

APPENDIX A: COMPTTEL'S PROPOSED CONDITIONS

These conditions shall become effective on the Merger Closing Date and shall apply to any incumbent local exchange carrier (“ILEC”), as defined in 47 U.S.C. § 251(h), that either CenturyTel or Embarq owns as of the Merger Closing Date or may acquire while the conditions are in effect. The conditions shall apply to any CenturyTel ILEC or Embarq ILEC for a period of forty-eight (48) months from the Merger Closing Date and would automatically sunset thereafter.

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 conditions. For the avoidance of doubt, all of the conditions are enforceable by the FCC or any State commission (for agreements that a State commission has approved or is being asked to approve or enforce).

Reducing Transaction Costs Associated with Interconnection Agreements

1. The CenturyTel/Embarq ILECs shall make available to any requesting telecommunications carrier any entire effective interconnection or reciprocal compensation agreement (“agreement”), whether negotiated or arbitrated, that any CenturyTel ILEC or Embarq ILEC entered into in any State, subject to State-specific pricing and performance plans and technical feasibility; and provided, further, that a CenturyTel/Embarq ILEC shall not be obligated to provide any interconnection arrangement if it demonstrates that the arrangement is technically infeasible to provide, given the technical and network attributes and limitations, and is inconsistent with the laws and regulatory requirements of, the State for which the request is made. In determining technical feasibility, CenturyTel/Embarq will be bound by 47 C.F.R. 51.305(d) which states that “previous successful interconnection at a particular point in a network at a particular level of quality constitutes substantial evidence that interconnection is technically feasible at that point, or at substantially similar points, at that level of quality.” Any such adoption is presumed effective upon notice from the requesting telecommunications carrier to the relevant CenturyTel/Embarq ILEC and approval by the appropriate state commission, subject to true-up for state-specific pricing.

2. The CenturyTel/Embarq ILECs shall not refuse a request by a telecommunications carrier to opt into an agreement on the ground that the agreement has not been amended to reflect changes of law, provided the requesting telecommunications carrier agrees to negotiate in good faith an amendment regarding such change of law immediately after it has opted into the agreement.

3. The CenturyTel/Embarq ILECs shall allow a requesting telecommunications carrier to use its pre-existing agreement as the starting point for negotiating a new agreement.

4. The CenturyTel/Embarq ILECs shall permit a requesting telecommunications carrier to extend its current agreement, regardless of whether its initial term has expired, for a period of up to three years, subject to amendment to reflect prior and future changes of law. During this period, the agreement may be terminated only via the telecommunications carrier's request unless

terminated pursuant to the agreement's "default" provisions. Such extension shall be effective upon notice to the appropriate CenturyTel/Embarq ILEC with a copy to the relevant state commission.

5. Upon the request of a telecommunications carrier, CenturyTel/Embarq shall negotiate in good faith an agreement covering the provision of interconnection arrangements, services, and/or reciprocal compensation in the service areas of CenturyTel/Embarq ILECs in two or more States. Such a multi-state generic agreement may include a separate contract with each CenturyTel/Embarq ILEC. No later than 60 days after the Merger Closing Date, CenturyTel/Embarq shall make available to any requesting telecommunications carrier a sample generic interconnection and reciprocal compensation agreement covering the CenturyTel/Embarq service areas in all CenturyTel/Embarq ILEC States. A telecommunications carrier may elect that generic agreement for any number of CenturyTel/Embarq States, with or without revisions, or it may propose a different multi-state agreement with CenturyTel/Embarq. Pricing under a multi-state generic agreement shall be established on a State-by-State basis. CenturyTel/Embarq shall not be under any obligation to enter into any multi-state arrangement for a State where it demonstrates that the arrangement is not technically feasible pursuant to federal rules, including but not limited to 47 C.F.R. 51.305. Any agreement negotiated under this Section shall be subject to the State-specific mediation, arbitration, and approval procedures of Section 252 of the Communications Act. Approval of the agreement in one State shall not be a precondition for implementation of the agreement in another State where approval has been obtained

6. In any State where CenturyTel/Embarq operates more than one ILEC and where these different ILECs charge different prices for the same facilities or functions, a requesting telecommunications carrier may choose any price charged by any CenturyTel or Embarq ILEC in the State and thereafter, all CenturyTel/Embarq ILECs in that State will make that same price available to the requesting carrier for the same facility or function.

Special Access

1. No CenturyTel/Embarq ILEC may increase the rate¹ applicable to any special access service, including but not limited to DS1 and DS3 private line services, that it provides in the CenturyTel/Embarq in-region territory above the rate in effect for such service as of the Merger Closing Date.²

¹ The term "rate" as used in this condition includes, but is not limited to, any and all discounts, credits, and other plans, factors, mechanisms, and calculations by which the price that a customer pays for that service is determined.

² If necessary to satisfy this condition, each CenturyTel/Embarq ILEC shall extend the term and/or expiration date of a contract tariff, term discount, or similar rate or credit plan that expires during the effective period of this merger commitment for the remaining effective period of this merger commitment, but only where requested by the specific customer subscribing to that contract tariff, term discount, or similar rate or credit plan prior to its expiration date. With respect to any amendments necessary to satisfy this condition, the CenturyTel/Embarq ILEC shall neither demand nor require any changes to the contract tariff, term discount, or similar rate or credit plan other than the extension of the term and/or expiration date applicable thereto.

2. No CenturyTel/Embarq ILEC will provide special access offerings to its affiliates that are not available to non-affiliated special access customers on the same terms and conditions.