

**COMPARISON OF CLEC-PROPOSED CONDITIONS TO
SIMILAR CONDITIONS ADOPTED IN PRIOR MERGER PROCEEDINGS**

No.	Conditions	Where Similar Condition Has Been Previously Adopted
1	Any wholesale service offered to competitive carriers at any time between the Merger Filing Date up to and including the Closing Date will be made available and will not be discontinued for at least the Defined Time Period, except as approved by the Commission.	<ul style="list-style-type: none"> • FCC Verizon/Frontier Merger¹ • Oregon Verizon/Frontier Merger²
2	The Merged Company will not recover, or seek to recover, through wholesale service rates or other fees paid by CLECs, and will hold wholesale customers harmless for, one-time transfer, branding, or any other transaction-related costs. For purposes of this condition, “transaction-related costs” shall be construed broadly and, for example, shall not be limited in time to costs incurred only through the Closing Date.	<ul style="list-style-type: none"> • FCC Verizon/Frontier Merger³ • Oregon CenturyTel/Embarq Merger⁴ • Oregon Verizon/Frontier Merger⁵ • Illinois Verizon/Frontier Merger⁶
3	The Merged Company will not recover, or seek to recover, through wholesale service rates or other fees paid by CLECs, and will hold wholesale customers harmless for, any increases in overall management costs that result from the transaction, including those incurred by the Operating Companies.	<ul style="list-style-type: none"> • FCC Verizon/Frontier Merger⁷ • Oregon CenturyTel/Embarq Merger⁸ • Oregon Verizon/Frontier Merger⁹ • Illinois Verizon/Frontier Merger¹⁰
4	In the legacy Qwest ILEC territory, the Merged Company shall comply with all wholesale performance requirements and associated remedy or	<ul style="list-style-type: none"> • FCC Verizon/Frontier Merger¹¹

¹ *In the Matter of Applications Filed by Frontier Communications Corp. and Verizon Communications Inc. for Assignment of Transfer of Control*, Memorandum Opinion and Order, WC Docket No. 09-95; FCC 10-87, May 21, 2010 (“FCC Verizon/Frontier Merger”), Appendix C, p. 35, Condition 16 (one year).

² *In the Matter of Verizon Communications Inc. and Frontier Communications Corp. Joint Application for an Order Declining to Assert Jurisdiction, or, in the alternative, to Approve the Indirect Transfer of Control of Verizon Northwest Inc.*, Order Granting Joint Application with Conditions, UM 1431, Order No. 10-067, February 24, 2010 (“Oregon Verizon/Frontier Merger”), Appendix A, p. 10, Condition 36 (one year).

³ FCC Verizon/Frontier Merger, Appendix C, p. 35, Condition 17.

⁴ *In the Matter of Embarq Corp. and CenturyTel, Inc. Joint Application for Approval of Merger between the two companies and their regulated subsidiaries*, Order Granting Joint Application with Conditions, UM 1416, Order No. 09-169, May 22, 2009 (“Oregon CenturyTel/Embarq Merger”), Appendix B, p. 2, Condition 4(g).

⁵ Oregon Verizon/Frontier Merger, Appendix A, p. 2, Condition 9..

⁶ *Frontier Communications Corp., Verizon North, Inc. et al. Joint Application for the approval of a Reorganization pursuant to Section 7-204 of the Public Utilities Act*, Order, Docket No. 09-0268, April 21, 2010 (“Illinois Verizon/Frontier Merger”), Conditions Appendix, p. 9, Condition 9.

⁷ FCC Verizon/Frontier Merger, Appendix C, p. 35, Condition 17.

⁸ Oregon CenturyTel/Embarq Merger, Appendix B, p. 3, Condition 4(o).

⁹ Oregon Verizon/Frontier Merger, Appendix A, p. 10, Condition 10.

¹⁰ Illinois Verizon/Frontier Merger, Conditions Appendix, p. 9, Condition 9.

