN modifications below)	Integra (Cox, Blackfoot, 3 Rivers and tw telecom have adopted)	Network	After the Closing Date, the Merged Company will engineer and maintain its network in compliance with federal and state law, as well as the terms of applicable interconnection agreements. c. The Merged Company shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to the local loop, as provided by 47 C.F.R. § 51.319(a)(8). d. The Merged Company will retire copper in compliance with federal and state law, as well as the terms of applicable interconnection agreements and as required by a change of law.
All (see MN modifications below)	Integra (Cox, Blackfoot, 3 Rivers and tw telecom have adopted)	Wholesale	No later than 30 days after the Closing Date, the Parties agree to amend its existing Qwest-CLEC interconnection agreements by executing the line conditioning amendment contained in Attachment A to this Agreement and by filing the amendment with the applicable state commissions. The terms of the amendment will be included in the ICAs between the Parties for the Extended Time Period contemplated in paragraph 3, unless required by a change in law. Notwithstanding anything to the contrary in this Agreement, the Parties agree to implement the rates, terms and conditions of the amendment upon execution and applicable commission approval of the amendment. The Parties agree to execute and file the amendment within 10 days of execution of this Agreement for Qwest-CLEC Minnesota ICAs and further agree to implement the terms of the amendment no later than January 15, 2011 in Minnesota. Upon execution of this Agreement, CLEC agrees that this amendment satisfies its concerns on line conditioning expressed in Minnesota Docket No. P-421/CI-09-1066 and that it will cease to participate on this issue in that docket. Nothing in this Agreement precludes Qwest and CLEC from filing the Amendment for commission approval in any other state before the Closing Date, if Qwest and CLEC mutually agree to do so
All (see MN modifications	Integra (Cox,	Wholesale	After fully executed, filed with and, where necessary, approved by a Commission, this Agreement will be made available to any requesting carrier. Additionally, if an order approving this transaction includes any

State	Party	Area	Condition
below)	Blackfoot, 3 Rivers and tw telecom have adopted)		condition not contained in this Agreement or includes provisions inconsistent with those contained in this Agreement, the Merged Company will make that condition or provision available to other carriers in that state upon request, to the extent applicable
Minnesota	Integra (as adopted by PAETEC Business Services, OrbitCom, TDS Metrocom, POPP.com, Velocity Telephone, Charter Fiberlink)	Wholesale	Joint CLECs have elected to opt-into the terms of the November 6, 2010 Integra Settlement.24 Joint CLECs agree that the terms set forth in the Integra Settlement, together with the following clarifications, modification or additional terms, resolves the issues raised by the Joint CLECs in Minnesota. To the extent there is an inconsistency between the terms of the Integra Settlement and the following, the following terms will control: Unless otherwise indicated below, the following terms apply throughout the Qwest ILEC 14- state territory:
Minnesota	Integra (as adopted by PAETEC Business Services, OrbitCom, TDS Metrocom, POPP.com, Velocity Telephone, Charter Fiberlink)	Wholesale	1. **OSS and 3rd Party Facilitator (paragraph 12 of Integra Settlement):** A. The first paragraph of paragraph 12 of the Integra Settlement is modified to read as follows: "In legacy Qwest ILEC service territory, after the Closing Date, the Merged Company will use and offer to wholesale customers the legacy Qwest Operational Support Systems (OSS) for at least thirty months and thereafter provide a level of wholesale service quality that is not less than that provided by Qwest prior to the Closing date, with functionally equivalent support, data, functionality, performance, electronic flow through, and electronic bonding. After the period noted above, the merged company will not replace or integrate Qwest systems without first establishing a detailed transition plan that at a minimum meets the standards articulated above and complying with the procedures as set forth in the Integra settlement."

