



Schedule of Exhibits

FILED

3-22-17

Exhibit A*	CenturyLink Operating Entities' California Revenue and Customer Counts
Exhibit B*	Level 3 Operating Entities' California Revenue and Customer Counts
Exhibit C	Certificates of Good Standing for the Level 3 Operating Entities
Exhibit D	The Level 3 Operating Entities Management Teams
Exhibit E	Certificates of Formation for CenturyLink, Inc.
Exhibit F	Certificates of Good Standing for the CenturyLink Operating Entities
Exhibit G	CenturyLink Management Team
Exhibit H	Pre- and Post-Transaction Corporate Organizational Charts
Exhibit I*	CenturyLink and Level 3 Cap-X Investments in California
Exhibit J*	CenturyLink and Level 3 Fiber Routes in California
Exhibit K*	CenturyLink and Level 3 Fiber Route Miles and On-Net Buildings
Exhibit L*	Level 3 Operating Entities Verification and Affidavit (Pursuant to D.13-05-035)
Exhibit M*	CenturyLink Verification and Affidavit (Pursuant to D.13-05-035) (Parts of Attachment B only are designated as Confidential)

* Confidential and Proprietary per General Order 66-C, Section 2.2(b); Public Utilities Code Section 583 and the accompanying Motion to File Under Seal

Confidential Exhibit A

Confidential Exhibit A
Joint Application for Transfer of Control of Level 3 Operating Entities
Annual California Revenue and Customer Counts

Operating Company	Annual California Intrastate Revenue (2015)	Customers (as of 12/31/15)
CenturyLink Communications	\$ [REDACTED]	[REDACTED]
CenturyLink Public Communications	\$ [REDACTED]	[REDACTED]
CenturyTel of Oregon	\$ [REDACTED]	[REDACTED]
CenturyLink Total	\$ [REDACTED]	[REDACTED]

Confidential Exhibit B

Confidential Exhibit B
Joint Application for Transfer of Control of Level 3 Operating Entities
Annual California Revenue, Customer Counts and Employees

Operating Company	Annual California Intrastate Revenue (2015)	Customers (as of 12/31/15)
Broadwing Communications	\$ [REDACTED]	[REDACTED]
Global Crossing Local Services	\$ [REDACTED]	[REDACTED]
Global Crossing Telecomm	\$ [REDACTED]	[REDACTED]
IP Networks	\$ [REDACTED]	[REDACTED]
Level 3 Communications	\$ [REDACTED]	[REDACTED]
Level 3 Telecom of California	\$ [REDACTED]	[REDACTED]
WilTel Communications	\$ [REDACTED]	[REDACTED]
Level 3 Total	\$ [REDACTED]	[REDACTED]

Level 3 California Employees	[REDACTED]
-------------------------------------	------------

Customers	
Enterprise	[REDACTED]
Carrier	[REDACTED]
Total	[REDACTED]

Exhibit C

Exhibit C

Joint Application for Transfer of Control of Level 3 Operating Entities

State of California

Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: BROADWING COMMUNICATIONS, LLC

REGISTERED IN CALIFORNIA AS: BROADWING COMMUNICATIONS, LLC

FILE NUMBER: 200307910163
REGISTRATION DATE: 03/18/2003
TYPE: FOREIGN LIMITED LIABILITY COMPANY
JURISDICTION: DELAWARE
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is qualified to
transact intrastate business in the State of California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal
of the State of California this day of
March 17, 2017.

ALEX PADILLA
Secretary of State

CMH

Exhibit C

Joint Application for Transfer of Control of Level 3 Operating Entities

State of California

Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: LEVEL 3 COMMUNICATIONS, LLC

REGISTERED IN CALIFORNIA AS: LEVEL 3 COMMUNICATIONS, LLC

FILE NUMBER: 199734210095
REGISTRATION DATE: 12/08/1997
TYPE: FOREIGN LIMITED LIABILITY COMPANY
JURISDICTION: DELAWARE
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is qualified to
transact intrastate business in the State of California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal
of the State of California this day of
March 17, 2017.

ALEX PADILLA
Secretary of State

CMH

Exhibit C

Joint Application for Transfer of Control of Level 3 Operating Entities

State of California

Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: LEVEL 3 TELECOM OF CALIFORNIA, LP

REGISTERED IN CALIFORNIA AS: LEVEL 3 TELECOM OF CALIFORNIA, LP

FILE NUMBER: 199310400002
REGISTRATION DATE: 04/13/1993
TYPE: FOREIGN LIMITED PARTNERSHIP
JURISDICTION: DELAWARE
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is qualified to
transact intrastate business in the State of California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal
of the State of California this day of
March 17, 2017.

ALEX PADILLA
Secretary of State

CMH

Exhibit C

Joint Application for Transfer of Control of Level 3 Operating Entities

State of California

Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: WILTEL COMMUNICATIONS, LLC

REGISTERED IN CALIFORNIA AS: WILTEL COMMUNICATIONS, LLC

FILE NUMBER: 200524510051
REGISTRATION DATE: 08/30/2005
TYPE: FOREIGN LIMITED LIABILITY COMPANY
JURISDICTION: DELAWARE
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is qualified to
transact intrastate business in the State of California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal
of the State of California this day of
March 20, 2017.

ALEX PADILLA
Secretary of State

CMH

Exhibit C

Joint Application for Transfer of Control of Level 3 Operating Entities

State of California

Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

GLOBAL CROSSING LOCAL SERVICES, INC.

FILE NUMBER: C1955541
REGISTRATION DATE: 12/19/1995
TYPE: FOREIGN CORPORATION
JURISDICTION: MICHIGAN
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is qualified to
transact intrastate business in the State of California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of March 17, 2017.

ALEX PADILLA
Secretary of State

Exhibit C

Joint Application for Transfer of Control of Level 3 Operating Entities

State of California

Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

GLOBAL CROSSING TELECOMMUNICATIONS, INC.

FILE NUMBER: C1645771
REGISTRATION DATE: 07/31/1989
TYPE: FOREIGN CORPORATION
JURISDICTION: MICHIGAN
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is qualified to
transact intrastate business in the State of California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of March 17, 2017.

A handwritten signature in black ink, appearing to read "Alex Padilla".

ALEX PADILLA
Secretary of State

Exhibit C

Joint Application for Transfer of Control of Level 3 Operating Entities

State of California

Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

IP NETWORKS, INC.

FILE NUMBER: C2747476
REGISTRATION DATE: 05/06/2005
TYPE: FOREIGN CORPORATION
JURISDICTION: DELAWARE
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is qualified to
transact intrastate business in the State of California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of March 17, 2017.

ALEX PADILLA
Secretary of State

Exhibit D

Exhibit D
Joint Application for Transfer of Control of Level 3 Operating Entities
Level 3 Management

Level 3 Communications, Inc. Directors

Jeff K. Storey	Spencer B. Hays
General Kevin P. Chilton	Michael J. Mahoney
Steven T. Clontz	Kevin W. Mooney
Admiral James O. Ellis, Jr.	Peter Seah Lim Huat
Irene M. Esteves	Peter van Oppen
T. Michael Glenn	

Level 3 Communications, Inc. Officers

Jeff K. Storey, President and Chief Executive Officer
Sunit Patel, Executive Vice President and Chief Financial Officer
Hector Alonso, Regional President, Latin America
Anthony Christie, Chief Marketing Officer
Andrew Crouch, Regional President, EMEA and Global Accounts Management Division
Andrew Dugan, Chief Technology Officer
Laurinda Pang, Regional President, North America and Asia Pacific
John Ryan, Chief Legal Officer, Executive Vice President and Secretary
Atilla Tinic, Chief Information Officer

See link for further details on L3 Management Team: <http://www.level3.com/en/about-us/management-team/>

Broadwing Communications, LLC Management

John Ryan, Manager, Executive Vice President, Chief Legal Officer & Secretary
Jeff K. Storey, Manager, President & Chief Executive Officer
Dan Dolan, Vice President
Neil Eckstein, Senior Vice President, Assistant General Counsel & Assistant Secretary
Samantha Leapley, Vice President
Lon A. Licata, Senior Vice President
Rafael Martinez Chapman, Senior Vice President & Treasurer
John McCarthy, Vice President
Ryan Mcmanis, Vice President
Michael J. Mooney, Senior Vice President
Eric J. Mortensen, Senior Vice President & Controller
Sunit S. Patel, Executive Vice President & Chief Financial Officer
Douglas Richards, Senior Vice President
Dwight E. Steiner, Vice President
David Wier, Vice President

Global Crossing Local Services, Inc. Management

John Ryan, Director, Executive Vice President, Chief Legal Officer & Secretary
Jeff K. Storey, Director, President
Dan Dolan, Vice President
Neil Eckstein, Senior Vice President, Assistant General Counsel & Assistant Secretary
Samantha Leapley, Vice President
Rafael Martinez Chapman, Senior Vice President & Treasurer
John McCarthy, Vice President
Ryan Mcmanis, Vice President
Michael J. Mooney, Senior Vice President
Eric J. Mortensen, Senior Vice President & Controller
Sunit S. Patel, Executive Vice President & Chief Financial Officer
Douglas Richards, Senior Vice President
Dwight E. Steiner, Vice President
David Wier, Vice President

