

## PROPOSED WHOLESALE CONDITIONS

1. No wholesale service offered to competitive carriers at the time of closing will be discontinued except as approved by the Commission.
2. No changes will be made by Frontier or its Operating Companies to any special access services rate, rule or regulation currently included in the Operating Companies' access tariff without properly filing a rate application.
3. Frontier and its Operating Companies will not seek to recover through wholesale service rates one-time transfer, branding or transaction costs.
4. Frontier will hold wholesale customers harmless for increases in overall management costs incurred by the Operating Companies that result from the transaction.
5. Following the Closing Date, Frontier shall continue to provide the monthly reports of wholesale performance metrics that Verizon Northwest currently provides and provide access to these metrics to Commission staff. The Commission shall immediately open a docket to monitor Frontier's wholesale service quality, establish wholesale service quality benchmarks and related self-executing remedies.
6. Frontier Northwest will assume or take assignment of all obligations under Verizon Northwest's current interconnection agreements, tariffs, commercial agreements, line sharing agreements, and other existing arrangements with wholesale customers ("Assumed Agreements"). Frontier Northwest shall not terminate or change the conditions of any effective interconnection agreement during the unexpired term of the Agreement or for a period of three years from the Closing Date, whichever occurs later unless requested by the interconnecting party, or required by a change of law.
7. Frontier Northwest will allow requesting carriers to extend existing interconnection agreements, whether or not the initial or current term has expired, until at least three years from the Closing Date, or the date of expiration, whichever is later.
8. Frontier Northwest shall allow a requesting competitive carrier to use its pre-existing interconnection agreement, including agreements entered into with Verizon Northwest, as the basis for negotiating a new replacement interconnection agreement.
9. Rates for services, including tandem transit service, any wholesale tariffed offering, reciprocal compensation and TELRIC 252(c)(2), and (d), rates for 251(c) facilities or arrangements, shall not be increased by Frontier Northwest for at least three years from the Closing Date; nor will Frontier Northwest create any new rate elements or charges for distinct facilities or functionalities that are currently already provided under existing rates. Frontier Northwest shall continue to offer any currently offered Term and Volume

Discount plans until at least three years from the Closing Date. Frontier Northwest will honor any existing contracts for services on an individualized term pricing plan arrangement for the duration of the contracted term.

10. Until at least three years from the Closing Date, Frontier Northwest will continue to provide transit service subject to the same rates, terms and conditions that are currently provided by Verizon Northwest unless directed otherwise by the Commission.
11. Frontier Northwest will not withdraw its tariffed wholesale service offerings or intrastate offering of Frontier Northwest's special access circuits, unless required by law.
12. Frontier Northwest will not seek to avoid any of its obligations under the Assumed Agreements on the grounds that Frontier Northwest is not an incumbent local exchange carrier ("ILEC") under the Federal Communications Act of 1934, as amended, 47 U.S.C. § 151 *et seq.*, (the "Communications Act"), nor on the grounds that it is exempt from any of the obligations hereunder pursuant to Section 251(f)(1) of Section (f)(2) of the Communications Act.
13. For one year following the Closing Date, Frontier Northwest will not seek to reclassify as "non-impaired" any wire centers in Washington for purposes of Section 251 of the Communications Act, nor will Frontier Northwest file any new petition under Section 10 of the Communications Act seeking forbearance from any Section 251 or dominant carrier regulation in any wire center in Washington.
14. Frontier Northwest shall provide and maintain on a going-forward basis updated escalation procedures, contact lists and account manager information at least 30 days prior to the transaction close date. The updated contact list shall identify and assign a single point of contact for each CLEC with the authority to address ordering, provisioning, billing and OSS systems maintenance issues of that CLEC.
15. Following the transition or cutover date, Frontier Northwest will continue to make available to each wholesale carrier the types of information that Verizon currently makes available concerning wholesale operations support systems and wholesale business practices via the CLEC Manual, industry letters, and the change management process. In addition, Frontier Northwest will continue the CLEC User Forum process following the transition or cutover date. Frontier Northwest will provide the wholesale carriers training and education on Frontier West's wholesale operations support systems without charge to the wholesale carrier.
16. Frontier Northwest will maintain a Change Management Process ("CMP") similar to Verizon's current process, including CMP meetings the frequency of which for the first twelve months from Closing Date shall be monthly, and thereafter, agreed upon by the parties and a commitment to at least two OSS releases per year. Pending CLEC Change Requests will be completed in a commercially reasonable time frame.

17. Frontier Northwest shall ensure that the legacy Verizon 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 Verizon prior to the transaction and to ensure the protection of CLEC information from being used for Frontier's retail operations.