State	Party	Area	Condition
			B. The first sentence of subsection d of paragraph 12 will be modified to read as follows: "The Merged Company will not begin integration of Billing systems before the end of the minimum thirty month period noted above, or without following the above procedures, unless the integration will not impact data, connectivity and system functions that support or affect CLECs and their customers." C. The following additions, clarifications, or modifications are made to the terms of paragraph 12 of the Integra Settlement: If the Joint Petitioners seek to replace the legacy Qwest OSS, Joint Petitioners will provide CLECs with three years of the most currently available, aggregate transaction volume data, on a monthly basis, for use in determining the appropriate volume thresholds for testing and recognizing trend lines. The transaction volume data shall include data from transactions submitted by individual CLECs and any authorized third parties submitting transactions on behalf of any CLEC. Testing of any successor OSS will include sufficient volumes to test at no less than 125% of the peak volumes of all CLEC transactions (including Qwest and CenturyLink affiliates), using the peak volumes that occurred during the most recent 12 month period identified through the aggregate transaction volume data. Acceptance testing will require a majority vote, no vote to be unreasonably withheld, of the CMP participants in testing, and must reflect two-thirds or more of the transaction volumes. Acceptance criteria, testing and voting of CMP participants will be conducted for each of the separate functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing capabilities. Functional equivalency requires the provision of functionally equivalent data flowing into the CLEC system sufficient to enable the CLEC to maintain its existing level of back office system automation. To the extent Joint Petitioners require information regarding a CLEC's back office systems to comply with this condition, a CLEC shall confidentially disclose such information to

State	Party	Area	Condition
			the Merged Entity during the CMP process upon request. CLECs acknowledge that changes in Qwest's OSS may require changes in a CLEC's back office systems to interface with any new or modified OSS to retain the automated functionality of its own back office systems. CLECs agree to not make changes to their back office systems that impede the ability of the Qwest OSS to provide functionally equivalent flow through. A 3rd party facilitator will be used to assist in the testing of any successor OSS with the cost of such facilitator to be borne by the Joint Petitioners. The Parties also agree to cap the cost of such facilitator services at no more than $1 million in the Qwest 14-state ILEC territory. Within the parameters of the terms of the Integra Settlement, the 3rd Party Facilitator would perform the following: (i) working within the existing Qwest CMP processes, assist the parties in identifying parameters and baseline metrics to ensure comparable functionality, flow through rates and ability to handle commercial volumes, including load testing; (ii) assist the parties in adhering to the time table for testing and the metrics for success; (iii) provide an "observe and report" function by having access to the OSS test results, with the authority to report the statistics to the Commission and each affected CLEC; and (iv) assist in trying to resolve issues and disputes that arise, prior to either party seeking dispute resolution. Both CenturyLink and participating CLECs will jointly prepare the RFP to retain the 3rd party facilitator's services and all parties agree to ensure that costs associated with the 3rd party facilitation are prudent and reasonable. The cap is not intended as a goal or an expectation regarding the cost of the 3rd party facilitation services. Neither party waives its right to seek changes to the cap nor waives its right to oppose any proposed change to the cap. The party seeking permission to change the cap would have the burden of demonstrating that such a change is sought in good faith and necessary to satisfy the responsibilities of the 3rd party facilitator under this agreement.
Minnesota	Integra (as adopted by PAETEC Business Services, OrbitCom, TDS Metrocom, POPP.com, Velocity		**2. <u>Single Point of Interconnection (Addition to Integra Settlement):</u>** If the Qwest ILEC network becomes interconnected with a CenturyLink ILEC network, at the CLEC's option, the Merged Company will allow carriers to interconnect at a single point of interconnection (SPOI) per LATA , including between ILEC affiliates that are interconnected within that LATA, provided that: 1) The type of interconnection is technically feasible, and