Global Crossing Telecommunications, Inc. Management

John Ryan, Director, Executive Vice President, Chief Legal Officer & Secretary
Jeff K. Storey, Director, President
Gary Black, Jr., Vice President – Carrier Relations
Dan Dolan, Vice President
Neil Eckstein, Senior Vice President, Assistant General Counsel & Assistant Secretary
Samantha Leapley, Vice President
Lon A. Licata, Senior Vice President
Rafael Martinez Chapman, Senior Vice President & Treasurer
John McCarthy, Vice President
Ryan Mcmanis, Vice President
Michael J. Mooney, Senior Vice President
Eric J. Mortensen, Senior Vice President & Controller
Ric Padilla, Senior Vice President - Procurement
Sunit S. Patel, Executive Vice President & Chief Financial Officer
Douglas Richards, Senior Vice President
Mike Riederer, Senior Vice President – Access Management
Dwight E. Steiner, Vice President
David Wier, Vice President

Level 3 Communications, LLC Management

John Ryan, Manager, Executive Vice President, Chief Legal Officer & Secretary
Jeff K. Storey, Manager, President & Chief Executive Officer
Dan Dolan, Vice President
Neil Eckstein, Senior Vice President Chief Ethics & Compliance Officer
Samantha Leapley, Vice President
Lon A. Licata, Senior Vice President
Rafael Martinez Chapman, Senior Vice President & Treasurer
John McCarthy, Vice President

Ryan Mcmanis, Vice President
Eric J. Mortensen, Senior Vice President & Controller
Sunit S. Patel, Executive Vice President & Chief Financial Officer
Douglas Richards, Senior Vice President
Dwight E. Steiner, Vice President
David Wier, Vice President

Level 3 Telecom of California, LP Management

John Ryan, Manager, Executive Vice President, Chief Legal Officer & Secretary
Jeff K. Storey, Manager, President & Chief Executive Officer
Dan Dolan, Vice President
Neil Eckstein, Senior Vice President, Assistant General Counsel & Assistant Secretary
Samantha Leapley, Vice President
Lon A. Licata, Senior Vice President
Rafael Martinez Chapman, Senior Vice President & Treasurer
John McCarthy, Vice President
Ryan Mcmanis, Vice President
Michael J. Mooney, Senior Vice President
Eric J. Mortensen, Senior Vice President & Controller
Ric Padilla, Senior Vice President
Sunit S. Patel, Executive Vice President & Chief Financial Officer
Douglas Richards, Senior Vice President
Dwight E. Steiner, Vice President
David Wier, Vice President

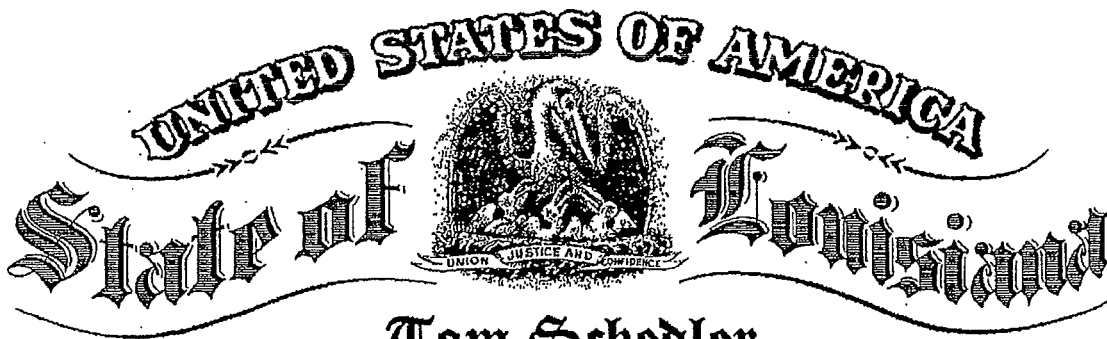
WilTel Communications, LLC Management

John Ryan, Manager, Executive Vice President, Chief Legal Officer & Secretary
Jeff K. Storey, Manager, President & Chief Executive Officer
Dan Dolan, Vice President
Neil Eckstein, Senior Vice President, Assistant General Counsel & Assistant Secretary
Samantha Leapley, Vice President
Lon A. Licata, Senior Vice President
Rafael Martinez Chapman, Senior Vice President & Treasurer
John McCarthy, Vice President
Ryan Mcmanis, Vice President
Michael J. Mooney, Senior Vice President
Eric J. Mortensen, Senior Vice President & Controller
Sunit S. Patel, Executive Vice President & Chief Financial Officer
Douglas Richards, Senior Vice President
Dwight E. Steiner, Vice President
David Wier, Vice President

IP Networks, Inc. Management

John Ryan, Director, Executive Vice President, Chief Legal Officer & Secretary
Jeff K. Storey, Director, President & Chief Executive Officer
Dan Dolan, Vice President
Neil Eckstein, Senior Vice President, Assistant General Counsel & Assistant Secretary
Samantha Leapley, Vice President
Lon A. Licata, Senior Vice President
Rafael Martinez Chapman, Senior Vice President & Treasurer
John Joseph McCarthy, Vice President
Ryan Mcmanis, Vice President
Michael J. Mooney, Senior Vice President
Eric J. Mortensen, Senior Vice President & Controller
Sunit S. Patel, Executive Vice President & Chief Financial Officer
Douglas Richards, Senior Vice President
Dwight E. Steiner, Vice President
David Wier, Vice President

Exhibit E



Tom Schedler

SECRETARY OF STATE

As Secretary of State of the State of Louisiana I do hereby Certify that

a copy of Restated Articles of Incorporation of

CENTURYLINK, INC.

Domiciled at MONROE, LOUISIANA,

Was filed and recorded in this Office on May 23, 2012.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

May 23, 2012

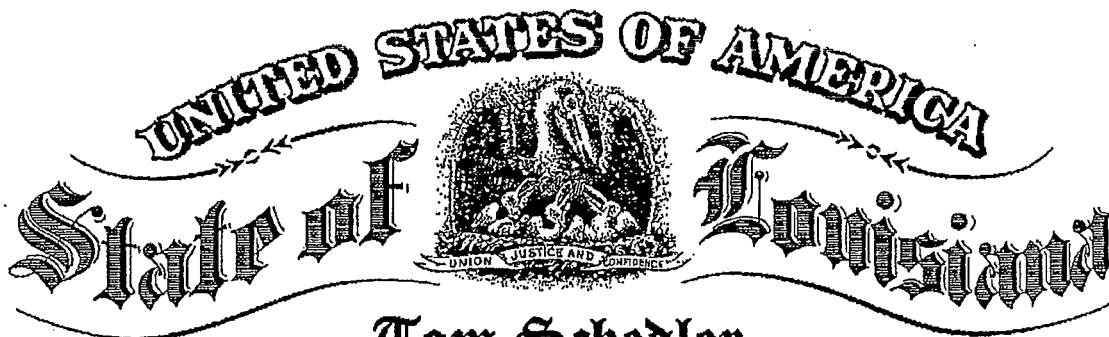
Secretary of State

LC 28207600D



Certificate ID: 10276208#3N83

To validate this certificate, visit the following web site, go to **Commercial Division, Certificate Validation**, then follow the instructions displayed.
www.sos.louisiana.gov



Tom Schedler
SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that

the attached document(s) of

CENTURYLINK, INC.

are true and correct and are filed in the Louisiana Secretary of State's Office.
40843213 Restated Amendment 05/23/2012 22 pages

In testimony whereof, I have hereunto set my
hand and caused the Seal of my Office to be
affixed at the City of Baton Rouge on,

May 23, 2012

Secretary of State

LC 28207600D



Certificate ID: 10276209#B4P83

To validate this certificate, visit the following
web site, go to **Commercial Division**,
Certificate Validation, then follow the
instructions displayed.

www.sos.louisiana.gov

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**
of
CENTURYLINK, INC.
(a Louisiana corporation)

The undersigned corporation (the "Corporation"), acting through Stacey W. Goff, its Executive Vice President, Secretary and General Counsel, and by authority of its Board of Directors, does hereby certify as of May 23, 2012 that:

FIRST: The Amended and Restated Articles of Incorporation set forth in Paragraph Fifth below accurately set forth the articles of incorporation of the Corporation and all amendments thereto in effect on the date hereof, including the changes made in the manner described in Paragraph Fourth below.

SECOND: All such amendments have been effected in conformity with law.

THIRD: The date of incorporation of the Corporation was April 30, 1968. These Amended and Restated Articles of Incorporation have been duly executed and delivered, effective as of 10:00 a.m. central time, on May 23, 2012.

FOURTH: On February 21, 2012, the Board of Directors of the Corporation, at a duly-convened meeting, unanimously adopted resolutions to amend and restate the Corporation's articles of incorporation to (i) increase the number of authorized shares of the Corporation's Common Stock (the "Share Increase Amendment") and (ii) declassify the Board of Directors (the "Declassification Amendment"), subject to the approval of such amendments by the Corporation's shareholders. On May 23, 2012, the shareholders of the Corporation, at a duly-convened annual meeting of shareholders at which there was present or duly represented a quorum of the holders of the Corporation's total voting power, approved the Share Increase Amendment by casting 497,291,172 affirmative votes and 50,080,656 negative votes, excluding 2,074,678 votes held by holders who abstained from voting, and approved the Declassification Amendment by casting 418,348,477 affirmative votes and 4,703,664 negative votes, excluding 1,291,437 votes held by holders who abstained from voting. Pursuant to these proceedings, the Corporation's articles of incorporation have been modified to (i) amend paragraph A of Article III to increase the number of authorized shares of the Corporation's Common Stock from 800 million to 1.6 billion to reflect the Share Increase Amendment, (ii) amend Sections A, B and C of Article IV to provide for the annual election of directors pursuant to the Declassification Amendment and (iii) amend and restate the articles of incorporation to reflect all amendments effected since July 1, 2009 (including, but not limited to, the Share Increase Amendment and the Declassification Amendment).

