

### Further Commitments by Frontier Communications Corp.

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 described herein. The commitments described herein shall be null and void if Frontier and Verizon 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.

#### *Broadband Deployment and Reporting*

1. Within the areas being transferred from Verizon, Frontier will offer broadband service delivering at least<sup>1</sup>:

<b>3 Mbps (download)</b>	<b>4 Mbps (download)</b>
<ul style="list-style-type: none"> <li>to at least 72% of housing units<sup>2</sup> by the end of 2011;</li> </ul>	N/A
<ul style="list-style-type: none"> <li>to at least 80% of housing units by the end of 2012;</li> </ul>	<ul style="list-style-type: none"> <li>to at least 70% of housing units by the end of 2012;</li> </ul>
<ul style="list-style-type: none"> <li>to at least 85% of housing units by the end of 2013;</li> </ul>	<ul style="list-style-type: none"> <li>to at least 75% of housing units by the end of 2013;</li> </ul>
N/A	<ul style="list-style-type: none"> <li>to at least 80% of housing units by the end of 2014;</li> </ul>
N/A	<ul style="list-style-type: none"> <li>to at least 85% of housing units by the end of 2015.</li> </ul>

In all such areas built after the Transaction Closing Date, the broadband service provided to housing units counted to meet the specified percentage of housing units above will also

<sup>1</sup> As used herein, all speeds are the actual data throughput delivered between the network interface unit (NIU) located at the end-user's premises and the service provider Internet gateway that is the shortest administrative distance from that NIU.

<sup>2</sup> As used herein, a housing unit is a house, an apartment, a mobile home, a group of rooms, or a single room that is occupied (or if vacant, is intended for occupancy) as separate living quarters.

deliver at least 1 Mbps (upload). Frontier will offer these services to both residential and small business users.

2. Frontier is committed to meeting the broadband needs of the anchor institutions within the areas that are being transferred from Verizon, helping to satisfy the National Broadband Plan's objective that every American community should have affordable access to at least 1 gigabit per second broadband service to anchor institutions such as schools, hospitals and government buildings. Frontier will be partnering with the State of West Virginia as it deploys fiber to anchor institutions under a grant from the Broadband Technology Opportunity Program. Frontier anticipates that the experience it gains from that project will help it better address the needs of other anchor institutions throughout its footprint. In addition, as part of establishing a management structure centered on local and regional General Managers that focus on customers and service delivery, Frontier will proactively contact anchor institutions – especially those that may be unserved or underserved – such as schools, government agencies, and major health care facilities, in the acquired service areas to identify opportunities for deploying a fiber solution to these anchor institutions consistent with their needs. Frontier will provide training to its General Managers with respect to the Schools and Libraries and Rural Health Care support mechanisms so that they can proactively help anchor institutions leverage those sources of support. The Regional Managers will spearhead an Anchor Tenant Initiative. Frontier's local and regional sales teams will include anchor institutions as target customers, especially those that may be unserved or underserved.
3. Beginning on February 1, 2011, for data as of December 31, 2010, and every six months thereafter (*i.e.*, August 1 for data as of the end of June and February 1 for data as of the end of December) through February 1, 2016, Frontier will provide the Wireline Competition Bureau with a report of the percentage of housing units within the areas being transferred from Verizon to which Frontier offers broadband services capable of delivering at least 3 Mbps (download), and broadband services capable of delivering at least 4 Mbps (download).
  - a. For each report, Frontier will prepare and retain the following data by wire center such that it may be audited by the Commission:
    - i. the location of each DSLAM in the areas being transferred from Verizon to Frontier by V&H coordinate or latitude/longitude; and
    - ii. shapefiles for each such DSLAM describing:
      1. the area served by that DSLAM in which Frontier offers broadband service delivering at least 3 Mbps (download);
      2. the area served by that DSLAM in which Frontier offers broadband service delivering at least 4 Mbps (download); and
      3. the area served by that DSLAM in which Frontier offers broadband services delivering at least 1 Mbps (upload).