State	Party	Area	Condition
	Telephone, Charter Fiberlink)		2) There are existing facilities currently being used by the ILEC affiliates to originate and/or terminate Local Traffic (as that term is used in any applicable interconnection agreement) between the ILEC affiliates, and 3) The ILEC affiliates within that LATA are directly interconnected over the interconnection facilities, and The parties agree to amend their interconnection agreement(s) to allow for a SPOI consistent with this provision, and including state-specific terms, conditions and rates for interconnection services as ordered/approved by the applicable state commission. Upon mutual agreement, the parties shall agree to establish additional POIs in a LATA where economically and technically feasible.
Minnesota	Integra (as adopted by PAETEC Business Services, OrbitCom, TDS Metrocom, POPP.com, Velocity Telephone, Charter Fiberlink)	Wholesale	**3. <u>Non-Impairment/Forbearance (paragraph 8 of Integra Settlement)</u>:** Paragraph 8 of the Integra Settlement will be modified to read as follows: "Qwest will not seek to reclassify as "non-impaired" any Qwest wire centers for purposes of Section 251 of the Communications Act, nor will the Merged Company file any new petition under Section 10 of the Communications Act seeking forbearance from any Section 251 or 271 obligation or dominant carrier regulation in any Qwest wire center before June 1, 2013."
Minnesota	Integra (as adopted by PAETEC Business Services, OrbitCom, TDS Metrocom, POPP.com, Velocity Telephone, Charter Fiberlink)	Wholesale	**4. <u>ICA/Commercial Agreement Terms (paragraph 3 of Integra Settlement)</u>:** A. **ICA** -- To address the concerns Charter raises in Minnesota regarding Interconnection Agreement ("ICA") porting and transaction costs, within 45 days of Merger Closing, Qwest Corporation agrees to negotiate a new ICA with Charter in Oregon and Nebraska using the agreed upon language in the Minnesota ICA as the negotiating template, as modified for any necessary state specific rates and decisions. B. **QLSP Agreements** -- Qwest Corporation agrees to amend the existing QLSP agreements to (i) limit the increase in the port charge to $0.67 over the prior QLSP's agreement's monthly per line

State	Party	Area	Condition
			port charge in lieu of the $1.00 increase that would otherwise apply in MN only; (ii) include an additional discount level of 5% for 80% retention thresholds in MN only; (iii) freeze port charges set forth under the agreement for the existing term of the agreement (through December 31, 2013) notwithstanding any term in the agreement under which the port charge could be increased by $1 per year throughout the Qwest ILEC territory; and (iv) provide that CLECs purchasing the QLSP product under a commercial agreement throughout the Qwest ILEC territory are purchasing a platform service that includes tandem switching as well as end office switching and that the CLEC has the right to charge switched access to interexchange carriers for both elements to the extent that Qwest would have the right to charge for both elements. The Parties agree that the terms and conditions regarding the variable discount structure associated with CLEC growth and retention thresholds continue to apply. C. **Qwest Broadband Agreements** -- Joint Petitioners agree that Qwest Corporation will not exercise its right to provide notice of termination of the existing Qwest Broadband for Resale (QBR) agreements in MN prior to December 31, 2013 which will effectively extend the existing QBR agreements in MN through April 1, 2014, without any change in rates, terms and conditions. D. **Commercial Dark Fiber Agreements** -- Joint Petitioners agree that Qwest Corporation will not exercise its right to provide notice of termination of its existing Qwest Commercial Dark Fiber (CDF) Agreements in MN prior to December 31, 2012, which effectively extend the existing CDFs in MN through December 31, 2013, without any change in rates, terms and conditions.
Minnesota	Integra (as adopted by PAETEC Business Services, OrbitCom, TDS Metrocom, POPP.com, Velocity Telephone, Charter Fiberlink)	Wholesale	Nothing in this agreement shall prevent Joint CLECs from obtaining the benefit of any additional FCC conditions not addressed in this Agreement, whether they are based on voluntary commitments by the merging parties or conditions mandated by the FCC, however, the Joint CLECs will offer no advocacy before the FCC related to this Transaction.