¹¹ Verizon/Frontier Merger, Appendix C, p. 35, Condition 23 (substantially the same as the first two sentences).

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	<p>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 Filing Date. 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 Filing Date. 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, if the remedies described in this condition do not result in the required wholesale service quality performance or if the Merged Company violates the merger conditions.</p> <p>a. No Qwest Performance Indicator Definition (PID) or Performance Assurance Plan (PAP) that is offered, or provided via contract or Commission approved plan, as of the Merger Filing Date (“Current PAP”) will be reduced, eliminated, or withdrawn for at least five years after the Closing Date and will be available to all requesting CLECs until the Merged Company obtains approval from the applicable state commission, after the minimum 5-year period, to reduce, eliminate, or withdraw it. For at least the Defined Time Period, in the legacy Qwest ILEC territory, the Merged Company shall meet or exceed the average wholesale performance provided by Qwest to each CLEC for one year prior to the Merger Filing Date for each PID, product, and disaggregation. If the Merged Company fails to provide wholesale performance as described in the preceding sentence, the Merged Company will also make remedy payments to each affected CLEC in an amount as would be calculated using the methodology (<i>e.g.</i>, modified Z test, critical Z values, and escalation payments) in the Current PAP, for each missed occurrence when comparing performance post- and pre- Closing Date (“Additional PAP”).</p> <p>b. In the legacy Qwest ILEC territory, for at least the Defined Time Period, the Merged Company will meet or exceed the average monthly performance provided by Qwest to each CLEC for one year prior to the Merger Filing Date for each metric contained in the CLEC-specific monthly special access performance reports that Qwest provides, or was required to provide, to CLECs as of the Merger Filing Date. For each month that the Merged Company fails to meet Qwest’s average monthly performance for any of these metrics, the Merged Company will make remedy payments (calculated on a basis to be determined by the state commission or FCC) on a per-month, per-metric basis to each affected CLEC.</p>	<ul style="list-style-type: none"> • FCC CenturyTel/Embarq Merger¹²

¹² FCC CenturyTel/Embarq Merger, Appendix C, p. 27 (requiring the merged company to maintain wholesale service levels and continue to provide service performance reports (to CLECs and the regulator agency) for two years after closing date).

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No.	Conditions	Where Similar Condition Has Been Previously Adopted
5	<p>For at least the Defined Time Period, in the legacy CenturyLink ILEC 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 CenturyLink as of the Merger Filing Date. The Merged Company shall continue to provide to CLECs at least the reports of wholesale performance metrics that legacy CenturyLink made available, or was required to make available, to CLECs as of the Merger Filing Date. 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, if the remedies described in this condition do not result in the required wholesale service quality performance or if the Merged Company violates the merger conditions.</p> <p>a. The Merged Company shall provide to CLECs the reports of wholesale special access performance metrics that Qwest provides, or was required to provide, to CLECs as of the Merger Filing Date. The Merged Company shall also provide these reports to the Commission staff, when requested. Beginning 12 months after the Closing Date, the requirements set forth in condition 4(b) shall apply to the Merged Company in the legacy CenturyLink ILEC territory, thereby requiring the Merged Company’s average monthly performance in providing special access services in the legacy CenturyLink ILEC territory to meet or exceed the Merged Company’s average monthly performance for each CLEC in the legacy Qwest ILEC territory for one year prior to the Merger Filing Date.</p>	<ul style="list-style-type: none"> • FCC Verizon/Frontier Merger¹³ • FCC CenturyTel/Embarq Merger¹⁴ • FCC AT&T/SBC Merger¹⁵
6	<p>As of the Closing Date, the Merged Company will assume or take assignment of all obligations under Qwest’s interconnection agreements, interstate tariffs (including the Annual Incentive contract tariff), and intrastate tariffs, Commercial agreements, and other existing arrangements with wholesale customers (“Assumed Agreements”). The Merged Company will assume or take assignment of all obligations under Qwest alternative form of regulation plans. The Merged Company shall not require wholesale customers to execute any documents(s) to effectuate the Merged Company’s assumption or taking assignment of these obligations.</p>	<ul style="list-style-type: none"> • Illinois Verizon/Frontier Merger¹⁶ • Oregon Verizon/Frontier Merger¹⁷ • Subpart (b) has been developed to offset harm resulting from this particular transaction.

