

**EXHIBIT BJJ-5 TO THE  
DIRECT TESTIMONY OF  
BONNIE J. JOHNSON  
ON BEHALF OF  
INTEGRA TELECOM**

**BEFORE THE MINNESOTA OFFICE OF ADMINISTRATIVE HEARINGS  
600 North Robert Street  
St. Paul, MN 55101**

**FOR THE MINNESOTA PUBLIC UTILITIES COMMISSION  
121 Seventh Place East, Suite 350  
St. Paul, MN 55101-2147**

David Boyd	Chair
J. Dennis O'Brien	Commissioner
Thomas Pugh	Commissioner
Phyllis Reha	Commissioner
Betsy Wergin	Commissioner

**In the Matter of the Joint Petition for  
Approval of Indirect Transfer of Control  
of Qwest Operating Companies to  
CenturyLink**

**MPUC Docket No. P-421, et.al./PA-10-456**

**OAH Docket No. 11-2500-21391-2**

**SUPPLEMENTAL STIPULATION AND AGREEMENT  
FOR COMMISSION APPROVAL**

Joint Petitioners, Qwest Communications International, Inc. and CenturyLink, Inc., formerly CenturyTel, Inc. and their subsidiaries ("Joint Petitioners" or, collectively, post-merger "Company") and the Department of Commerce ("DOC") (collectively the Parties to this supplemental agreement will be identified as "Parties") agree to the following clarifications regarding the terms and conditions of the Stipulation and Agreement entered into and filed with this Commission on October 4, 2010 ("October 4 Agreement").

**I. PURPOSE**

The purpose of this supplemental stipulation and agreement is to provide clarification regarding certain commitments set forth in the October 4 Agreement.

**II. CLARIFICATION OF APPLICANT COMMITMENTS**

**A. Broadband (Subsection A of Section III of the October 4 Agreement)**

For purposes of the October 4 Agreement, the \$50 million commitment for total broadband investment, as well as the One-Third (33%) commitment for unserved and underserved areas, applies to investments to serve retail broadband customers only. “Unserved” means areas that do not have access to broadband service of 256 Kbs (or above) download speed from any wireline provider. “Underserved” means areas that do not have 1.5 mps or below broadband download speeds available from any wireline provider. The geographic area associated with this commitment is measured by “living units,” (i.e., individual street address).

**B. Wholesale (Subsection B of Section III of the October 4 Agreement)**

**1. Operational System Support (Par. 1 of the October 4 Agreement)**

For purposes of the October 4 Agreement, notices of changes or retirements to Qwest OSS will be done in accordance with the time frames of Qwest’s Change Management Process (CMP). The provision for a minimum 6 months notice requirement applies to changes to CenturyLink’s OSS or to any changes for which no other time frame applies.

**2. Interconnection Agreement Negotiations (Par. 2 of the October 4 Agreement)**

For purposes of the October 4 Agreement, the reference to Qwest’s TRRO language is intended to encompass TRRO language included in any Qwest ICA that has been approved by the Commission, regardless of which party may have drafted the approved language. In addition, the commitment that Qwest “will not terminate or change the conditions of any CLEC or CMRS interconnection agreement” (except for changes of law or to the extent Qwest is relieved of any obligation by law) is intended to include rates and terms.

**3. Protection Against Tariff Changes (Par. 3 of the October 4 Agreement)**

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

Docket No.10A-350T

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JOINT APPLICATION OF QWEST COMMUNICATIONS INTERNATIONAL, INC. AND CENTURYLINK, INC. FOR APPROVAL OF INDIRECT TRANSFER OF CONTROL OF QWEST CORPORATION, EL PASO COUNTY TELEPHONE COMPANY, QWEST COMMUNICATIONS COMPANY LLC, AND QWEST LD CORP.

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**Stipulation and Settlement Agreement Between Joint Applicants and  
Commission Trial Staff**

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This Stipulation and Settlement Agreement ("Agreement") is entered into by and among Qwest Communications International, Inc. ("QCII") and CenturyLink, Inc. ("CenturyLink") (QCII and CenturyLink are collectively referred to as "Joint Applicants") and the Trial Staff for the Colorado Public Utilities Commission ("Staff" or "Trial Staff") (collectively "Settling Parties"). This Agreement sets forth all of the terms and conditions of the Settling Parties' agreement. With the additional commitments represented in this Agreement, the Parties agree that the proposed merger between Joint Applicants is not contrary to the public interest and should be approved by the Colorado Public Utilities Commission ("Commission" or "PUC").