CENTURYLINK/QWEST MERGER
SUMMARY SETTLEMENT CONDITIONS
AS OF 4/14/2011

State	Party	Area	Condition
Arizona, Colorado, Minnesota, Oregon, Washington	tw telecom	Wholesale	In consideration of the Agreement outlined herein, tw telecom agrees that its objections, issues and proposed conditions related to the Transaction are resolved. Tw telecom agrees it will offer no advocacy (directly or indirectly) contrary to this Agreement or otherwise participate in the regulatory review of the Transaction to advance objections, issues or proposed conditions related to the Transaction or potential consequences of the Transaction. For avoidance of doubt, it is understood and acknowledged that either Party may continue to participate in pending and future FCC proceedings regarding, among other issues, special access pricing and performance quality, and Ethernet pricing and service quality, except that, in doing so, tw telecom will not address the Transaction or potential consequences of the Transaction. To the extent permitted, tw telecom further agrees that it will withdraw its intervention, testimony, briefs, and other advocacy in opposition to the Transaction before the state public utility commissions and the FCC.
Arizona, Colorado, Minnesota, Oregon, Washington	tw telecom	Wholesale	Tw telecom has elected to opt-into the terms of the November 6, 2010 Integra Settlement. Tw telecom agrees that the terms of the Integra Settlement, together with the following clarifications, modifications or additional commitments, satisfactorily resolve the issues of tw telecom. To the extent there is an inconsistency between the terms of the Integra Settlement and the following, the following terms will control: 1) In the legacy Qwest ILEC service territory, the Merged Company shall continue to provide to tw telecom at least the reports of wholesale performance metrics that legacy Qwest made available, or was required to make available, to tw telecom as of the Merger Closing Date for a period of no less than two years. 2) In the legacy Qwest ILEC service territory, the Merged Company shall continue to provide to tw telecom, under the same terms, the quality of service performance comparable to that which Qwest provided to tw telecom for special access and long haul services as of the Merger Closing Date for a period of no less than two years from the Merger Closing Date. 3) In the legacy Qwest ILEC service territory, the Merged Company shall continue to participate in special access service and long haul performance review meetings with tw telecom at the same frequency level as provided as of the Merger Closing Date for a period of no less than two years from the Merger Closing Date. 4) In the legacy Qwest ILEC service territory, the Merged Company shall extend the Qwest Regional Commitment Plan (RCP) currently opted into by tw telecom through the Merger Closing

State	Party	Area	Condition
			Date, including its currently effective term, volume, and rate stability commitments, and for another twelve months beyond the expiration of the then existing term or May 31, 2013, whichever is later, unless tw telecom indicates it opts out of this extension.3 5) The Merged Company shall continue to provide IP peering consistent with the terms and obligations of the Bi-lateral Peering Agreement as of the Merger Closing Date for a period of twenty-four months from the Merger Closing Date, provided that tw telecom meets all the requirements outlined in the Agreement and otherwise complies with the traffic ratios outlined in Qwest's peering policy found at http://www.qwest.com/legal/peering_na.html as published on the date of this Agreement. Qwest agrees not to change the peering policy published on its website after execution of this Agreement and prior to the Merger Closing Date. In addition, the Merged Company and tw telecom shall jointly work on capacity upgrades at no greater than 80% utilization per circuit or logical circuit bundle to be completed prior to 90% utilization to ensure customer traffic and performance is not adversely impacted. 6) The Merged Company shall continue to offer an Annual Incentive Plan (AIP) program to tw telecom through December 31, 2013. The AIP for 2012 and the AIP for 2013 shall be offered under the same basic terms and conditions in effect as of the Merger Closing Date, subject to the renegotiation of the base revenue, credit tiers, and discounts annually.
Arizona, Colorado, Minnesota, Oregon, Washington	tw telecom	Wholesale	Additionally, nothing in this Agreement shall prevent tw telecom from obtaining the benefit of any inconsistent or additional FCC, or state commission condition imposed in that state, whether they are based on voluntary commitments by the merging parties or conditions mandated by the FCC or state commission, or otherwise. Moreover, both Parties acknowledge and agree that there is nothing in the Integra Settlement or the specific terms of this Agreement that limits either Party's right to enforce the provisions of this Agreement in an appropriate forum of competent jurisdiction, which may include a state commission, FCC, state or federal court, as appropriate and consistent with its jurisdiction. In the event that either Party reasonably believes in good faith that the other Party has materially breached the provisions of this Agreement, the Party must provide written notice specifying the breach and providing a 30-day period to cure, during which time any applicable limitations period shall be tolled. If not cured, the non-breaching Party may initiate an appropriate action before a court of competent jurisdiction, the state commission or FCC, to the extent the court, FCC or state commission finds it consistent with its jurisdiction. Such remedy