¹³ FCC Verizon/Frontier Merger, Appendix C, p. 35, Condition 23.

¹⁴ *In the Matter of Applications Filed for the Transfer of Control of Embarq Corporation to CenturyTel, Inc.*, Memorandum Opinion and Order, WC Docket No. 08-239; FCC 09-54, June 25, 2009 (“FCC CenturyTel/Embarq Merger”), Appendix C, pp. 27-28 (requiring the merged company to maintain wholesale service levels and continue to provide service performance reports (to CLECs and the regulator agency) for two years after closing date).

¹⁵ *In the Matter of SBC Communications, Inc. and AT&T Corp. Applications for Approval of Transfer of Control*, Memorandum Opinion and Order, WC Docket No. 05-65; FCC 05-183, November 17, 2005 (“FCC AT&T/SBC Merger”), p. 123 (requiring implementation of special access quality measurement plan and associated reporting).

¹⁶ Illinois Verizon/Frontier Merger, Conditions Appendix, p. 5, Condition 5-1 (30 months from closing instead of at least 36 months from the merger announcement date).

¹⁷ Oregon Verizon/Frontier Merger, Appendix A, p. 9, Conditions 32 and 33 (24 months from closing date instead of at least 36 months from the merger announcement date).

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	<p>a. The Merged Company shall make available to requesting carriers and shall not terminate or change the rates, terms or conditions of any Assumed Agreements during the unexpired term of any Assumed Agreement or for at least the Defined Time Period, whichever occurs later, unless requested by the non-ILEC party, or required by a change of law.</p> <p>b. In the legacy CenturyLink ILEC territory, the Merged Company will offer Commercial agreements (including those offered pursuant to condition 7), at prices no higher, and for time periods no shorter, than those offered in the legacy Qwest ILEC territory.</p>	
7	<p>Rates charged by legacy CenturyLink and rates charged by legacy Qwest (including those described in condition 6) for tandem transit service, any interstate special access tariffed or non-tariffed and Commercial offerings, any intrastate wholesale tariffed offering, and any service for which prices are set pursuant to Sections 252(c)(2) and Section 252(d) of the Communications Act shall not be increased for at least the Defined Time Period. The Merged Company will not create any new rate elements or charges for distinct facilities or functionalities that are already provided under rates as of the Closing Date.</p> <p>a. The Merged Company shall continue to offer any term and volume discount plans offered as of the Merger Announcement Date, for at least the Defined Time Period, without any changes to the rates, terms, or conditions of such plans. The Merged Company will honor any existing contracts for services on an individualized term pricing plan arrangement for the duration of the contracted term.</p> <p>b. In the legacy CenturyLink territory, the Merged Company will comply with its statutory obligations pursuant to Section 251(c), and will provide tandem transit services to CLECs in interconnection agreements established pursuant to Sections 251 and 252, at rates no greater than any cost-based rate approved by the state commission for the Qwest ILEC territories, or current tandem transit rate, whichever is lower.</p>	<ul style="list-style-type: none"> • Oregon Verizon/Frontier Merger¹⁸ • Illinois Verizon/Frontier Merger¹⁹ • FCC Verizon/MCI Merger²⁰ FCC AT&T/BellSouth Merger²¹

¹⁸ Oregon Verizon/Frontier Merger, Appendix A, p. 9, Condition 32 (24 months instead of 36 months) and p. 9 Condition 34 (requires the merged company to continue to provide transit service subject to same rates, terms and conditions as provided pre-merger).

¹⁹ Illinois Verizon/Frontier Merger, Conditions Appendix, p. 5, Condition 5-3 (30 month instead of 36 months).