FIFTH: The Amended and Restated Articles of Incorporation of the Corporation are as follows:

Exhibit E

ARTICLE I

Name

The name of this Corporation is CenturyLink, Inc.

ARTICLE II

Purpose

The purpose of the Corporation is to engage in any lawful activity for which corporations may be formed under the Business Corporation Law of Louisiana.

ARTICLE III

Capital

A. Authorized Stock. The Corporation shall be authorized to issue an aggregate of 1.602 billion shares of capital stock, of which 1.6 billion shares shall be Common Stock, \$1.00 par value per share, and two million shares shall be Preferred Stock, \$25.00 par value per share.

B. Preferred Stock. (1) The Preferred Stock may be issued from time to time in one or more series.

(2) In respect to any series of Preferred Stock, the Board of Directors is hereby authorized to fix or alter the dividend rights, dividend rates, conversion rights, voting rights, rights and terms of redemption (including sinking fund provisions), the redemption price or prices, and the liquidation preferences of any wholly unissued series of Preferred Stock, and the number of shares constituting any such series and the designation thereof, or any of them; and to increase or decrease the number of shares of any series subsequent to the issue of shares of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series. In addition thereto the Board of Directors shall have such other powers with respect to the Preferred Stock and any series thereof as shall be permitted by applicable law.

(3) No full dividend for any quarterly dividend period may be declared or paid on shares of any series of Preferred Stock unless the full dividend for that period shall be concurrently declared or paid on all series of Preferred Stock outstanding in accordance with the terms of each series. If there are any accumulated dividends accrued or in arrears on any share of any series of Preferred Stock those dividends shall be paid in full before any full dividend shall be paid on any other series of Preferred Stock. If less than a full dividend is to be paid, the amount of the dividend to be distributed shall be divided among the shares of Preferred Stock for which dividends are accrued or in arrears in proportion to the aggregate amounts which would be distributable to those holders

of Preferred Stock if full cumulative dividends had previously been paid thereon in accordance with the terms of each series.

C. Voting Rights of Common Stock. Each outstanding share of Common Stock entitles the holder thereof to one vote with respect to each matter properly submitted to the shareholders of the Corporation for their vote, consent, waiver, release or other action.

D. Non-Assessability; Transfers; Pre-emptive Rights. The stock of this Corporation shall be fully paid and non-assessable when issued and shall be personal property. No transfer of such stock shall be binding upon this Corporation unless such transfer is made in accordance with these Articles and the by-laws of this Corporation and duly recorded in the books thereof. No stockholder shall have any pre-emptive right to subscribe to any or all additions to the stock of this Corporation.

E. Series L Preferred Stock. The Corporation's 5% Cumulative Convertible Series L Preferred Stock ("Series L Shares") shall consist of 325,000 shares of Preferred Stock having the preferences, limitations and relative rights set forth below.

(1) Voting Rights. Holders of the Series L Shares shall be entitled to cast one vote per share, voting with holders of shares of Common Stock and with holders of other series of voting preferred stock as a single class, on any matter to come before a meeting of the shareholders, except with respect to the casting of ballots on those matters as to which holders of Preferred Stock or a particular series thereof are required by law to vote separately.

(2) Rank. The Series L Shares shall, with respect to dividend rights and rights upon liquidation, dissolution and winding up, rank prior to the Common Stock. All equity securities of the Corporation to which the Series L Shares rank prior, whether with respect to dividends or upon liquidation, dissolution or winding-up or otherwise, including the Common Stock, are collectively referred to herein as the "Junior Securities;" all equity securities of the Corporation with which the Series L Shares rank *pari passu* are collectively referred to herein as the "Parity Securities"; and all other equity securities of the Corporation (other than any convertible debt securities) to which the Series L Shares rank junior are collectively referred to herein as the "Senior Securities." The preferences, limitations and relative rights of the Series L Shares shall be subject to the preferences, limitations and relative rights of the Junior Securities, Parity Securities and Senior Securities issued after the Series L Shares are issued.

(3) Dividends.

(a) The holders of record of the Series L Shares shall be entitled to receive, when, as and if declared by the Board of Directors out of funds of the Corporation legally available therefor, an annual cash dividend of \$1.25 on each Series L Share, payable quarterly on each March 31, June 30, September 30 and December 31 on which any Series L

Exhibit E

Shares shall be outstanding (each a "Dividend Due Date"), commencing on the first such date following the issuance of the Series L Shares. Dividends on each Series L Share shall accrue and be cumulative from and after the date of issuance of such Series L Share and dividends payable for any partial quarterly period shall be calculated on the basis of a year of 360 days consisting of twelve 30-day months. Dividends shall be payable to the holders of record as they appear on the Corporation's stock transfer books at the close of business on the record date for such payment, which the Board of Directors shall fix not more than 60 days or less than 10 days preceding a Dividend Due Date. Holders of the Series L Shares shall not be entitled to any dividends, whether paid in cash, property or stock, in excess of the cumulative dividends as provided in this paragraph (a) and shall not be entitled to any interest thereon.

(b) Unless all cumulative dividends accrued on the Series L Shares have been or contemporaneously are declared and paid or declared and a sum set apart sufficient for such payment through the most recent Dividend Payment Date, then (i) except as provided below, no dividend or other distribution shall be declared or paid or set apart for payment on any Parity Securities, (ii) no dividend or other distribution shall be declared or paid or set aside for payment upon the Junior Securities (other than a dividend or distribution paid in shares of, or warrants, rights or options exercisable for or convertible into, Junior Securities) and (iii) no Junior Securities shall be redeemed, purchased or otherwise acquired for any consideration, nor shall any monies be paid to or made available for a sinking fund for the redemption of any Junior Securities, except by conversion of Junior Securities into, or by exchange of Junior Securities for, other Junior Securities. If any accrued dividends are not paid or set apart with respect to the Series L Shares and any Parity Securities, all dividends declared with respect to the Series L Shares and any Parity Securities shall be declared pro rata on a share-by-share basis among all Series L Shares and Parity Securities outstanding at the time.

(4) Conversion.

(a) Each Series L Share shall be convertible, at any time, at the option of the holder thereof into that number of fully paid and nonassessable shares of the Common Stock obtained by dividing \$25.00 by the Conversion Price then in effect under the terms of this subsection (4). Unless and until changed in accordance with the terms of this subsection (4), the Conversion Price shall be \$41.25. In order for a holder of the Series L Shares to effect such conversion, the holder shall deliver to KeyCorp Shareholder Services, Inc., Dallas, Texas, or such other agent as may be designated by the Board of Directors as the transfer agent for the Series L Shares (the "Transfer Agent"), the certificates representing such shares in accordance with paragraph (b) below accompanied by written notice jointly addressed to the Corporation and the Transfer Agent that the

holder thereof elects to convert such shares or a specified portion thereof. Each conversion shall be deemed to have been effected immediately prior to the close of business on the date on which the certificates representing the Series L Shares being converted shall have been delivered to the Transfer Agent in accordance with each term and condition of paragraph (b) below, accompanied by the written notice jointly addressed to the Corporation and the Transfer Agent of such conversion (the "Conversion Date"), and the person or persons in whose names any certificate or certificates for shares of Common Stock shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the Common Stock represented thereby at such time. As of the close of business on the Conversion Date, the Series L Shares shall be deemed to cease to be outstanding and all rights of any holder thereof shall be extinguished except for the rights arising under the Common Stock issued in exchange therefor and the right to receive accrued and unpaid dividends on such Series L Shares through the Conversion Date on the terms specified in paragraph (c) below.

(b) In connection with surrendering to the Transfer Agent the certificates representing (or formerly representing) Series L Shares, the holder shall furnish the Transfer Agent with transfer instruments satisfactory to the Corporation and sufficient to transfer the Series L Shares being converted to the Corporation free of any adverse interest or claims. As promptly as practicable after the surrender of the Series L Shares in accordance with this paragraph and any other requirement under this subsection (4), the Corporation, acting directly or through the Transfer Agent, shall issue and deliver to such holder certificates for the number of whole shares of Common Stock issuable upon the conversion of such shares in accordance with the provisions hereof (along with any interest payment specified in paragraph (a) above and any cash payment in lieu of fractional shares specified in paragraph (d) below). Certificates will be issued for the balance of any remaining Series L Shares in any case in which fewer than all of the Series L Shares are converted. Any conversion under paragraph (a) shall be effected at the Conversion Price in effect on the Conversion Date.

(c) If the Conversion Date with respect to any Series L Share occurs after any record date with respect to the payment of a dividend on the Series L Shares (the "Dividend Record Date") and on or prior to the Dividend Due Date, then (i) the dividend due on such Dividend Due Date shall be payable to the holder of record of such share as of the Dividend Record Date and (ii) the dividend that accrues from the close of business on the Dividend Record Date through the Conversion Date shall be payable to the holder of record of such share as of the Conversion Date. Except as provided in this subsection (4), no payment or adjustment shall be made upon any conversion on account of any dividends accrued on

Series L Shares surrendered for conversion or on account of any dividends on the Common Stock issued upon conversion.