In developing these shapefiles, Frontier will use the road network rather than aerial distances when determining distances of housing units from a DSLAM.

The US Census 2009 TIGER line files<sup>3</sup> for roads is one acceptable data source.

- iii. the number of housing units within the area served by each DSLAM at each relevant speed threshold as identified by:
    1. geo-coding the service addresses of each housing unit to which Frontier can provide service in the served area in an open-API interface (e.g., <http://openaddresses.org/>); or
    2. utilizing a random or uniform distribution of housing units on non-highway road segments utilizing a source for street segments mutually acceptable to Frontier and the Commission. The US Census 2009 TIGER line files for roads is one mutually acceptable source for street segments.
    3. In the absence of geocoded service addresses of housing units, Frontier will use a consistent methodology for allocating housing units within a Census Block between served and unserved areas and between areas within and outside a particular wire center, and maintain an explanation of that methodology. For example, if Frontier is using a uniform distribution, Frontier will sum the linear miles of road segments within the coverage area in that Census Block and sum the total linear miles of road segments within the Census Block for those areas not containing housing unit point location data, and the percent of linear miles within the coverage area in that Census Block would be the same as the percent of housing units within the coverage area in that Census Block.
  - b. In assessing Frontier's progress towards achieving the benchmarks set forth in Commitment 1, Frontier and the Commission will calculate the percentage of housing units served at the relevant speed threshold within the areas being transferred from Verizon to Frontier as follows:
    - i. dividing the number of housing units identified within the total of all DSLAM footprints from 3.a.ii and 3.a.iii above by
    - ii. the total number of housing units in the areas being transferred from Verizon to Frontier. In determining the total number of housing units in each area, Frontier and the Commission will rely exclusively on the output of the 2000 and/or 2010 Census, depending on availability, and any relevant updates for the purpose of determining the number of housing units within the Frontier service area, or a mutually agreeable commercially available data source.
4. Frontier will target any available new broadband USF funding to areas not served by competitors. Subject to appropriate confidentiality protections, beginning on March 31, 2011, for data as of the end of the previous December, and each year thereafter through

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<sup>3</sup> <http://www.census.gov/geo/www/tiger>.

March 31, 2016, for the areas transferred from Verizon, Frontier will report to the Wireline Competition Bureau the number of housing units by state to which Frontier has extended broadband service of at least 3 Mbps (download) and 1 Mbps (upload) and of at least 4 Mbps (download) and 1 Mbps (upload) that, to the best of Frontier's knowledge, are located in wire centers that lacked a terrestrial broadband service as of the Transaction Closing Date.

5. Subject to appropriate confidentiality protections, Frontier will provide the Commission, upon request, periodic reports on its broadband adoption initiatives.
6. Frontier will work cooperatively with the Commission to facilitate the Commission's efforts to develop and implement a meaningful and fair broadband speed evaluation.

*OSS*

*13 States (i.e., other than West Virginia)*

7. Orders will be processed in compliance with federal and state law, as well as the terms of applicable interconnection agreements.
8. If, within three years after the Transaction Closing Date, Frontier plans to transition from any of the support systems transferred from Verizon to Frontier's legacy systems, or to any new systems, subject to appropriate confidentiality protections, Frontier will prepare and submit a detailed operations support system ("OSS") integration plan to the Wireline Competition Bureau, and the state commission of any affected state. Frontier's integration plan will describe the OSS to be replaced, the surviving OSS, and why the change is being made. The OSS integration plan will describe Frontier's previous experience with integrating the OSS in other jurisdictions, specifying any problems that occurred in that integration process and what has been done to avert those problems in the planned transition for the affected states. Frontier's OSS integration plan also will identify planned contingency actions in the event of Frontier encountering a difficulty, as part of the system integration process. The integration plan submitted by Frontier will be prepared by information technology professionals with detailed experience and knowledge regarding the systems integration process and requirements. Frontier also will commit to provide this OSS integration plan to the Wireline Competition Bureau and commission of any affected state no less than 180 days prior to implementing the system transition, subject to appropriate confidentiality protections.
9. At least 180 days before transition of any of the support systems transferred from Verizon that support wholesale services to any other wholesale operations support systems, Frontier will file its proposed transition plan with the Commission, as described in Commitment 8, above and seek input from CLECs on any changes in wholesale functionality or e-bonding.
10. Prior to discontinuing any portion of the maintenance services provided under the Verizon Software License Agreement, if other than through a transition as described in Commitment