²⁰ *In the Matter of Verizon Communications Inc. and MCI, Inc. Applications for Approval of Transfer of Control*, Memorandum Opinion and Order, WC Docket No. 05-75; FCC 05-184, November 17, 2005 (“FCC Verizon/MCI Merger”), Appendix G, p. 128, UNEs condition 1 (two years instead of three years).

²¹ FCC AT&T/BellSouth Merger, Appendix F, p. 153 (rate cap on transit rates for 42 months instead of 36 months).

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No.	Conditions	Where Similar Condition Has Been Previously Adopted
8	The Merged Company will allow requesting carriers to extend existing interconnection agreements, whether or not the initial or current term has expired or is in “evergreen” status, for at least the Defined Time Period or the date of expiration in the agreement, whichever is later.	<ul style="list-style-type: none"> • FCC AT&T/BellSouth Merger²² • Illinois Verizon/Frontier Merger²³ • Oregon Verizon/Frontier Merger²⁴
9	The Merged Company shall allow a requesting competitive carrier to use its pre-existing interconnection agreement, including agreements entered into with Qwest, as the basis for negotiating a new replacement interconnection agreement. If Qwest and a requesting competitive carrier are in negotiations for a replacement interconnection agreement before the Closing Date, the Merged Company will allow the requesting 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.	<ul style="list-style-type: none"> • FCC AT&T/BellSouth Merger²⁵ • The conditions regarding ongoing negotiations have been developed to offset harm resulting from this particular transaction.
10	In the legacy CenturyLink ILEC territory, the Merged Company will permit a requesting carrier to opt into any interconnection agreement to which Qwest is a party in the same state, including agreements in evergreen status. If there is no Qwest ILEC in a state, the Merged Company will permit a requesting carrier to opt into any interconnection agreement to which Qwest is a party in any state in which Qwest is an ILEC. Agreements subject to the opt-in rights described in this condition will apply in full, without modification and subject to the other conditions set forth herein. To the extent that the Merged Company seeks to modify agreements subject to the opt-in rights described in this condition, the Merged Company will permit the opt-in and the agreement shall become effective, subject to the Merged Company’s right to subsequently seek from the applicable state commission an order modifying the agreement. The state commission may require modification of the agreement to the extent that the commission determines that the Merged Company has established that (1) it is not Technically Feasible for the Merged Company to comply with one or more provisions of the agreement or (2) the price(s) set forth in the agreement are inconsistent with TELRIC-based prices in the state in question. More consistency in interconnection agreement offerings will provide more consistency for wholesale customers dealing with CenturyLink in multiple states, and will enable the industry to rely on interconnection agreement terms from the pre-closing entity that both has been through Section 271 approval proceedings and has the greater volume	<ul style="list-style-type: none"> • FCC AT&T/BellSouth Merger²⁷

²² *In the Matter of AT&T Inc. and BellSouth Corp. Application for Transfer of Control*, Memorandum Opinion and Order, WC Docket No. 06-74; FCC 06-189, March 26, 2007 (“FCC AT&T/BellSouth Merger”), Appendix F, p. 150 (“up to three years” instead of “at least three years.”)

²³ Illinois Verizon/Frontier Merger, Conditions Appendix, p. 5, Condition 5-2 (for at least 30 months instead of at least 36 months).

²⁴ Oregon Verizon/Frontier Merger, Appendix A, p. 9, Condition 32 (for at least 30 months instead of at least 36 months).

²⁵ FCC AT&T/BellSouth Merger Order, Appendix F, p. 149 (substantially the same as the first sentence)

²⁷ FCC AT&T/BellSouth Merger Order, Appendix F, p. 149.

