

QWEST / CENTURYLINK MERGER CONDITIONS

Wholesale Services

1. CenturyLink will honor, assume or take assignment of all obligations under Qwest's existing interconnection agreements. CenturyLink will not terminate, change the conditions of (with the exception of those governing termination), or increase the rates in, any effective interconnection agreement during the unexpired term of the agreement, or for a period of two years from the Closing Date, whichever occurs later, unless requested by the non-ILEC interconnecting party and approved by the Commission, or required by a change of law.
2. CenturyLink will honor or assume all obligations in effect as of the Merger Filing Date under Qwest's current intrastate tariffs, including those for access services, and price lists for wholesale services. CenturyLink will not increase rates for such services for a period of at least two years from the Closing Date.
3. CenturyLink will continue to provide intrastate transit service in all ILEC territories subject to the same rates, terms, and conditions that were provided as of the Merger Filing Date unless approved or directed otherwise by the Commission.
4. No Qwest wholesale intrastate service offered to competitive carriers as of the Merger Filing Date will be discontinued for two years after closing of the transaction except as approved by the Commission.
5. After the close of the transaction the legacy Qwest ILEC territory 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 but not limited to the "competitive checklist" set forth in Section 271(c)(2)(B) of the Act.
6. In the legacy Qwest ILEC territory, CenturyLink shall comply with all wholesale performance requirements for all wholesale services, including those set forth in regulations, tariffs, and interconnection agreements applicable to legacy Qwest as of the Merger Filing Date.
7. Following the Closing Date, CenturyLink shall continue to comply with the provisions of Qwest Performance Assurance Plan (QPAP) that are in effect as of the Merger Filing Date for at least three years following the Closing Date, or such period as negotiated by any other party in this docket, whichever is longer.

CenturyLink shall provide the monthly reports of wholesale performance metrics that Qwest currently provides to Commission Staff and to each CLEC.

8. After the Closing Date of the transaction, CenturyLink shall provide and maintain updated escalation information, contact lists and account manager information that are in place at least 30 days prior to the transaction close date. For changes to support center location, organizational structure, or contact information, CenturyLink will provide at least 30 days advance written notice to all CLECs and Commission Staff.
9. CenturyLink will continue to make available to each wholesale carrier in Utah the types of information 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, notices, industry letters, the change management process, and databases/tools.
10. CenturyLink will maintain the current Qwest Change Management Process ("CMP"), utilizing the terms and conditions set forth in the CMP Document. Pending CLEC Change Requests shall be completed in a commercially reasonable time frame.
11. CenturyLink shall ensure that the legacy Qwest Wholesale and CLEC support centers are sufficiently staffed by adequately trained personnel dedicated exclusively to wholesale operations so as to provide a level of service that is comparable to that which was provided by Qwest prior to the transaction and to ensure the protection of CLEC information from being used for CenturyLink's retail operations.

Records/Rates/Tariffs/Access to Books

1. Prior to the Closing Date, customer notification of the merger and change of parent company will be given to all local exchange and long distance customers and comply with any Utah and FCC rules and regulations.
2. No Commission-regulated intrastate retail service currently offered by Qwest will be discontinued for a period of at least one year following the Closing Date, except as approved by the Commission.
3. CenturyLink shall follow the terms and conditions of Qwest's UNE Cost Docket No. 01-049-85. Any proposed changes to the approved price plan must receive

Commission approval. Within 60 days following any branding or administrative changes to Qwest's Utah rates, rules, and regulations, CenturyLink will file with the Commission updated Utah rates, rules, and regulations that show the branding change.

4. CenturyLink will not seek to recover through wholesale service rates one-time transaction, branding or transition costs and will hold retail and wholesale customers harmless for increases in overall management costs that result from the transaction.
5. All Qwest existing agreements with wholesale customers, retail customers, and utility operators and licensees¹ for services provided in Utah including, but not limited to interconnection agreements, commercial agreements, line sharing commercial agreements, and special access discount and/or term plan agreements will be assigned to or assumed by CenturyLink or its subsidiary and will be honored by the Company for the respective terms of each agreement.
6. Beginning with the first of the month following 12 months after the Closing Date, 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 Utah-allocated basis;
 - c. Organizational and staff force changes in Utah operations; and,
 - d. Impacts on Utah operations and customers.

The reporting requirement required by Condition 6 shall end with the submission of the third report unless otherwise directed by the Commission.

Broadband

¹ Including, but not limited to, CATV Operators, Special Access Transport, and Facility-Based (FB) CLECs; Joint-Use Agreements and Stipulated Corrective Actions.