**Definitions**

"Closing Date" refers to the closing date of the transaction for which the Applicants have sought approval from the Federal Communications Commission (FCC) and state commissions (the "transaction").<sup>1</sup>

"Qwest Corporation" and "Qwest" refer to Qwest Corporation and its successors and assigns.

"Operations Support Systems" or "OSS" as used in this agreement includes all systems (databases, files and functionalities) employed by the Joint Applicants that support the end to

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<sup>1</sup> See Applications Filed by Qwest Communications International Inc. and CenturyTel, Inc., d/b/a/ CenturyLink for Consent to Transfer of Control, Pleading Cycle Established, Public Notice, DA 10-993, WC Dkt. No. 10-110 (rel. May 28, 2010) ("Public Notice") and related applications filed in state proceedings.

Submitted to Colorado Public Utilities System

end operations of providing services to the end user customer including but not limited to pre-ordering (customer care), ordering, provisioning, maintenance and repair, and billing, but this definition shall not impact the definition of such term in other agreements.

"Transition Period" means the initial three year period following the Closing Date and any additional period in which the Settling Parties agree that substantial integration activity remains to be completed.

"Uniform System of Accounts (USOA)" refers to prescribed regulated financial rules and regulations.

Incumbent Local Exchange Carrier (ILEC) shall have the meaning prescribed in 4 CCR 723-2 § 2001(ss).

Local Exchange Carriers (LECs) are divided into incumbent (ILECs) and competitive (CLECs).

Competitive Local Exchange Carrier (CLEC) shall have the meaning prescribed in 4 CCR 723-2 § 2001(u).

### ***General Commitments***

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.
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.

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.

#### ***Integration Reporting***

4. Joint Applicants agree to provide Staff with quarterly integration status reporting for Colorado 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.
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.

### ***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").
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

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.

***Wholesale***

17. 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.<sup>2</sup>

***General Provisions***

18. Joint Applicants shall continue to comply with all relevant and applicable Commission orders and decisions.

19. 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

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<sup>2</sup> 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.



Before the  
Federal Communications Commission  
Washington, D.C. 20554

In the Matter of )  
 )  
Applications filed by Qwest Communications ) WC Docket No. 10-110  
International Inc. and CenturyTel, Inc. d/b/a )  
CenturyLink for Consent to Transfer Control )

MEMORANDUM OPINION AND ORDER

Adopted: March 18, 2011

Released: March 18, 2011

By the Commission: Chairman Genachowski and Commissioner Clyburn issuing separate statements;  
Commissioners Copps, McDowell, and Baker concurring and issuing separate  
statements.

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there is sufficient evidence to support a unilateral effect of increased wholesale special access pricing resulting from the transaction, we believe that the voluntary commitments undertaken by CenturyLink that relate to wholesale service, discussed below in Parts V.B and V.C, mitigate these concerns.

## 2. Potential Competition

19. Because certain CenturyLink wire centers abut Qwest wire centers in the transaction market area, it is possible that the transaction may adversely affect potential competition for services offered by the Applicants, including wholesale access, local exchange, interconnection, and broadband. However, these adjacent service territories affect only about 13 percent of the exchanges involved in the transaction and only approximately 1.7 million residential lines out of more than 17 million residential and small business access lines that will be served by CenturyLink in the transaction market area after closing.<sup>63</sup> Most of the adjacent exchanges, particularly CenturyLink's, are small and rural.<sup>64</sup> We recognize that carriers are generally less likely to compete in rural territories because of the high costs of reaching consumers and the relatively low potential revenues from less dense areas.<sup>65</sup> Furthermore, the Applicants state that neither CenturyLink nor Qwest had plans to expand into the other company's adjacent territories before the Merger Agreement was signed.<sup>66</sup> Nothing in the record contradicts this assertion. Accordingly, given the limited number of adjacent wire centers and the rural nature of many of these wire centers, we find it unlikely that the transaction will have an adverse effect on potential competition.