State	Party	Area	Condition
			is not exclusive. In addition, neither Party waives its right to oppose such a request, claim, or action.
All	CWA	Employees	CenturyLink and Qwest (collectively "NewCo"), intends to grow and increase employment over the long term, but in any event, plans on continuing to employ the appropriate level of resources, including workforce, employee benefits, network and investment, necessary to achieve the continuation of quality service to the existing and prospective CenturyLink and Qwest customers while remaining competitive. We understand the difficult economy in which we are working. The Parties recognize that reductions in force may be required at some time in the future. If such reductions occur, the companies agree, for a period of 30 months from the date of the closing of the merger, that the percentage of the total workforce of NewCo composed of union-represented employees, will not decrease by any more than one percentage point (1%) from its percentage of the total workforce as of the closing of the CenturyLink and Qwest merger (excluding individual voluntary separations or terminations for cause, if any, but including program separations such as EIPP, VTP or VSPP). The estimated percentage at the current time is 44.2%. The closing percentage will be calculated as soon after closing of the CenturyLink/Qwest merger as practicable. Likewise, during those thirty months, the percentage of workers represented by each union will not decrease by more than one-half percent (0.5%) from its then current percentage of the total workforce at merger close. Both benchmark figures – the one percentage point (1%) variation for overall bargaining units and the one-half percentage point (0.5%) variation for each union – are subject to calculation as of the merger closing date. Moreover, if workforce reductions are required, NewCo, in its discretion, will make available outplacement support for bargaining unit employees under the outplacement program adopted or currently offered by the company (e.g. PATHWAYS for Qwest employees). The handling of workforce reductions, the provision of alternative employment opportunities for laid off employees, and other similar or related issues will be among the subjects of conversations at the National Cooperative Resource Council, described in Section 4 below. The Parties believe that NewCo must operate at the highest level of affordable technological knowledge (embodied in equipment, organization or methods of operation). Technological change, however, can be disruptive both to the workforce and management. To mitigate any potential negative effects of

State	Party	Area	Condition
			technological change, union leaders and management will engage in periodic discussions (at least semi-annually) towards the goal of jointly addressing the impact of these emerging and evolving technological changes to the benefit of employees, customers, and shareholders, and shall include attempts to drive new technologies into existing and future bargaining units. In the belief that the adoption of appropriate technologies benefits NewCo and its stakeholders in both the short and long terms, both unions and management will encourage employees to engage in retaining opportunities made available by the company to assist NewCo in maintaining an industry-leading workforce. In order to assist in understanding the effects of the technological changes, when feasible, management will work with the unions proactively in trials of new technologies. When the new technologies may have negative employment consequences on bargaining unit employees, such discussion will focus on considering the offering of alternative employment opportunities. NewCo recognizes that the completion of the merger will not have any impact on existing collective bargaining agreements. Each of NewCo's operating subsidiaries, including those acquired through the merger, will continue as the employer of its represented employees, and will continue to honor all existing collective bargaining agreements to which the subsidiary is currently a party. Each operating subsidiary will also continue to recognize the relevant IBEW and/or CWA locals that represent its employees as the exclusive bargaining representative of those employees.
All	CWA	Employees	NewCo shall commit, for the period of time between the date of merger close and May 15, 2012, not to close any Qwest call center comprised of union represented employees. (The applicable Qwest call centers have been identified in Addendum "B" attached to this Agreement. "Qwest call center employees" shall be any union-represented employee whose primary work assignment is within any of these centers.) NewCo shall also provide, in addition to current contractual requirements, thirty (30) days advance notice to the Union of a closure of any union-represented call center that may be announced prior to October 6, 2012. (The applicable union-represented call centers have been identified in Addendums "B" and "C" attached to this Agreement. Union-represented call center employees shall mean any union-represented employee whose primary work assignment is located within any of these centers.) The parties agree that any advance notice to the union of NewCo's plans to close a union-represented call center shall remain confidential between the Parties until NewCo formally announces such call center closures.