(d) No fractional interest in a share of Common Stock shall be issued by the Corporation upon the conversion of any Series L Share. In lieu of any such fractional interest, the holder that would otherwise be entitled to such fractional interest shall receive a cash payment (computed to the nearest cent) equal to such fraction multiplied by the market value of a share of Common Stock, which shall be deemed to equal the last reported per share sale price of Common Stock on the New York Stock Exchange ("NYSE") (or, if the Common Stock is not then traded on the NYSE, the last reported per share sale price on such other national securities exchange on which the Common Stock is listed or admitted to trading or, if not then listed or admitted to trading on any national securities exchange, the last quoted bid price in the over-the-counter market as reported by the National Association of Securities Dealers, Inc. Automated Quotation System ("NASDAQ"), or any similar system of automated dissemination of securities prices) on the trading day immediately prior to the Conversion Date.

(e) The Conversion Price shall be adjusted from time to time as follows:

1. If the Corporation effects any (i) dividend or other distribution upon or in redemption of the Common Stock payable in the form of shares of capital stock of the Corporation or any of its subsidiaries or in the form of any other property (other than cash dividends paid in the ordinary course), (ii) combination of outstanding shares of Common Stock into a smaller number of shares of Common Stock, (iii) split or other subdivision of outstanding shares of Common Stock into a larger number of shares of Common Stock, or (iv) reorganization, exchange or reclassification of Common Stock, or any consolidation or merger of the Corporation with another corporation, or the sale of all or substantially all of its assets to another corporation, or any other transaction effected in a manner such that holders of outstanding Common Stock shall be entitled to receive (either directly, or upon subsequent liquidation) stock, securities or other property with respect to or in exchange for Common Stock (a "Diluting Event"), then as a condition of such Diluting Event, lawful, appropriate, equitable and adequate adjustments shall be made to the Conversion Price whereby the holders of the Series L Shares shall thereafter be entitled to receive (under the same terms otherwise applicable to their receipt of the Common Stock upon conversion of the Series L Shares), in lieu of or in addition to, as the case may be, the number of shares of Common Stock issuable under this subsection (4), such shares of stock, securities or other property as

may be issued or payable with respect to or in exchange for that number of shares of Common Stock to which such holders of Series L Shares were so entitled under this subsection (4), and in any such case appropriate, equitable and adequate adjustments shall also be made to such resulting consideration in like manner in connection with any subsequent Diluting Events. It is the intention of the parties that the foregoing shall have the effect of entitling such holders of Series L Shares to receive upon the due exercise of their conversion rights under this subsection (4) such stock, securities and other property (other than cash dividends paid in the ordinary course) as such holders would have received had they held the Common Stock issuable under this subsection (4) (or any replacement or additional stock, securities or property, as applicable) on the record date of such Diluting Event.

2. No adjustment in the Conversion Price shall be required unless such adjustment would require an increase or decrease of at least 5% of such price.

3. Whenever the Conversion Price is adjusted as herein provided, the Corporation shall promptly deliver to the Transfer Agent an officer's certificate setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment, which certificate shall constitute conclusive evidence, absent manifest error, of the correctness of such adjustment. Promptly after delivery of such certificate, the Corporation shall prepare and mail a notice to each holder of Series L Shares at each such holder's last address as the same appears on the books of the Corporation, which notice shall set forth the Conversion Price and a brief statement of the facts requiring the adjustment. The failure of the Corporation to take any such action shall not invalidate any corporate action by the Corporation.

(f) The Corporation covenants that (A) all shares of Common Stock that may be issued upon conversions of Series L Shares will upon issue be duly and validly issued, fully paid and nonassessable, and free of all liens, charges or preemptive rights, and (B) it will at all times reserve and keep available, free from preemptive rights, out of the aggregate of its authorized but unissued shares of Common Stock or its issued shares of Common Stock held in its treasury, or both, for the purpose of effecting conversions of Series L Shares, the whole number of shares of Common Stock deliverable upon the conversion of all outstanding Series L Shares not theretofore converted.

(5) Liquidation Preference.

(a) Upon any voluntary or involuntary dissolution, liquidation, or winding up of the Corporation (for the purposes of this subsection (5), a "Liquidation"), the holder of each Series L Share then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders, an amount equal to \$25 per share plus all dividends (whether or not declared or due) accrued and unpaid on such share on the date fixed for the distribution of assets of the Corporation to the holders of Series L Shares. With respect to the distribution of the Corporation's assets upon a Liquidation, the Series L Shares shall rank prior to Junior Securities, *pari passu* with the Parity Securities and junior to the Senior Securities.

(b) If upon any Liquidation of the Corporation, the assets available for distribution to the holders of Series L Shares and any Parity Securities then outstanding shall be insufficient to pay in full the liquidation distributions to the holders of outstanding Series L Shares and Parity Securities in accordance with the terms of these Articles of Incorporation, then the holders of such shares shall share ratably in such distribution of assets in accordance with the amount that would be payable on such distribution if the amounts to which the holders of the Series L Shares and Parity Securities are entitled were paid in full.

(c) Neither the voluntary sale, conveyance, lease, pledge, exchange or transfer of all or substantially all the property or assets of the Corporation, the merger or consolidation of the Corporation into or with any other corporation, the merger of any other corporation into the Corporation, a share exchange with any other corporation, nor any purchase or redemption of some or all of the shares of any class or series of stock of the Corporation, shall be deemed to be a Liquidation of the Corporation for the purposes of this subsection (5) (unless in connection therewith the Liquidation of the Corporation is specifically approved).

(d) The holder of any Series L Shares shall not be entitled to receive any payment owed for such shares under this subsection (5) until such holder shall cause to be delivered to the Corporation the certificate or certificates representing such Series L Shares and transfer instruments satisfactory to the Corporation and sufficient to transfer such Series L Shares to the Corporation free of any adverse interest. No interest shall accrue on any payment upon Liquidation after the due date thereof.

(e) After payment of the full amount of the liquidating distribution to which they are entitled, the holders of Series L Shares will not be entitled to any further participation in any distribution of assets by the Corporation.

Exhibit E

(6) Preemptive Rights. The Series L Shares is not entitled to any preemptive or subscription rights in respect of any securities of the Corporation.

ARTICLE IV Directors

A. Number of Directors. The business and affairs of this Corporation shall be managed under the direction of the Board of Directors. The number of directors comprising the Board of Directors of this Corporation (exclusive of directors who may be elected by the holders of any one or more series of Preferred Stock voting separately) shall be determined from time to time by resolution adopted by the affirmative votes of both (i) 80% of the directors then in office and (ii) a majority of the Continuing Directors (as defined in Article V(D)), voting as a separate group, provided, however, that no decrease in the number of directors shall shorten the term of any incumbent director.

B. Term. All directors elected by shareholders at and after the 2012 annual meeting of shareholders shall hold office until the next annual meeting of shareholders and until their successors are duly elected and qualified. Directors whose terms do not expire at the 2012 annual meeting of shareholders shall hold office until the annual meeting for the year in which the director's term expires and until their successors are duly elected and qualified.

C. Vacancies. Except as provided in Article IV(G) hereof, any vacancy on the Board (including any vacancy resulting from an increase in the authorized number of directors or from a failure of the shareholders to elect the full number of authorized directors) may, notwithstanding any resulting absence of a quorum of directors, be filled only by the Board of Directors, acting by vote of both (i) a majority of the directors then in office and (ii) a majority of all the Continuing Directors, voting as a separate group, and any director so appointed shall serve until the next shareholders' meeting held for the election of directors and until his successor is duly elected and qualified.

D. Removal. Subject to Article IV(G) hereof and notwithstanding any other provisions of these Articles or the Bylaws of this Corporation, any director or the entire Board of Directors may be removed at any time, but only for cause, by the affirmative vote at a meeting of shareholders called for such purpose of the holders of both (i) a majority of the Total Voting Power (as defined in Article V(D) hereof) entitled to be cast by the holders of Voting Stock (as defined in Article V(D) hereof), voting together as a single class, and (ii) a majority of the Total Voting Power entitled to be cast by the Independent Shareholders (as defined in Article V(D) hereof), voting as a separate group. At the same meeting in which the shareholders remove one or more directors, a successor or successors may be elected for the unexpired term of the director or directors removed. Except as set forth in this Article, directors shall not be subject to removal.

E. Tender Offers and Other Extraordinary Transactions. In connection with the exercise of its judgment in determining what is in the best interest of the Corporation and its stockholders when evaluating a Business Combination (as defined in Article V(D) hereof) or a tender or exchange offer or a proposal by another Person or Persons to make

a tender or exchange offer, the Board of Directors of the Corporation shall consider, in addition to the adequacy of the amount to be paid in connection with any such transaction, all of the following factors and any other factors which it deems relevant: (i) the social and economic effects of the transaction on the Corporation and its subsidiaries, and their respective employees, customers, creditors and other elements of the communities in which they operate or are located, (ii) the business and financial condition and earnings prospects of the acquiring Person or Persons, including, but not limited to, debt service and other existing or likely financial obligations of the acquiring Person or Persons, and the possible effect of such conditions upon the Corporation and its Subsidiaries and the other elements of the communities in which the Corporation and its subsidiaries operate or are located, and (iii) the competence, experience and integrity of the acquiring Person or Persons and its or their management.