8, above, subject to appropriate confidentiality protections, Frontier will file a notice with the FCC of its intent to do so at least 180 days prior to discontinuing that portion of the maintenance services provided under the Verizon Software License Agreement, and will certify that Frontier has conducted a review and has concluded that the discontinued portions of the agreement are either no longer necessary, or Frontier has obtained an alternative source for those maintenance services. Frontier will not discontinue maintenance services that remain necessary, or for which Frontier does not have an alternative source. Frontier's notice will describe the maintenance services to be discontinued, and why the change is being made. Frontier will also identify planned contingency actions in the event of Frontier encountering a difficulty, as part of the discontinuance of those portions of maintenance service provided under the Verizon Software License Agreement. This paragraph shall apply for the lesser of three years from the Transaction Closing Date or as long as Frontier is obtaining OSS maintenance services from Verizon pursuant to the Verizon Software License Agreement.

11. Following the Transaction Closing Date, in the areas transferred from Verizon, Frontier will (1) continue to provide the monthly reports of wholesale performance metrics that Verizon 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 Verizon, including but not limited to those applicable under Performance Assurance Plans and Carrier-to-Carrier Guidelines; (3) continue to provide the performance reports that Verizon currently provides to wholesale customers under the Joint Partial Settlement Agreement, effective March 2008, for California, Indiana, North Carolina, Ohio, Oregon and Washington ("Joint Partial Settlement Agreement");<sup>4</sup> and (4) provide the performance reports that Verizon currently provides to existing wholesale customers to any new entrants in the legacy Verizon territory in the 13 affected States.
12. In the areas transferred from Verizon, Frontier will maintain wholesale functionality, performance and e-bonding at a level that is at least comparable to what Verizon is providing prior to the close of the transaction. Frontier will maintain the following service metrics on a quarterly basis, separately for each state (other than Arizona, California and Nevada, which would be reported as a group), except as noted below:
  - Pre-Ordering – Average response time to pre-order queries calculated in seconds, which measures the number of seconds from Frontier's receipt of a query from a CLEC to the time Frontier returns the requested data to the CLEC; this would be reported for all areas transferred from Verizon in aggregate;
  - Ordering – The percentage of orders electronically submitted resale and UNE orders confirmed within the following timeframes:

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<sup>4</sup> [http://www22.verizon.com/wholesale/attachments/east-perf\\_meas/CA\\_FL\\_IN\\_NC\\_OH\\_JPSA\\_BLACKLINE.doc](http://www22.verizon.com/wholesale/attachments/east-perf_meas/CA_FL_IN_NC_OH_JPSA_BLACKLINE.doc).

	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 and the average of by how many days the appointment was missed, Average Delay Days; this will be 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 7 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 7 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; and
- Carrier Service Center – Average Speed of Answer, the average time it takes Frontier’s local customer service center(s) to answer a repair or ordering call. This would be reported for all areas transferred from Verizon in aggregate.

For the above-described metrics, Frontier 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 March 2010 (*i.e.*, from March 2009 through February 2010). Frontier will maintain service at a level that is no worse than the benchmark value, 90 percent of the time over four consecutive quarters beginning with the Transaction Closing Date, excluding instances in which the base universe number of events being evaluated (*i.e.*, the denominator) is twenty or less.

13. In the areas transferred from Verizon, Frontier 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 will continue the CLEC User Forum process following the transition or cutover date. Frontier will provide the wholesale carriers training and education on any wholesale operations support systems implemented by Frontier after closing without charge to the wholesale carrier.