### B. Operations Support Systems and Wholesale Customer Service

20. Ensuring robust competition not only for American households but also for American businesses requires particular attention to the role of wholesale communications markets, through which providers of broadband and other services secure critical inputs from one another.<sup>67</sup> Well-functioning wholesale markets can help foster retail competition, as it is not economically or practically feasible for competitors to build facilities in all geographic areas. The Applicants have committed that the transaction "will not cause any reduction, impairment, or discontinuance of service to any customer," including its wholesale customers, and in fact will result in a company that is better able to service its wholesale customers.<sup>68</sup> We believe that the voluntary commitments discussed in this section will ensure that wholesale competitors are not harmed by this transaction, and that the transaction serves the public interest. We therefore accept these commitments and make them binding and enforceable conditions of our approval.

<sup>63</sup> See Letter from Karen Brinkmann and Alexander Matias, Counsel for CenturyLink, Inc., to Marlene F. Dortch, Secretary, FCC, WC Docket No. 10-110 at 1 (filed Mar. 1, 2011) (CenturyLink Mar. 1, 2011 *Ex Parte* Letter).

<sup>64</sup> See Application, Exh. 5.

<sup>65</sup> See *Applications of GTE Corp. and Bell Atlantic Corp.*, CC Docket No. 98-184, Memorandum Opinion and Order, 15 FCC Rcd 14032, 14095, para. 117 (2000) (*Bell Atlantic-GTE Order*). Thus, here, each carrier's incentive to encroach on the other's territories appears to be relatively small.

<sup>66</sup> See Application at 28; *id.* Exh. 6, Declaration of Karen A. Puckett, para. 3; *id.* Exh. 7, Declaration of Teresa A. Taylor, para. 2.

<sup>67</sup> See FCC, CONNECTING AMERICA: THE NATIONAL BROADBAND PLAN, at 42 (2010) (NATIONAL BROADBAND PLAN).

<sup>68</sup> Application at 37-38.

21. *Operations Support Systems (OSS)*. After closing, CenturyLink will operate its existing OSS in its legacy territory.<sup>69</sup> The Applicants stated that in the Qwest territories, Applicants would maintain Qwest's OSS for at least one year after closing, during which time they would evaluate the best approach for integrating the two companies' separate systems.<sup>70</sup> In response, commenters argue that CenturyLink is obfuscating its plans for OSS integration, and worry that the wholesale OSS in the Qwest territory will deteriorate under CenturyLink management.<sup>71</sup> Others claim that financial pressures and efforts to meet stated synergy goals could encourage CenturyLink to sacrifice wholesale OSS integration and performance in favor of other priorities.<sup>72</sup> Commenters also express concern that CenturyLink is overextending itself in acquiring Qwest so soon after acquiring Embarq.<sup>73</sup>

22. In response to these concerns, CenturyLink has proposed a series of voluntary commitments. Among other things, CenturyLink has committed to keep Qwest's OSS in place for 30 months after closing, and to provide the Commission and the relevant state commissions with a transition plan at least 180 days before transitioning from Qwest's OSS to CenturyLink's OSS or any other new systems.<sup>74</sup> CenturyLink also agrees to report to the Commission, on a quarterly basis, a series of OSS performance metrics designed to ensure an adequate level of OSS performance in the legacy Qwest territory after closing.<sup>75</sup> These commitments will allow the Commission to monitor CenturyLink's OSS performance and ensure that service quality in the legacy Qwest territory does not deteriorate as a result of this transaction, and to take appropriate enforcement action if it does.<sup>76</sup> Accordingly, we find that CenturyLink's commitments are sufficient to mitigate potential harms relating to OSS; we therefore accept the commitments in Appendix C and make them binding and enforceable conditions of our approval.<sup>77</sup>

<sup>69</sup> CenturyLink is currently transitioning to the EASE OSS as a result of its merger with Embarq. See *CenturyTel-Embarq Order*, 24 FCC Rcd at 8768, App. C.