F. Board Qualifications.

(1) Except as otherwise provided in Article IV(G) hereof, no person shall be eligible for nomination, election or service as a director of the Corporation who shall:

(a) in the opinion of the Board of Directors fail to respond satisfactorily to the Corporation respecting any inquiry of the Corporation for information to enable the Corporation to make any certification required by the Federal Communications Commission under the Anti-Drug Abuse Act of 1988 or to determine the eligibility of such person under this Article;

(b) have been arrested or convicted of any offense concerning the distribution or possession of, or trafficking in, drugs or other controlled substances, provided that in the case of an arrest the Board of Directors may in its discretion determine that notwithstanding such arrest such persons shall remain eligible under this Article; or

(c) have engaged in actions that could lead to such an arrest or conviction and that the Board of Directors determines would make it unwise for such person to serve as a director of the Corporation.

(2) Any person serving as a director of the Corporation shall automatically cease to be a director on such date as he ceases to have the qualifications set forth in paragraph (1) above, and his position shall be considered vacant within the meaning of Article IV(C) hereof.

G. Directors Elected by Preferred Shareholders. Notwithstanding anything in these Articles of Incorporation to the contrary, whenever the holders of any one or more series of Preferred Stock shall have the right, voting separately as a class, to elect one or more directors of the Corporation, the provisions of these Articles of Incorporation (as they may be duly amended from time to time) fixing the rights and preferences of such

Exhibit E

Preferred Stock shall govern with respect to the nomination, election, term, removal, vacancies or other related matters with respect to such directors.

ARTICLE V Certain Business Combinations

A. Vote Required in Business Combinations. No Business Combination may be effected unless all of the following conditions have been fulfilled:

(1) In addition to any vote otherwise required by law or these Articles, the proposal to effect a Business Combination shall have been approved by (i) a majority of the directors then in office and a majority of the Continuing Directors and (ii) by the affirmative votes of both of the following:

(a) 80% of the Total Voting Power entitled to be cast by holders of outstanding shares of Voting Stock of this Corporation, voting as a separate voting group; and

(b) Two-thirds of the Total Voting Power entitled to be cast by the Independent Stockholders present or duly represented at a meeting, voting as a separate voting group.

(2) A proxy or information statement describing the proposed Business Combination and complying with the requirements of the Securities Exchange Act of 1934, as amended (the "Act"), and the rules and regulations thereunder (or any subsequent provisions replacing the Act, rules or regulations as a whole or in part) is mailed to all shareholders of the Corporation at least 30 days prior to the consummation of such Business Combination (regardless of whether such proxy or information statement is required pursuant to the Act or subsequent provisions).

B. Nonapplicability of Voting Requirements. The vote required by Paragraph A of this Article does not apply to a Business Combination if all conditions specified in either of paragraphs 1 or 2 below are met:

(1) The proposed Business Combination is approved prior to the time the Related Person involved in the proposed transaction became a Related Person by the affirmative votes of both a majority of the directors then in office and a majority of the Continuing Directors, voting as a separate group.

(2) All of the following five conditions have been met:

(a) The aggregate amount of the cash and the Market Value on the Valuation Date of consideration other than cash to be received per share by all holders of Common Stock in such Business Combination is at least equal to the highest of the following:

Exhibit E

1. the highest per share price, including any brokerage commissions, transfer taxes and soliciting dealers' fees, paid by or on behalf of the Related Person for any shares of Common Stock of the same class or series acquired by it within the two-year period immediately prior to the Announcement Date or in the transaction in which it became a Related Person, whichever is higher;

2. The Market Value per share of Common Stock of the same class or series on the Announcement Date or on the Determination Date, whichever is higher; or

3. The price per share equal to the Market Value per share of Common Stock of the same class or series determined pursuant to clause (2) immediately preceding, multiplied by the fraction of the highest per share price, including any brokerage commissions, transfer taxes and soliciting dealers' fees, paid by or for the Related Person for any shares of Common Stock of the same class or series acquired by it within the two-year period immediately prior to the Announcement Date, over the Market Value per share of Common Stock of the same class or series on the first day in such two-year period on which the Related Person acquired any shares of Common Stock.

(b) The aggregate amount of the cash and the Market Value as of the Valuation Date of consideration other than cash to be received per share by holders of shares of any class or series of outstanding stock other than Common Stock is at least equal to the highest of the following, whether or not the Related Person has previously acquired any shares of a particular class or series of stock:

1. The highest per share price, including any brokerage commissions, transfer taxes and soliciting dealers' fees, paid by or for the Related Person for any shares of such class of stock acquired by it within the two-year period immediately prior to the Announcement Date or in the transaction in which it became a Related Person, whichever is higher;

2. The highest preferential amount per share to which the holders of shares of such class of stock are entitled in the event of any voluntary or involuntary liquidation, dissolution or winding up of this Corporation;

3. The Market Value per share of such class of stock on the Announcement Date or on the Determination Date, whichever is higher; or

4. The price per share equal to the Market Value per share of such class of stock determined pursuant to clause (3) immediately preceding, multiplied by the fraction of the highest per share price, including any brokerage commissions, transfer taxes and soliciting dealers' fees, paid by or for the Related Person for any shares of any class of Voting Stock acquired by it within the two-year period immediately prior to the Announcement Date, over the Market Value per share of the same class of Voting Stock on the first day in such two-year period on which the Related Person acquired any shares of the same class of Voting Stock.

(c) The consideration to be received by holders of any class or series of outstanding stock is to be in cash or in the same form as the Related Person has previously paid for shares of the same class or series of stock. If the Related Person has paid for shares of any class of stock with varying forms of consideration, the form of consideration for such class of stock shall be either cash or the form used to acquire the largest number of shares of such class or series of stock previously acquired by it.

(d) After the Related Person has become a Related Person and prior to the consummation of such Business Combination:

1. There shall have been no failure to declare and pay at the regular date therefor any full periodic dividends, cumulative or not, on any outstanding Preferred Stock of this Corporation;

2. There shall have been no reduction in the annual rate of dividends paid on any class or series of stock of this Corporation that is not Preferred Stock except as necessary to reflect any subdivision of the stock, and no failure to increase the annual rate of dividends as necessary to reflect any reclassification, including any reverse stock split, recapitalization, reorganization, or any similar transaction which has the effect of reducing the number of outstanding shares of the stock; and

3. The Related Person did not become the Beneficial Owner of any additional shares of stock of this Corporation except as part of the transaction which resulted in such Related Person becoming a Related Person or by virtue of proportionate stock splits or stock dividends.

The provisions of clause (1) and (2) immediately preceding shall not apply if no Related Person or an Affiliate or Associate of the Related Person voted as a director of this Corporation in a manner inconsistent with such clauses and the Related Person, within ten days after any act or failure to act inconsistent with such clauses, notifies the Board of Directors of this Corporation in writing that the Related Person disapproves thereof and requests in good faith that the Board of Directors rectify such act or failure to act.

(e) After the Related Person has become a Related Person, the Related Person may not have received the benefit, directly or indirectly, except proportionately as a shareholder, of any loans, advances, guarantees, pledges or other financial assistance or any tax credits or other tax advantages provided by this Corporation or any of its Subsidiaries, whether in anticipation of or in connection with such Business Combination or otherwise.

C. Alternative Shareholder Vote for Business Combinations. In the event the conditions set forth in Subparagraph (B)(1) or (B)(2) have been met, the affirmative vote required of shareholders in order to approve the proposed Business Combination shall be 66-2/3% of the Total Voting Power present or duly represented at the meeting called for such purpose.

D. Definitions. The following terms, for all purposes of these Articles or the By-laws of this Corporation, shall have the following meaning:

(1) An "Affiliate" of, or a person "affiliated with," a specified person means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified.

(2) "Announcement Date" means the first general public announcement of the proposal or intention to make a proposal of the Business Combination or its first communication generally to shareholders of this Corporation, whichever is earlier.

(3) "Associate," when used to indicate a relationship with any person, means any of the following:

(a) Any corporation or organization, other than this Corporation, of which such person is an officer, director or partner or is, directly or indirectly, the Beneficial Owner of 10% or more of any class of Equity Securities.

(b) Any trust or other estate in which such person has a substantial beneficial interest or as to which such person serves as trustee or in a similar fiduciary capacity.

(c) Any relative or spouse of such person, or any relative of such spouse, who has the same home as such person.

(d) Any investment company registered under the Investment Company Act of 1940 for which such person serves as investment advisor.

Exhibit E

(4) A person shall be deemed to be the "Beneficial Owner" of any shares of capital stock (regardless whether owned of record):

(a) Which that person or any of its Affiliates or Associates, directly or indirectly, owns beneficially;

(b) Which such person or any of its Affiliates or Associates has (i) the right to acquire (whether exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise, or (ii) the right to vote pursuant to any agreement, arrangement or understanding; or

(c) Which are beneficially owned, directly or indirectly, by any other person with which such person or any of its Affiliates or Associates has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of any shares of voting capital stock of the corporation or any of its subsidiaries.