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	<p>of CLEC wholesale business.</p> <p>a. “CenturyLink ILEC territory,” as used in this condition, excludes any CenturyLink ILEC for which a state commission has granted CenturyLink a rural exemption pursuant to Section 251(f) of the Federal Communications Act of 1934, as amended, 47 U.S.C. § 151 et seq. (the Communications Act”) before the Merger Filing Date.</p> <p>b. Nothing in this condition precludes a regulatory body from determining that any operating company of the Merged Company, which as of the Merger Closing Date operates under a Section 251(f) exemption or a 251(f)(2) suspension or modification, must cease to do so. In the event that such a ruling is made, this condition would then apply to the applicable operating company as well.²⁶</p>	
11	<p>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 Merger Filing Date.</p>	<ul style="list-style-type: none"> • Oregon Verizon/Frontier Merger²⁸
12	<p>The Merged Company will not seek to avoid any of the obligations of CenturyLink under the Assumed Agreements on the grounds that CenturyLink is not an incumbent local exchange carrier (“ILEC”) under the Communications Act. The Merged Company will waive its right to seek the exemption for rural telephone companies under Section 251(f)(1) and its right to seek suspensions and modifications for rural carriers under Section 251(f)(2) of the Communications Act.</p>	<ul style="list-style-type: none"> • Oregon Verizon/Frontier Merger²⁹ • FCC Verizon/Frontier Merger³⁰
13	<p>In the legacy Qwest ILEC territory, the Merged Company 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 but not limited to the “competitive checklist” set forth in Section 271(c)(2)(B) and the obligation to ensure there is no backsliding, and the nondiscrimination requirements of Section 272(e) of the Communications Act.</p>	<ul style="list-style-type: none"> • This condition has been developed to offset harm resulting from this particular transaction.
14	<p>For at least the Defined Time Period, the Merged Company will not seek to reclassify as “non-impaired” any 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 wire center.</p>	<ul style="list-style-type: none"> • FCC AT&T/BellSouth Merger³¹ • Oregon Verizon/Frontier Merger³²

²⁶ Charter Fiberlink further proposes as a condition of approval of this transaction that any operating company affiliates of CenturyLink or Qwest that currently operate under a Section 251(f) exemption or waiver relinquish and surrender such legal rights upon the Closing Date.

²⁸ Oregon Verizon/Frontier Merger, Appendix A, p. 11, Condition 44.

²⁹ Oregon Verizon/Frontier Merger, Appendix A, pp. 9-10, Condition 35.

³⁰ Verizon/Frontier Merger, Appendix C, p. 35, Condition 18.

³¹ FCC AT&T/BellSouth Merger, Appendix F, p. 155 (42 months).

³² Oregon Verizon/Frontier Merger, Settlement Condition10, 2010 Ore. PUC LEXIS 64, *124 (one year).

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15	<p>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 at least 30 days prior to the Closing Date. For changes to support center location, organizational structure, or contact information, the Merged Company will provide at least 30 days advance written notice to wholesale carriers. For other changes, the Merged Company will provide reasonable advanced notice of the changes. The information and notice provided shall be consistent with the terms of applicable interconnection agreements.</p>	<ul style="list-style-type: none"> • Oregon Verizon/Frontier Merger³³
16	<p>The Merged Company will make available to each wholesale carrier the types and level of data, information, and assistance that Qwest made available as of the Merger Filing Date concerning 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, <i>etc.</i>).</p>	<ul style="list-style-type: none"> • FCC Verizon/Frontier Merger³⁴ • Oregon Verizon/Frontier Merger³⁵
17	<p>After the Closing Date, the Merged Company will maintain the Qwest Change Management Process (“CMP”), utilizing the terms and conditions set forth in the CMP Document, including those terms and conditions governing changes to the CMP Document. The Merged Company will dedicate the resources needed to complete pending CLEC change requests in a commercially reasonable time frame.</p>	<ul style="list-style-type: none"> • FCC Verizon/Frontier Merger³⁶ • Oregon Verizon/Frontier Merger³⁷

³³ Oregon Verizon/Frontier Merger, Appendix A, p. 10, Condition 39 (substantially the same as first sentence).

³⁴ FCC Verizon/Frontier Merger, Appendix C, pp. 34-35, Condition 13.