State	Party	Area	Condition
			During the period between the date of merger close and October 6, 2012, NewCo agrees to enhance certain severance and other benefits available to Union-represented call center employees, subject to the following: a. Separation payments for impacted employees and their respective agreements: voluntary and involuntary separation payment schedules shall be increase by twenty percent (20%) for eligible employees who separate under these provisions. b. Sic (6) additional months of company-subsidized COBRA benefits coverage under NewCo's health care, dental and vision plans, or successor plan, shall be available at the active employee rate to union-represented employees in the Qwest call centers who have ate least one year or more of Term of Employment (TOE). Eligible employees may elect to continue COBRA coverage for the remaining portion of the eighteen (18) months that exceeds the Company subsidized period, based on TOE, by paying the full monthly premium. c. Eligible employees, who qualify for reimbursement of relocation expenses, pursuant to the provisions of the impacted employee's collective bargaining agreement, shall have their relocation allowances or payments increased by twenty percent (20%). d. Recall Rights shall be extended to eligible employees who voluntarily or involuntarily separate under force adjustment or force reduction provisions, subject to the provisions of the applicable collective bargaining agreement and employees' eligibility for rehire. In the absence of a Recall Rights provision in the applicable collective bargaining agreement, the Parties will default to the terms contained within the Qwest collective bargaining agreements between CWA and IBEW expiring on October 6, 2012. e. Impacted employees who participate under force adjustment and force reduction provisions shall be offered: (i) "follow the work" opportunity to the receiving location, if an opening exists; and (ii) priority placement for lateral and lower rated positions available throughout the bargaining units of any NewCo subsidiary, subject to minimum or basic job qualification requirements, unless the collective bargaining unit prohibits or restricts such consideration for placement into the vacant position.
All	CWA	Employees	The Parties' various collective bargaining agreements often establish provisions that allow employees to

State	Party	Area	Condition
			transfer or apply for other open union-represented positions within the bargaining unit. With the merger of CenturyLink and Qwest, the Parties recognize that union-represented employees may want to transfer or apply for open positions between and across bargaining units. While nothing in this paragraph adds, changes, modifies, eliminates, or discontinues the provisions of any individual collective bargaining agreement with regard to employee transfers, the Parties agree to engage in efforts to negotiate a mutually agreeable National Employee Transfer Plan within seventy-five (75) days following execution of this Letter of Agreement. If mutual agreement on a national transfer plan is not reached within seventy-five (75) days, escalation of the matter shall be directed to the Executive Vice President – CWA; Telecommunications Director – IBEW; Senior Vice President – Public Policy and Government Affairs (Qwest) and Senior Vice President – HR (CenturyLink) for good faith efforts at resolution. In the event the Parties cannot reach agreement within thirty (30) days following escalation of the matter, any party may unilaterally elect to discontinue negotiating by providing notice to the other parties. Such negotiations shall not be subject to arbitration. In the spirit of reaching agreement on a National Employee Transfer Plan (the "Plan"), the Parties agree to the following principles and framework: a. The Plan should facilitate movement between and across bargaining units that are covered by different collective bargaining agreements with the goal of preserving employees' benefits earned while under the collective bargaining agreement in effect immediately prior to the transfer to another bargaining unit and collective bargaining agreement. b.The Plan is for use on a voluntary basis and for situations of force adjustment or force reduction. c. The Plan will not add, change, modify, eliminate or discontinue the terms and conditions of the collective bargaining agreement that covers the open position for transferees within the bargaining unit, and does not alter or expand the candidate selection criteria and process used by NewCo for placements within or into the bargaining unit. d.The Parties shall explore the impact of pension portability and seniority for transfers between and across bargaining units for such things as scheduling, vacation/paid time off, force adjustment, and force reduction. The Parties' existing collective bargaining agreements shall govern the recognition of seniority for transfers between and across bargaining units and the application