(5) "Business Combination" means any of the following transactions, when entered into by the Corporation or a Subsidiary with, or upon a proposal by, a Related Person:

(a) The merger or consolidation of, or an exchange of securities by, the Corporation or any Subsidiary;

(b) The sale, lease, exchange, mortgage, pledge, transfer or any other disposition (in one or a series of transactions) of any assets of the Corporation, or of any Subsidiary, having an aggregate book or fair market value of \$1,000,000 or more, measured at the time the transaction or transactions are approved by the Board of Directors;

(c) The adoption of a plan or proposal for the liquidation or dissolution of the Corporation or any Subsidiary;

(d) The issuance or transfer by the Corporation or any Subsidiary (in one or a series of transactions) of securities of the Corporation, or of any Subsidiary, having a fair market value of \$1,000,000 or more;

(e) The reclassification of securities (including a reverse stock split), recapitalization, consolidation or any other transaction (whether or not involving a Related Person) which has the direct or indirect effect of increasing the voting power (regardless whether then exercisable) or the proportionate amount of the outstanding shares of any class or series of Equity Securities of this Corporation or any of its Subsidiaries held by a Related Person, or any Associate or Affiliate of a Related Person;

(f) Any loans, advances, guarantees, pledges or other financial assistance or any tax credits or other tax advantages provided by the Corporation or any Subsidiary to a Related Person or any Affiliate or Associate thereof, except proportionately as a shareholder; or

(g) Any agreement, contract or other arrangement providing directly or indirectly for any of the foregoing.

(6) "Capital Stock" means any Common Stock, Preferred Stock or other capital stock of the Corporation, or any bonds, debentures, or other obligations granted voting rights by the Corporation pursuant to La. R.S. 12:75H.

(7) "Common Stock" means any stock other than a class or series of preferred or preference stock.

(8) "Continuing Director" shall mean any member of the Board of Directors who is not a Related Person or an Affiliate or Associate thereof, and who was a member of the Board of Directors prior to the time that the Related Person became a Related Person, and any successor to a Continuing Director who is not a Related Person or an Affiliate or Associate thereof and was recommended to succeed a Continuing Director by a majority of Continuing Directors who were then members of the Board of Directors, provided that, in the absence of a Related Person, any reference to "Continuing Directors" shall mean all directors then in office.

(9) "Control," including the terms "controlling," "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise. The beneficial ownership of 10% or more of the votes entitled to be cast by a corporation's voting stock creates a presumption of control.

(10) "Determination Date" means the date on which a Related Person first became a Related Person.

(11) "Equity Security" means any of the following:

(a) Any stock or similar security, certificate of interest or participation in any profit sharing agreement, voting trust certificate or certificate of deposit for an equity security.

(b) Any security convertible, with or without consideration, into an equity security, or any warrant or other security carrying any right to subscribe to or purchase an equity security.

(c) Any put, call, straddle or other option or privilege of buying an equity security from or selling an equity security to another without being bound to do so.

Exhibit E

(12) "Independent Shareholder" or "Independent Stockholder" means a holder of Voting Stock of this Corporation who is not a Related Person.

(13) "Market Value" means the following:

(a) In the case of stock, the highest closing sale price on the date or during the period in question of a share of such stock on the principal United States securities exchange registered under the Securities Exchange Act of 1934 on which such stock is listed or, if such stock is not listed on any such exchange, the highest closing bid quotation with respect to a share of such stock on the date or during the period in question on the National Association of Securities Dealers, Inc., Automated Quotations Systems, or any alternative system then in use, or, if no such quotations are available, the fair market value on the date or during the period in question of a share of such stock as determined by a majority of the Continuing Directors of this Corporation in good faith.

(b) In the case of property other than cash or stock, the fair market value of such property on the date or during the period in question as determined by a majority of the Continuing Directors of this Corporation in good faith.

(14) A "person" shall mean any individual, firm, corporation or other entity, or a group of persons acting or agreeing to act together in the manner set forth in Rule 13d-5 under the Securities Exchange Act of 1934, as in effect on January 1, 1984.

(15) "Related Person" means any person (other than the Corporation, a Subsidiary or any profit sharing, employee stock ownership or other employee benefit plan of the Corporation or any Subsidiary or any trust, trustee of or fiduciary with respect to any such plan acting in such capacity) who (a) is the direct or indirect Beneficial Owner of shares of Capital Stock representing more than 10% of the outstanding Total Voting Power entitled to vote for the election of directors, and any Affiliate or Associate of any such person, or (b) is an Affiliate or Associate of the Corporation and at any time within the two-year period immediately prior to the date in question was the Beneficial Owner, directly or indirectly, of shares of Capital Stock (including two or more classes or series voting together as a single class) representing 10% or more of the outstanding Total Voting Power entitled to vote for the election of directors. For the purpose of determining whether a person is the Beneficial Owner of a percentage, specified in this Article, of the outstanding Total Voting Power, the number of shares of Voting Stock deemed to be outstanding shall include shares deemed owned by that person through application of Article V(D)(3) but shall not include any other shares which may be issuable to any other person.

Exhibit E

(16) "Subsidiary" means any corporation of which Voting Stock having a majority of the votes entitled to be cast is owned, directly or indirectly, by this Corporation.

(17) "Total Voting Power," when used in reference to any particular matter properly brought before the shareholders for their consideration and vote, means the total number of votes that holders of Capital Stock are entitled to cast with respect to such matter.

(18) "Valuation Date" means the following:

(a) For a Business Combination voted upon by shareholders, the latter of the date prior to the date of the shareholders' vote and the day 20 days prior to the consummation of the Business Combination; and

(b) For a Business Combination not voted upon by the shareholders, the date of the consummation of the Business Combination.

(19) "Voting Stock" means shares of Capital Stock of the Corporation entitled to vote generally in the election of directors.

E. Benefit of Statute. This Corporation claims and shall have the benefit of the provisions of R.S. 12:133 except that the provisions of R.S. 12:133 shall not apply to any business combination involving an interested shareholder that is an employee benefit plan or related trust of this Corporation.

ARTICLE VI Shareholders' Meetings

A. Written Consents. Any action required or permitted to be taken at any annual or special meeting of shareholders may be taken only upon the vote of the shareholders, present in person or represented by duly authorized proxy, at an annual or special meeting duly noticed and called, as provided in the Bylaws of the Corporation, and may not be taken by a written consent of the shareholders pursuant to the Business Corporation Law of the State of Louisiana.

B. Special Meetings. Subject to the terms of any outstanding class or series of Preferred Stock that entitles the holders thereof to call special meetings, the holders of a majority of the Total Voting Power of the Corporation shall be required to cause the Secretary of the Corporation to call a special meeting of shareholders pursuant to La. R.S. 12:73B (or any successor provision). Nothing in this Article VI shall limit the power of the President of the Corporation or its Board of Directors to call a special meeting of shareholders.

ARTICLE VII
Limitation of Liability and Indemnification

A. Limitation of Liability. No director or officer of the Corporation shall be liable to the Corporation or to its shareholders for monetary damages for breach of his fiduciary duty as a director or officer, provided that the foregoing provision shall not eliminate or limit the liability of a director or officer for (1) any breach of his duty of loyalty to the Corporation or its shareholders; (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (3) liability for unlawful distributions of the Corporation's assets to, or redemptions or repurchases of the Corporation's shares from, shareholders of the Corporation, under and to the extent provided in La. R.S. 12:92D; or (4) any transaction from which he derived an improper personal benefit.

B. Authorization of Further Actions. The Board of Directors may (1) cause the Corporation to enter into contracts with its directors and officers providing for the limitation of liability set forth in this Article to the fullest extent permitted by law, (2) adopt By-laws or resolutions, or cause the Corporation to enter into contracts, providing for indemnification of directors and officers of the Corporation and other persons (including but not limited to directors and officers of the Corporation's direct and indirect Subsidiaries) to the fullest extent permitted by law and (3) cause the Corporation to exercise the insurance powers set forth in La. R.S. 12:83F, notwithstanding that some or all of the members of the Board of Directors acting with respect to the foregoing may be parties to such contracts or beneficiaries of such By-laws or resolutions or the exercise of such powers. No repeal or amendment of any such By-laws or resolutions limiting the right to indemnification thereunder shall affect the entitlement of any person to indemnification whose claim thereto results from conduct occurring prior to the date of such repeal or amendment.

C. Subsidiaries. The Board of Directors may cause the Corporation to approve for the officers and directors of its direct and indirect Subsidiaries limitation of liability, indemnification and insurance provisions comparable to the foregoing.

D. Amendment of Article. Notwithstanding any other provisions of these Articles of Incorporation, the affirmative vote of the holders of at least 80% of the Total Voting Power shall be required to amend or repeal this Article VII, and any amendment or repeal of this Article shall not adversely affect any elimination or limitation of liability of a director or officer of the Corporation under this Article with respect to any action or inaction occurring prior to the time of such amendment or repeal.

ARTICLE VIII
Reversion

Except for cash, shares or other property or rights payable or issuable to the holders of Preferred Stock, the rights to which shall be determined under applicable state law, Cash, property or share dividends, shares issuable to shareholders in connection with a reclassification of stock, and the redemption price of redeemed shares, that are not

Exhibit E

claimed by the shareholders entitled thereto within one year after the dividend or redemption price became payable or the shares became issuable, despite reasonable efforts by the Corporation to pay the dividend or redemption price or deliver the certificates for the shares to such shareholders within such time, shall, at the expiration of such time, revert in full ownership to the Corporation, and the Corporation's obligation to pay such dividend or redemption price or issue such shares, as the case may be, shall thereupon cease, provided, however, that the Board of Directors may, at any time, for any reason satisfactory to it, but need not, authorize (i) payment of the amount of any cash or property dividend or redemption price or (ii) issuance of any shares, ownership of which has reverted to the Corporation pursuant to this Article, to the person or entity who or which would be entitled thereto had such reversion not occurred.