³⁵ Oregon Verizon/Frontier Merger, Appendix A, p. 10, Condition 40.

³⁶ FCC Verizon/Frontier Merger, Appendix C, p. 35, Condition 14.

³⁷ Oregon Verizon/Frontier Merger, Appendix A, p. 10, Condition 41.

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18	<p>The Merged Company shall ensure that the legacy Qwest Wholesale and CLEC support centers are sufficiently staffed, relative to wholesale order volumes, by adequately trained personnel dedicated exclusively to wholesale operations so as to provide a level of service that is equal to or superior to that which was provided by Qwest prior to the Merger Filing Date and to ensure the protection of CLEC information from being used for the Merged Company’s retail operations or marketing purposes of any kind. The Merged Company will employ people who are dedicated to the task of meeting the needs of CLECs and other wholesale customers. The total number of the Merged Company’s employees dedicated to supporting wholesale services for CLEC customers will be no fewer than the number of such employees (including agents and contractors) employed by legacy Qwest and legacy CenturyLink as of the Merger Filing Date, unless the Merged Company obtains a ruling from the applicable regulatory body that wholesale order volumes materially decline or other circumstances warrant corresponding employee reductions.</p>	<ul style="list-style-type: none"> • FCC Verizon/Frontier Merger³⁸ • FCC CenturyTel/Embarq Merger³⁹ • Oregon Verizon/Frontier Merger⁴⁰
19	<p>In legacy Qwest ILEC 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 three years and provide at least the same level of wholesale service quality, including support, data, functionality, performance, and electronic bonding, provided by Qwest prior to the Merger Filing Date. After the minimum three-year period, the Merged Company will not replace or integrate Qwest systems without first complying with the following procedures:</p> <p>a. The Merged Company will prepare and submit a detailed plan to the Wireline Competition Bureau of the FCC and the state commission of any affected state before replacing or integrating Qwest system(s). The Merged Company’s plan will describe the system to be replaced or integrated, the surviving system, and why the change is being made. The plan will describe steps to be taken to ensure data integrity is maintained. The plan will describe CenturyLink’s previous experience with replacing or integrating systems in other jurisdictions, specifying any problems that occurred during that process and what has been done to prevent those problems in the planned transition for the affected states. 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, retained at the Merged Company’s expense, with substantial experience and knowledge regarding legacy</p>	<ul style="list-style-type: none"> • South Carolina Verizon/Frontier Merger⁴¹

³⁸ FCC Verizon/Frontier Merger, Appendix C, p. 35, Condition 15 (substantially same as first sentence).

³⁹ FCC CenturyTel/Embarq Merger, Appendix C, p. 28 (requiring the merged company to maintain a certain number of employees to handle port orders during the interim until integration).

⁴⁰ Oregon Verizon/Frontier Merger, Appendix A, p. 10, Condition 42 (substantially same as first sentence).

⁴¹ *In Re: Joint Application of Frontier Communications Corp., et al. for Approval of the Transfer of Assets, Authority and Certificates*, South Carolina PSC Docket No. 2009-220-C, Order No. 2009-769, October 29, 2009 (“South Carolina Verizon/Frontier Merger”), 2009 S.C.PUC LEXIS 506, *29, Condition 10(h) (requires replacement systems to be “properly tested and certified” and does not expressly mention “third-party tested”).