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			of seniority, unless otherwise agreed to by the parties who are signatory to any particular bargaining agreement.
All	CWA	Employees	Contingent upon the close of the merger, CenturyLink shall commit, until January 1, 2015, that the currently established national and regional Cooperative Resource Councils (the "CRC") shall be expanded to include issues of common concern with the merger of Qwest and its integration. This Council, which has no authority to add, change, modify, eliminate or discontinue any provision of the Parties' various collective bargaining agreements, will be extended until January 1, 2015, unless otherwise extended further, in writing, with mutual agreement by the Parties. The national CRC shall work in concert with any established council, committee or process that currently exists under Qwest's Collective Bargaining Agreements.
All	CWA	Investment	The Parties agree that they share a common interest in the continued investment in technology that establishes the infrastructure for new products and services, improves service quality, and/or achieves operational efficiencies for CenturyLink. As part of the capital investment program, deployment and expansion of broadband facilities, especially in the unserved and under-served areas, to provide access to high speed Internet service is also essential for economic growth, job creation and global competitiveness. To support this common goal, the Parties agree that CWA and IBEW will affirmatively and timely support grant applications by NewCo or its subsidiaries for federal stimulus or similar funds including Qwest's pending grant application for Federal stimulus funds with RUS, as part of the joint effort to expand investment in broadband facilities. The parties also agree to work together to promote legislative and regulatory changes that support increased investment in broadband facilities, including in the FCC's inquiry into the regulatory classification of broadband services, its proceedings to implement the National Broadband Plan, and FCC and Congressional proceedings to reform universal service funding. The Parties further agree that an aggressive program of capital investment is required if expanded opportunities are to be realized. Such investment must take advantage of the various capabilities and technologies available to CenturyLink, and careful consideration must be given on where and how such investments are made that promise attractive revenue growth, expected margins, and the return on investment.

State	Party	Area	Condition
			Clearly, higher capital expenditures will attract businesses, as well as foster economic and individual development. To realize these opportunities, CenturyLink expects to continue to invest in its future and make capital expenditures sufficient to maintain its position as an industry leader and drive additional revenues into CenturyLink. While CenturyLink cannot make specific commitments in these areas or on the number of union-represented jobs that will be maintained or created by such investments, the Parties agree that CWA and IBEW will work with CenturyLink to further our mutual interests in growing profitable businesses, expand network and infrastructure investment, and provide employment opportunities where it can do so quickly, efficiently, and cost effectively.
All	CWA	Contractors	The parties recognize that utilization of contractors is unique to each bargaining unit and its respective collective bargaining agreement and, accordingly, agree that each operating subsidiary will continue to abide by any and all commitments relating to contractors that are found in existing collective bargaining agreements. Furthermore, the overall question of contractor utilization will be among the subjects for discussion at the National Cooperative Council referred to in Section 4 above. In addition, the unions may provide CenturyLink lists of construction contractors whose employees are unionized. CenturyLink will allow such contractors to participate in the ordinary contractor certification process and, if qualified, in the bidding process on a non-discriminatory basis.
All	CWA	Employees	The merger between CenturyLink and Qwest will increase the number of bargaining units and various collective bargaining agreements between the Parties. While any changes to the Parties' collective bargaining agreements are subject to negotiation by and between each subsidiary and the relevant union or local, NewCo recognizes the Unions' desires to combine or merger bargaining units, and as a result to have fewer collective bargaining agreements. The Parties agree that such discussions may be appropriate prior the merger close, as well as post-merger close when NewCo fully integrates Qwest into its operation, and executes on its market, business and operational strategies. Therefore, the Parties agree to exploratory discussions about the possibility of combining or merging select bargaining units or collective bargaining agreements. Each Party shall give a good faith consideration to the exploration of these issues, but only such changes as are mutually agreed upon during such discussions shall take effect.
All	CWA	Benefits	The parties are mutually committed to finding cost-effective means to provide quality health care options to all of the Company's represented employees. All collective bargaining over health care related issues, as well as all other collective bargaining, shall continue to take place between each operating subsidiary