ARTICLE IX Amendments


A. Charter Amendments. Articles IV (other than paragraphs F and G), V, VI(A) and IX of these Articles of Incorporation shall not be amended in any manner (whether by modification or repeal of an existing Article or Articles or by addition of a new Article or Articles) except upon resolutions adopted by the affirmative vote of both (i) 80% of the Total Voting Power entitled to be cast by the holders of outstanding shares of Voting Stock, voting together as a single group, and (ii) two-thirds of the Total Voting Power entitled to be cast by the Independent Shareholders present or duly represented at a shareholders' meeting, voting as a separate group; provided, however, that if such resolutions shall first be adopted by both a majority of the directors then in office and a majority of the Continuing Directors, voting as a separate group, then such resolutions shall be deemed adopted by the shareholders upon the affirmative vote of a majority of the Total Voting Power entitled to be cast by the holders of outstanding shares of Voting Stock, voting as a single group.

B. Bylaw Amendments. Bylaws of this Corporation may be altered, amended, or repealed or new Bylaws may be adopted by (i) the shareholders, but only upon the affirmative vote of both 80% of the Total Voting Power entitled to be cast by the holders of outstanding shares of Voting Stock, voting together as a single group, and two-thirds of the Total Voting Power entitled to be cast by the Independent Shareholders present or duly represented at a shareholders' meeting, voting as a separate group, or (ii) the Board of Directors, but only upon the affirmative vote of both a majority of the directors then in office and a majority of the Continuing Directors, voting as a separate group.

* * * * *

IN WITNESS WHEREOF, the undersigned Executive Vice President, Secretary and General Counsel of the Corporation has executed and delivered these Amended and Restated Articles of Incorporation, effective as of 10:00 a.m. central time, on this 23rd day of May, 2012.

CENTURYLINK, INC.

By: 
Stacey W. Goff
Executive Vice President
Secretary and General Counsel

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF OUACHITA

BEFORE ME, the undersigned duly commissioned and qualified authority, personally came and appeared the undersigned, Stacey W. Goff, known to me to be the Executive Vice President, Secretary and General Counsel of CenturyLink, Inc., a Louisiana corporation, and who, having been duly sworn, acknowledged and declared in my presence and in the presence of the undersigned witnesses that he is authorized to and did execute, as his free act and deed, the foregoing instrument on behalf of CenturyLink, Inc. in his capacity as the Executive Vice President, Secretary and General Counsel of CenturyLink, Inc., effective as of 10:00 a.m. on the date hereof

IN WITNESS WHEREOF, the appearer, witnesses and I have hereunto affixed our hands on this 23rd day of May, 2012.

Witnesses:

CENTURYLINK, INC.

Tina Laird
Name: Tina Laird

By: Stacey W. Goff
Stacey W. Goff
Executive Vice President
Secretary and General Counsel

Kay Buchart
Name: Kay Buchart

Gary Maxwell Cox
NOTARY PUBLIC

Gary Maxwell Cox
Louisiana Bar Roll No. 27419
Notary Public, Ouachita Parish, Louisiana
My Commission is for Life

Exhibit E

BYLAWS

of

CENTURYLINK, INC.

(as amended through May 28, 2014)

Exhibit E

BYLAWS of CENTURYLINK, INC.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. OFFICERS	1
Section 1. Required and Permitted Positions and Offices	1
Section 2. Election and Removal of Officers	4
ARTICLE II. BOARD OF DIRECTORS	4
Section 1. Powers	4
Section 2. Organizational and Regular Meetings	5
Section 3. Special Meetings.....	5
Section 4. Waiver of Notice	5
Section 5. Quorum.....	5
Section 6. Notice of Adjournment.....	5
Section 7. Written Consents	6
Section 8. Voting	6
Section 9. Use of Communications Equipment.....	6
Section 10. Indemnification.....	6
Section 11. Certain Qualifications.....	13
ARTICLE III. COMMITTEES	14
Section 1. Committees.....	14
Section 2. Appointment and Removal of Committee Members.....	15
Section 3. Procedures for Committees	15
Section 4. Meetings	15
Section 5. Authority to Fill Vacancies.....	16
ARTICLE IV. SHAREHOLDERS' MEETINGS	16
Section 1. Place of Meetings	16
Section 2. Annual Meeting	16
Section 3. Special Meetings.....	16
Section 4. Notice of Meetings	16
Section 5. Notice of Shareholder Nominations and Shareholder Business	17
Section 6. Quorum.....	28
Section 7. Voting Power Present or Represented	28
Section 8. Voting Requirements	29
Section 9. Proxies	29
Section 10. Adjournments	29
Section 11. Written Consents	30
Section 12. List of Shareholders.....	30
Section 13. Procedure at Shareholders' Meetings	30
ARTICLE V. CERTIFICATES OF STOCK	31
ARTICLE VI. REGISTERED SHAREHOLDERS	31
ARTICLE VII. LOSS OF CERTIFICATE	31
ARTICLE VIII. CHECKS.....	32

Exhibit E

ARTICLE IX. DIVIDENDS32

ARTICLE X. INAPPLICABILITY OF LOUISIANA CONTROL SHARE STATUTE.....32

ARTICLE XI. CERTAIN DEFINITIONS32

ARTICLE XII. AMENDMENTS.....32

Exhibit E

BYLAWS

(as amended through May 28, 2014)

ARTICLE I. OFFICERS

Section 1. Required and Permitted Positions and Offices.

1.1 Chairman, Vice Chairmen and Officers. The Board may elect a Chairman and one or more Vice Chairmen. Persons with or without executive responsibilities may be elected to these positions. The officers of the Corporation shall be a Chief Executive Officer; a President; a Secretary; and a Treasurer. The Board may elect such other officers as it may from time to time determine. An officer need not be a Director and any two or more of the offices may be held by one person, *provided, however*, that a person holding more than one office may not sign in more than one capacity any certificate or any instrument required to be signed by two officers. The duties of the required positions and offices of the Corporation and, to the extent filled, the permitted positions and offices of the Corporation are as follows:

A. Chairman of the Board (Chairman). The Board shall elect from their own number a Chairman. The Chairman shall preside at all meetings of the Directors, ensure that all orders, policies and resolutions of the Board are carried out and perform such other duties as may be prescribed by the Board of Directors, these Bylaws or the Corporation's Corporate Governance Guidelines.

B. Vice Chairman of the Board (Vice Chairman). The Board may from time to time elect from their own number one or more Vice Chairmen. Each Vice Chairman shall assist the Chairman and perform such other duties as may be assigned by the Board of Directors, these Bylaws, or, in the case of any Vice Chairman with executive responsibilities, the CEO. If the Chairman is not present at any meeting of the Directors, the Vice Chairman (or, if there are more than one, the Vice Chairman selected by a majority of the Directors present at such meeting) will preside at such meeting. Any Vice Chairman with executive responsibilities may be designated an Executive Vice Chairman.

C. Chief Executive Officer (CEO). The CEO, subject to the powers of the Chairman and the supervision of the Board of Directors, shall have general supervision, direction and control of the business and affairs of the Corporation. He may sign, execute and deliver in the name of the Corporation powers of attorney, contracts, bonds and other obligations and shall perform such other duties as may be prescribed from time to time by the Board of Directors or these Bylaws. The CEO shall have general supervision and direction of the officers of the Corporation and all such powers as may be reasonably incident to such responsibilities except where the supervision and direction of an officer is delegated expressly to another by the Board of Directors or these Bylaws. Without limiting the generality of the foregoing, the CEO shall establish the annual salaries of each non-executive officer of the Corporation, unless otherwise directed by the Board, and the annual salaries of each officer of the Corporation's subsidiaries, unless otherwise directed by the respective boards of directors of such subsidiaries.

Exhibit E

D. President. The President may sign, execute and deliver in the name of the Corporation powers of attorney, contracts, bonds, and other obligations and shall perform such other duties as may be prescribed from time to time by the Board of Directors, the CEO, or these Bylaws.

E. Chief Operating Officer (COO). The COO, subject to the powers of the CEO and the supervision of the Board of Directors, shall manage the day-to-day operations of the Corporation, shall perform such other duties as may be prescribed by the Board of Directors or the CEO, and shall have the general powers and duties usually vested in the chief operating officer of a corporation. Without limiting the generality of the foregoing, the COO shall supervise any other officer designated by the CEO and shall have all such powers as may be reasonably incident to such responsibilities. Unless otherwise provided by law or the Board of Directors, he may sign, execute and deliver in the name of the Corporation powers of attorney, contracts, and bonds.

F. Chief Financial Officer (CFO). The Chief Financial Officer shall be the principal financial officer of the Corporation. He shall manage the financial affairs of the Corporation and direct the activities of the Treasurer, Controller and other officers responsible for the Corporation's finances. He shall be responsible for all internal and external financial reporting. Unless otherwise provided by law or the Board of Directors, he may sign, execute and deliver in the name of the Corporation powers of attorney, contracts, bonds, and other obligations, and shall perform such other duties as may be prescribed from time to time by the Board of Directors or by these Bylaws.

G. Chief Administrative Officer (CAO). The CAO, subject to the supervision of the Board of Directors, shall be in general and active charge of the administrative functions of the Corporation, shall perform such other duties as may be prescribed by the Board of Directors and shall have the general powers and duties usually vested in the chief administrative officer of a corporation. Without limiting the generality of the foregoing, the CAO shall oversee the development and implementation of the Corporation's administrative policies.