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	<p>CenturyLink and legacy Qwest systems processes and requirements. Interested carriers will have the opportunity to comment on the Merged Company's plan.</p> <p>b. For any Qwest system that was subject to third party testing (<i>e.g.</i>, as part of a Section 271 process), robust, transparent third party testing will be conducted for the replacement system to ensure that it provides the needed functionality and can appropriately handle existing and continuing wholesale services in commercial volumes. The types and extent of testing conducted during the Qwest Section 271 proceedings will provide guidance as to the types and extent of testing needed for the replacement systems. The Merged Company will not limit CLEC use of, or retire, the existing system until after third party testing has been successfully completed for the replacement system.</p> <p>c. Before implementation of any replacement or to be integrated system, the Merged Company will allow for coordinated testing with CLECs, including a stable testing environment that mirrors production and, when applicable, controlled production testing. 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.</p>	
20	<p>In the legacy CenturyLink ILEC territory, as soon as reasonably possible, the Merged Company will use the wholesale pre-ordering, quoting, ordering, provisioning, and maintenance and repair functionalities (including electronic bonding) of the legacy Qwest territory to provide interconnection, Unbundled Network Elements, and special access services in the legacy CenturyLink ILEC territory. Specifically, in the legacy CenturyLink ILEC territory, the Merged Company will use the legacy Qwest IMA (GUI and XML), CORA, DLIS, CEMR, MEDIAC, Q.pricer, and Qwest Control systems for those services and functionalities for which Qwest provides wholesale services through these systems as of the Merger Filing Date.</p>	<ul style="list-style-type: none"> • FCC CenturyTel/Embarq Merger⁴²
21	<p>The Merged Company will process orders in compliance with federal and state law, as well as the terms of applicable interconnection agreements.</p>	<ul style="list-style-type: none"> • FCC CenturyTel/Embarq Merger⁴³

⁴² FCC CenturyTel/Embarq Meter, Appendix C, p. 28 (required the replacement of an inferior OSS with a better OSS).

⁴³ FCC CenturyTel/Embarq Merger, Appendix C, p. 27.

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22	<p>The Merged Company will provide number portability in compliance with federal and state law, as well as the terms of applicable interconnection agreements.</p> <p>a. When a number is ported from the Merged Company, E-911 records will be unlocked at the time of porting. Trouble reports involving locked E-911 records will be addressed within 24 hours.</p> <p>b. The Merged Company will not assign any pass code, password or Personal Identification Number (PIN) to retail customer accounts in a manner that will prevent or delay a change in local service providers. The Merged Company will require only pass codes that an end user customer requests for the purpose of limiting or preventing activity and changes to their account. The Merged Company will not require that a new local service provider provide, on a service request, a password or PIN that the end user customer uses or used to access its account information on-line [including Customer Proprietary Network Information (CPNI)].</p> <p>c. The Merged Company shall not limit the number of ports that can be processed.</p>	<ul style="list-style-type: none"> • FCC CenturyTel/Embarq Merger⁴⁴ • The condition regarding pass code/password/PIN has been developed to offset harm resulting from this particular transaction.⁴⁵
23	<p>The Merged Company will provide nondiscriminatory access to directory listings and directory assistance in compliance with federal and state law. Specifically, the Merged Company will be responsible for ensuring that all directory listings submitted by CLECs for inclusion in directory assistance or listings databases are properly incorporated into such databases (whether such databases are maintained by the Merged Company or a third party vendor). Further the Merged Company will ensure that CLECs' subscriber listings are accessible to any requesting person on the same terms and conditions that the Merged Company's subscriber listings are available to any requesting person.</p>	<ul style="list-style-type: none"> • This condition has been developed to offset harm resulting from this particular transaction.⁴⁶

⁴⁴ FCC CenturyTel/Embarq Merger, Appendix C, pp. 27-28.

⁴⁵ See, e.g., *In re: Local Number Portability Porting Interval and Validation Requirements*, Report and Order, 25 FCC Rcd. 6593, ¶ 16 (2010) (adopting the NANC's recommendation that "a passcode not be required unless the passcode has been requested and assigned by the end user rather than the service provider" in order to prevent "anticompetitive effects").

⁴⁶ See, e.g., 47 C.F.R. §51.217(b).