14. In the areas transferred from Verizon, Frontier 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 the Transaction Closing Date shall be monthly, and thereafter, as 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.
15. Frontier 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.
16. No Verizon wholesale service offered to competitive carriers as of the Transaction Closing Date will be discontinued for one year after the Transaction Closing Date, except as approved by the appropriate state commission or the Federal Communications Commission.
17. In the areas transferred from Verizon, Frontier will not seek to recover through wholesale service rates one-time transfer, branding or transaction costs. Frontier will hold wholesale customers harmless for increases in overall management costs incurred by Frontier that result from the transaction.
18. In the areas transferred from Verizon that are rural telephone companies, Frontier will not assert that it is exempt from Section 251(c) obligations pursuant to Section 251(f)(1).

#### West Virginia

19. Orders will be processed in compliance with federal and state law, as well as the terms of applicable interconnection agreements.
20. In the West Virginia areas being transferred from Verizon, Frontier will implement OSS, including e-bonding and the Synchronoss Front End system, at a level that is functionally comparable to what Verizon is providing prior to closing of the subject transaction.
21. Frontier WV will continue to make available to each wholesale carrier the types of information that Verizon West Virginia 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 WV will continue the CLEC User Forum process following closing. Frontier WV will provide wholesale carriers

training and education on the wholesale operations support systems implemented by Frontier WV after closing without charge to the wholesale carrier.

22. Frontier WV will maintain a Change Management Process (“CMP”) similar to Verizon West Virginia’s current process, including CMP meetings the frequency of which for the first twelve months from the Transaction Closing Date shall be monthly, and thereafter, as agreed upon by the parties.
23. Frontier WV will continue to comply with Verizon WV’s obligations under the C2C Guidelines and Performance Assurance Plan (“PAP”). Following the closing, Frontier shall continue to provide the monthly reports of wholesale performance metrics (CLEC PAP) that Verizon provides as of closing of the transaction and provide access to these metrics to FCC and state commission staff and the West Virginia Consumer Advocate Division.
24. Frontier WV will ensure that the 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.
25. No Verizon wholesale service offered to competitive carriers as of the Transaction Closing Date will be discontinued for one year after the Transaction Closing Date, except as approved by the West Virginia Commission or the Federal Communications Commission, as appropriate.
26. Frontier WV will not seek to recover through wholesale service rates one-time transfer, branding or transaction costs. Frontier WV will hold wholesale customers harmless for increases in overall management costs incurred by Frontier that result from the transaction.
27. Frontier will not move or reclassify any exchanges or wire centers currently located in Verizon West Virginia’s legacy service area so as to be included in Frontier’s pre-transaction West Virginia study area in order to take advantage of the rural exemption provided under Section 251(f)(1).

*Other*

28. Frontier will honor all obligations under Verizon ILEC’s current interconnection agreements, wholesale tariffs, and other existing wholesale arrangements that are in effect at closing. In the areas being transferred from Verizon, Frontier will assume those interconnection agreements between Verizon and other carriers that relate to service wholly within the new Frontier areas. Verizon interconnection agreements relating in part to service outside of those states will need to be modified to apply to Frontier and the other party in the respective states only, or those agreements will be replicated by Frontier with respect to one or more of the affected states, following discussion with, and required notice to, the affected parties. In the latter cases, Frontier will offer to put in place new interconnection agreements on

substantially the same terms and conditions, so as not to disrupt existing arrangements. As part of this obligation, Frontier will continue to adhere to Verizon's Statement of Rates for Unbundled Network Elements.

29. In the areas to be transferred from Verizon, Frontier will adjust pro rata the revenue and volume thresholds with respect to both retail enterprise and wholesale customers provided for in agreements to be assigned to or entered into by Frontier or tariffs to be concurred in and then adopted by Frontier, without any change in rates and charges or other terms and conditions, so that such volume pricing terms will in effect exclude volume requirements from states outside of the affected states. Frontier will amend its tariffs or satisfy other filing requirements and amend customer agreements as may be necessary to restate the applicable volume commitments.