Given that the Division is recommending approval of the transaction based in part on the increased availability of broadband, CenturyLink is directed to comply with the following broadband requirements:

1. By July 1, 2014, CenturyLink will have broadband available at no less than 4.0 mbps download speed to a specific percentage of customers. Currently the Division has a data request with Qwest to determine how many current customers have 4.0 mbps download speed. Once the Division receives this information a baseline can be established and a definite percentage goal will be given to the Commission. CenturyLink may petition the Commission for a slower speed if the 4.0 mbps download speed cannot effectively be deployed.
 - a. By July 1, 2013, CenturyLink shall report to the Commission on its progress towards meeting the broadband deployment thresholds contained in this condition.
 - b. Within 180 days after the Closing Date, CenturyLink will submit to the Commission Staff a detailed broadband deployment plan identifying the wire centers and geographic areas CenturyLink is targeting for additional broadband deployment, any anticipated engineering or technical issues associated with the deployment, and the expected timeline for completing the deployment. CenturyLink agrees to consult with Staff regarding the timing of the deployment in specific wire centers and geographic areas the Commission identifies as priority areas.
2. During the three-year period after the closing, CenturyLink will file quarterly reports with the Commission, for Commission and Division review, detailing the broadband deployment that CenturyLink has completed to date, identifying the additional number of households capable of receiving broadband during that preceding period, identifying any impediments that may prevent fulfillment of this condition and describing additional deployment CenturyLink plans to implement in the following year.
3. If CenturyLink determines that it is technically infeasible to fulfill one or more of the broadband deployment objectives identified above, CenturyLink will immediately (within 30 days of determining technical infeasibility) submit to the Commission a detailed report identifying the technical or operational impediments and limitations that prevent fulfillment of the condition and propose an alternative broadband deployment plan that provides at least a similar level of public benefit. The Commission may accept the alternative plan,

or if it determines the alternative plan does not provide a similar level of public benefit, the Commission may order a different broadband deployment plan to provide a similar level of public benefit as an alternative to satisfy this condition.

Service Quality

1. Immediately after the Closing Date, for the first six months thereafter CenturyLink will report the metrics as required in R746-340 service quality results on a monthly basis. After the six month period as specified above, Century Link will report the metrics as required in R746-340 service quality results, quarterly as contemplated by the rule.
2. CenturyLink will maintain current Commission minimum service quality standards as outlined in R746-340. In any report filed with the Commission where CenturyLink shows a decrease in service quality greater than 5 percent from the current Qwest levels at the close of the merger, CenturyLink will file a report with the Commission outlining the cause of the decrease. In addition, if CenturyLink fails to maintain the current service quality levels it will be liable for penalties as set forth in Utah Code Ann. §§ 54-7-25.
3. No later than one year from the Closing Date, CenturyLink will provide to the Commission the following:
 - a. A multi-year strategic plan that identifies the expected remaining life of each of the base unit and remote switches currently deployed in legacy Qwest's franchise area in Utah and a proposed replacement plan for the switches.
 - b. An annual report detailing Utah capital expenditures concerning planned actions on subsection (a) above. Included in the report will be a comparison of the amount of planned Utah capital expenditures as a percentage of total system expenditures; and a comparison of the amount of capital expenditure per Utah access line with the amount of capital expenditure per CenturyLink system-wide access lines.
4. CenturyLink will provide to Commission Staff, in electronic form, the detailed Form-477 data that is provided to the FCC for CenturyLink's service areas. This will be done annually for five years beginning with the year after the Closing Date.

Operations Support Systems (OSS)

1. CenturyLink commits to the following OSS actions:

Operations support systems included in this requirement will include:

- a. Systems used to monitor cable and pair information and operation
- b. Systems used to track or monitor in-service circuit equipment information
- c. Systems used to track or monitor switch components
- d. Billing systems, and
- e. Systems used for customer pre-ordering, ordering, provisioning, maintenance, and repair operations.

This requirement applies to both wholesale and retail systems.

CenturyLink will keep Qwest's legacy operations support systems intact for a minimum of three years after the closing of the transaction.

Prior to modifying or integrating existing Qwest/CenturyLink operations support systems, CenturyLink will request approval from the Commission 6 months in advance of the proposed action. Notification will consist of a description of the systems involved, the action to be taken, the proposed work schedule, a description of the company's and customers' activities that will be affected, and a list of status reports to be provided to the Commission.

Long Distance

1. For at least 180 calendar days following the close of the proposed transaction, CenturyLink will offer substantially the same intrastate toll calling services, at the same rates, as provided by Qwest immediately prior to closing. This includes the bundled service offerings of local and long distance at the same rates as set forth in the price lists of Qwest.
2. As part of its anti-slamming notification requirements pursuant to Section 64.1120 of the FCC rules, CenturyLink will notify each of its Utah intrastate long distance customers at least 30 calendar days in advance of their transfer to CenturyLink, consistent with the anti-slamming requirements.

3. For 90 calendar days following the customer transfers, CenturyLink will waive any change charges, e.g., PICs, for any Qwest long distance customer choosing to change long distance carriers.

Affiliated Interests/Non-regulated Operations

1. 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 the forms of regulation, and terms of such regulation, as applied for 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.
2. The certificates of all CenturyLink and Qwest entities certified as Competitive Providers in Utah 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.