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SIMILAR CONDITIONS ADOPTED IN PRIOR MERGER PROCEEDINGS**

No.	Conditions	Where Similar Condition Has Been Previously Adopted
24	<p>After the Closing Date, 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 territory before the Closing Date. This condition prohibits the Merged Company from charging fees, charges, surcharges or other assessments, including:</p> <ul style="list-style-type: none"> a. Service order charges assessed upon CLECs submitting local service requests (“LSRs”) for number porting; b. 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 c. “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. 	<ul style="list-style-type: none"> • This condition has been developed to offset harm resulting from this particular transaction.
25	<p>The Merged Company will provide routine network modifications in compliance with federal and state law, as well as the terms of applicable interconnection agreements.</p>	<ul style="list-style-type: none"> • This condition has been developed to offset harm resulting from this particular transaction.⁴⁷
26	<p>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. Resources will not be diverted to merger-related activities at the expense of maintaining the Merged Company’s network.</p> <ul style="list-style-type: none"> 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. b. 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. c. The Merged Company will not engineer or maintain the network (including routing of traffic) in a manner that results in the application of higher rates for traffic or inefficiencies for wholesale customers. 	<ul style="list-style-type: none"> • This condition has been developed to offset harm resulting from this particular transaction.⁴⁸

⁴⁷ See, e.g., 47 C.F.R. §51.319(a)(7).

⁴⁸ See, e.g., 47 C.F.R. §§ 51.319(a)(8) and 51.333.

**COMPARISON OF CLEC-PROPOSED CONDITIONS TO
SIMILAR CONDITIONS ADOPTED IN PRIOR MERGER PROCEEDINGS**

No.	Conditions	Where Similar Condition Has Been Previously Adopted
27	<p>The Merged Company will provide conditioned copper loops in compliance with federal and state law and at rates approved by the applicable state commission. Line conditioning is the removal from a copper loop of any device that could diminish the capability of the loop to deliver xDSL. Such devices include bridge taps, load coils, low pass filters, and range extenders. Insofar as it is technically feasible, the Merged Company shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only. If the Merged Company seeks to change rates approved by a state commission for conditioning, the Merged Company will provide conditioned copper loops in compliance with the relevant law at the current commission-approved rates unless and until a different rate is approved.</p>	<ul style="list-style-type: none"> • This condition has been developed to offset harm resulting from this particular transaction.⁴⁹
28	<p>At CLEC’s option, the Merged Company will interconnect with CLEC at a single point of interconnection per LATA, regardless of whether the Merged Company provides service in such LATA via multiple operating company affiliates or a single operating company.</p>	<ul style="list-style-type: none"> • This condition has been developed to offset harm resulting from this particular transaction.
29	<p>All Conditions herein may be expanded or modified as a result of regulatory decisions concerning the proposed transaction in other states, including decisions based upon settlements, that impose conditions or commitments related to the transaction. CenturyLink agrees that the state commission of any state may adopt any commitments or conditions from other states or the FCC that are adopted after the final order in that state.</p>	<ul style="list-style-type: none"> • Oregon CenturyTel/Embarq Merger⁵⁰ • Oregon Verizon/Frontier Merger⁵¹
30	<p>In the event a dispute arises between the parties with respect to any of the pre-closing and post-closing conditions herein, either party may seek resolution of the dispute by filing a petition with the state commission at any time. Alternative dispute resolution provisions in an interconnection agreement shall not prevent any party from filing a petition with the state commission at any time.</p>	<ul style="list-style-type: none"> • Oregon Verizon/Frontier Merger⁵² • Illinois Verizon/Frontier Merger⁵³

⁴⁹ See, 47 C.F.R. §§ 51.319(a)(1)(iii)(A) and 51.319(a)(1)(iii)(C).

⁵⁰ Oregon CenturyTel/Embarq Merger, Appendix B, pp. 3-4, Condition 4(r).

⁵¹ Oregon Verizon/Frontier Merger, Appendix A, pp. 12-13, Condition 56.

⁵² Oregon Verizon/Frontier Merger, Settlement Condition 16, 2010 Ore. PUC LEXIS 64, *131.

⁵³ Illinois Verizon/Frontier Merger, Conditions Appendix, p. 11, Condition 20.