State	Party	Area	Condition
			and the relevant union entity (local or international) that represents employees of the subsidiary. NewCo, IBEW, and CWA, however, hereby mutually agree to continue their participation in the National Health Care Advisory Committee ("NHCAC"), through which they will discuss health care related issues at a national level, and attempt to find creative solutions which may be adopted in agreements bargained at the local level. Such discussions shall not constitute or be construed as collective bargaining. The NHCAC will meet on a regular basis, to be determined by mutual agreement, and will conduct its activities in a way consistent with the normal health care purchasing cycle. Upon request with reasonable notice, and subject to the requirement that they sign appropriate non-disclosure agreements, members of the NHCAC will be given appropriate and relevant data and other information as is mutually agreed will be beneficial in furthering the discussions between the parties.
All	CWA	Employees	The Parties agree that union organizing activities are subject to the National Labor Relations Act and where collective bargaining agreement provisions address these activities, each operating subsidiary will continue to abide by any and all commitments relating to union organizing activities that are found in existing collective bargaining agreements. Additionally, during any union organization campaign, the Parties also agree that any distributed information, (whether orally or in writing) by either party will contain accurate information and that neither party will intentionally make false statements or misrepresentations about the other. Neutrality during any union organizing campaign has prompted much discussion between the Parties and nothing contained in this Agreement adds, modifies, changes, discontinues or eliminates existing collective bargaining agreements with regard to neutrality. While any changes to the Parties' collective bargaining agreements are subject to negotiation by and between each operating subsidiary and the relevant union or local, the Parties agree to give good faith consideration to exploratory discussions about neutrality in future collective bargaining negotiations. Any dispute under the terms of this Paragraph 9 or escalation of any issue related to the commitments of the Parties contained in this paragraph shall be directed to the Executive Vice President – CWA; Telecommunications Director – IBEW; Senior Vice President – Public Policy and Government Affairs (Qwest) and the Senior Vice President – HR (CenturyLink) for good faith efforts at resolution. In the event

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			the Parties cannot reach resolution of the issue within seven (7) days following escalation of the matter, the issue shall be submitted to a neutral third party. The guidelines for selection of the neutral third party shall be mutually agreed to by the Parties. The Parties agree that submissions to a neutral third party does not waive any Party's right to pursue any and all available remedies by giving notice to the other Party.

CERTIFICATE OF SERVICE

UM 1484

I hereby certify that on the 28th day of April, 2011, I served the foregoing CENTURYLINK'S LETTER TO THE OREGON PUBLIC UTILITY COMMISSION REGARDING RETAIL CONDITION 54, in the above entitled docket on the following persons via e-mail, and via U.S. Mail by mailing a correct copy to them in a sealed envelope, with postage prepaid, addressed to them at their regular office address shown below, and deposited in the U.S. Post Office at Portland, Oregon.

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DATED this 28th day of April, 2011.

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(w) denotes waiver of paper service
* denotes signed Protective Order No. 10-192
** denotes signed Protective Order Nos. 10-192 and 10-291