<sup>70</sup> Applicants' Reply at 20–21. Subsequently, in settlements filed in at least 8 states, Applicants agreed to maintain Qwest's OSS in the Qwest territories for at least 24 months. See, e.g., Letter from Karen Brinkmann and Alexander Maltas, Counsel for CenturyLink, Inc., to Marlene F. Dortch, Secretary, FCC, WC Docket No. 10-110, Exh. B–Integra Settlement Agreement, para. 12 (filed Nov. 8, 2010) (*Integra Settlement*); *Iowa Utils. Bd. Order* at 20.

<sup>71</sup> *Access Point et al.* Comments at 7–11; *Cbeyond et al.* Comments at 7–8; NJDRC Reply at ii (arguing that CenturyLink has insufficient expertise and experience to operate Qwest's OSS, which could lead to significant harms to competitive LECs before CenturyLink learns to operate the OSS adequately).

<sup>72</sup> See *Cbeyond et al.* Comments at 44, 47.

<sup>73</sup> See *Access Point et al.* Comments at 67; NASUCA Comments at 2–3; NJDRC Comments at 16; NASUCA Reply at 2; NJDRC Reply at ii, 11–12; Letter from Thomas Jones, Counsel for Cbeyond, Inc., Integra Telecom, Inc., Socket Telecom, LLC, and tw telecom inc, to Marlene H. Dortch, Secretary, FCC, WC Docket No. 10-110, Attach. at 7–9 (filed Sept. 24, 2010) (*Cbeyond et al. Sept. 24, 2010 Ex Parte Letter*).

<sup>74</sup> See Appendix C, Commitments IV.A.1, IV.A.2, IV.A.3.

<sup>75</sup> See Appendix C, Commitment IV.B.

<sup>76</sup> We note that the OSS in legacy Qwest territory will continue to be subject to the terms of Qwest's section 271 approvals. See *infra* paras. 26–27.

<sup>77</sup> We note that CenturyLink has made similar commitments in settlements with competitive LECs and in some of the state proceedings. See, e.g., *Integra Settlement*, *supra* note 70, at 9 (stating that the merged company commits to use the legacy Qwest OSS for at least two years, or until July 1, 2013, whichever is later, and that it will prepare an OSS transition plan at least 270 days before replacing or integrating Qwest's OSS).

APPENDIX C

CenturyLink Commitments

The Applicants have offered certain voluntary commitments, enumerated below. Because we find these commitments will serve the public interest, we accept them as conditions of our approval. Unless otherwise specified herein, these commitments are effective as of the Transaction Closing Date, which is defined for these purposes as the date on which the Applicants consummate the proposed transaction approved herein. The commitments described herein shall be null and void if CenturyLink and Qwest do not consummate the proposed transaction and there is no Transaction Closing Date. Unless otherwise specified herein, these commitments will expire three years from the Transaction Closing Date.

It is not the intent of these commitments to restrict, supersede, or otherwise alter state or local jurisdiction under the Communications Act of 1934, as amended, or over the matters addressed in these commitments, or to limit state authority to adopt rules, regulations, performance monitoring programs, or other policies that are not inconsistent with these commitments.

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I. INCREASING AVAILABILITY OF BROADBAND SERVICE

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:

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 I.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 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.

### III. PRESERVING COMPETITIVE RATES FOR CUSTOMERS IN OVERLAP BUILDINGS IN MINNESOTA AND WASHINGTON

The buildings listed in Attachment 2 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 2 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 2 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.

### IV. COMMITMENTS REGARDING WHOLESALE OPERATIONS

- 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, 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.

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 denominator) is 20 or less.

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

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

- 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.
- 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.

- 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.
  - 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.
  - Repair/Maintenance - Mean Time to Repair, which measures the average duration from the receipt of the customer trouble report to the time the trouble is cleared, separately for Resale and UNE Loop POTS.
  - 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.
  - 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.
- 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
  3. Provide the performance reports that Qwest currently provides to existing wholesale customers to any new entrants in the Qwest ILEC territories.
- D. Orders will be processed in compliance with federal and state law, as well as the terms of applicable interconnection agreements.
- 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 of the Merger Closing Date, except as approved or ordered by the Commission.
- 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