H. Chief Information Officer (CIO). The CIO, subject to the powers of the CEO, shall be responsible for (i) identifying and addressing the Corporation's information systems needs, (ii) identifying changes and trends in computer and systems technology that affect the Corporation and its operations, (iii) determining long-term corporate-wide information needs, (iv) developing overall strategy for information needs and systems development and (v) protecting corporate data, proprietary information and related intellectual property stored in the Corporation's information systems.

I. General Counsel. The General Counsel shall be directly responsible for advising the Board of Directors, the Corporation, and its officers and employees in matters affecting the legal affairs of the Corporation. He shall determine the need for and, if necessary, select outside counsel to represent the Corporation and approve all fees in connection with their representation. He shall also have such other powers, duties and authority as may be prescribed to him from time to time by the CEO, the Board of Directors, or these Bylaws.

Exhibit E

J. Treasurer. As directed by the Chief Financial Officer, the Treasurer shall have general custody of all the funds and securities of the Corporation. He may sign, with the CEO, President, Chief Financial Officer or such other person or persons as may be specifically designated by the Board of Directors, all bills of exchange or promissory notes of the Corporation. He shall perform such other duties as may be prescribed from time to time by the Chief Financial Officer or these Bylaws.

K. Controller. As directed by the Chief Financial Officer, the Controller shall be responsible for the development and maintenance of the accounting systems used by the Corporation and its subsidiaries. The Controller shall be authorized to implement policies and procedures to ensure that the Corporation and its subsidiaries maintain internal accounting control systems designed to provide reasonable assurance that the accounting records accurately reflect business transactions and that such transactions are in accordance with management's authorization. Additionally, as directed by the Chief Financial Officer, the Controller shall be responsible for internal and external financial reporting for the Corporation and its subsidiaries.

L. Assistant Treasurer. The Assistant Treasurer shall have such powers and perform such duties as may be assigned by the Treasurer. In the absence or disability of the Treasurer, the Assistant Treasurer shall perform the duties and exercise the powers of the Treasurer.

M. Secretary. The Secretary shall keep the minutes of all meetings of the shareholders, the Board of Directors and its committees or subcommittees. He shall cause notice to be given of meetings of shareholders, of the Board of Directors and of any committee or subcommittee of the Board. He shall have custody of the corporate seal and general charge of the records, documents and papers of the Corporation not pertaining to the duties vested in other officers, which shall at all reasonable times be open to the examination of any Director. He may sign or execute contracts with any other officer thereunto authorized in the name of the Corporation and affix the seal of Corporation thereto. He shall perform such other duties as may be prescribed from time to time by the Board of Directors or these Bylaws.

N. Assistant Secretaries. Each Assistant Secretary shall have powers and perform such duties as may be assigned by the Secretary. In the absence or disability of the Secretary, the Assistant Secretary with the longest tenure shall perform the duties and exercise the powers of the Secretary.

O. Executive Vice President(s). The Executive Vice President(s) shall, in addition to exercising such powers and performing such duties associated with any other office held thereby, assist the CEO in discharging the duties of that office in any manner requested, and shall perform any other duties as may be prescribed by the Board of Directors, by the CEO or by these Bylaws.

P. Senior Vice President(s). The Senior Vice President(s) shall, in addition to exercising such powers and performing such duties associated with any other office held thereby, perform such duties as may be prescribed from time to time by the Board of

Exhibit E

Directors, by the CEO or by these Bylaws (or, with respect to any Senior Vice President(s) who report to some other executive officer, by such other executive officer).

Q. Vice President(s). The Vice President(s) shall have such powers and perform such duties as may be assigned to them by the Board of Directors, the CEO, the President, or any Executive Vice President, Senior Vice President or other officer to whom they report. A Vice President may sign and execute contracts and other obligations pertaining to the regular course of his duties.

R. Assistant Vice President(s). The Assistant Vice President(s) shall have such powers and perform such duties as may be assigned to them by the Board of Directors, the CEO, the President or the officer to whom they report. An Assistant Vice President may sign and execute contracts and other obligations pertaining to the regular course of his duties.

1.2 **Executive Officer Group**. The Board shall at least annually designate certain officers as executive officers of the Corporation.

Section 2. Election and Removal of Officers

2.1 **Election**. The officers shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the shareholders and, at any time, the Board may remove any officer (with or without cause, and regardless of any contractual obligation to such officer) and fill a vacancy in any office, but any election to, removal from or appointment to fill a vacancy in any office, and the determination of the terms of employment thereof, shall require the affirmative votes of (a) a majority of the Directors then in office and (b) a majority of the Continuing Directors, voting as a separate group.

2.2 **Removal**. In addition, the CEO is empowered in his sole discretion to remove or suspend any officer or other employee of the Corporation who (a) fails to respond satisfactorily to the Corporation respecting any inquiry by the Corporation for information to enable it to make any certification required by the Federal Communications Commission under the Anti-Drug Abuse Act of 1988, (b) is arrested or convicted of any offense concerning the distribution or possession of, or trafficking in, drugs or other controlled substances, or (c) the CEO believes to have been engaged in actions that could lead to such an arrest or conviction.

ARTICLE II. BOARD OF DIRECTORS

Section 1. Powers

In addition to the powers and authorities by these Bylaws expressly conferred upon it, the Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws required to be exercised or done by the shareholders.

Exhibit E

Section 2. Organizational and Regular Meetings.

The Board of Directors shall hold an annual organizational meeting, without notice, immediately following the adjournment of the annual meeting of the shareholders and shall hold such number of regularly scheduled meetings throughout the year on such dates as shall be determined from time to time by the Board. The Secretary shall give not less than five days' written notice to each Director of all regular meetings, which notice shall state the time and place of the meeting.

Section 3. Special Meetings.

3.1 **Call of Special Meetings.** Special meetings of the Board of Directors may be called by the Chairman or the CEO. Upon the written request of any two Directors delivered to the Chairman, the CEO or the Secretary of the Corporation, a special meeting shall be called.

3.2 **Notice.** Notice of the time and place of special meetings of the Board of Directors will be given to each Director either by overnight mail mailed not less than 48 hours before the time of the meeting, by telephone or by other form of electronic transmission or communication not less than 12 hours before the time of the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate under exigent circumstances.

Section 4. Waiver of Notice.

Any Director may waive notice of a meeting by written waiver executed either before or after the meeting. Directors present at any regular or special meeting shall be deemed to have received due, or to have waived, notice thereof, provided that a Director who participates in a meeting by telephone shall not be deemed to have received or waived due notice if, at the beginning of the meeting, he objects to the transaction of any business because the meeting is not lawfully called.

Section 5. Quorum.

A majority of the authorized number of Directors as fixed by or pursuant to the Articles of Incorporation shall be necessary to constitute a quorum for the transaction of business, *provided, however*, that a minority of the Directors, in the absence of a quorum, may adjourn from time to time, but may not transact any business. If a quorum is present when the meeting convened, the Directors present may continue to do business, taking action by vote of a majority of a quorum, until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum or the refusal of any Director present to vote.

Section 6. Notice of Adjournment.

Notice of the time and place of holding an adjourned meeting need not be given to absent Directors if the time and place is fixed at the meeting adjourned.

Exhibit E

Section 7. Written Consents.

Anything to the contrary contained in these Bylaws notwithstanding, any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors at a meeting.

Section 8. Voting.

At all meetings of the Board, each Director present shall have one vote. At all meetings of the Board, all questions, the manner of deciding which is not otherwise specifically regulated by law, the Articles of Incorporation or these Bylaws, shall be determined by a majority of the Directors present at the meeting, *provided, however*, that any shares of other corporations owned by the Corporation shall be voted only pursuant to resolutions duly adopted upon the affirmative votes of (a) 80% of the Directors then in office and (b) a majority of the Continuing Directors, voting as a separate group.

Section 9. Use of Communications Equipment.

Meetings of the Board of Directors may be held by means of telephone conference calls or similar communications equipment provided that all persons participating in the meeting can hear and communicate with each other.

Section 10. Indemnification.

10.1 Definitions. As used in this Section 10:

(a) The term "Change of Control" shall mean (i) an acquisition by any person (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended) of beneficial ownership of 20% or more of the combined voting power of the Corporation's then outstanding voting securities; (ii) during any period of two consecutive years, individuals who at the beginning of such period constitute the Board of Directors of the Corporation and any new director whose election by the Board of Directors or nomination for election by the Corporation's shareholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof; or (iii) the consummation of a merger or consolidation involving the Corporation if the shareholders of the Corporation, immediately before such merger or consolidation, do not own, immediately following such merger or consolidation, more than 50% of the combined voting power of the outstanding voting securities of the resulting entity in substantially the same proportion as their ownership of voting securities immediately before such merger or consolidation. Notwithstanding the foregoing, a Change of Control shall not be deemed to occur solely because 20% or more of the Corporation's then outstanding voting securities is acquired by (1) a trustee or other fiduciary holding securities under one or more employee benefit plans maintained by the Corporation or any of its subsidiaries or (2) any entity that,

Exhibit E

immediately prior to such acquisition, is owned directly or indirectly by the shareholders of the Corporation in the same proportion as their ownership of shares in the Corporation immediately prior to such acquisition.

(b) The term "Claim" shall mean any threatened, pending or completed claim, action, suit, or proceeding, including discovery, whether civil, criminal, administrative, arbitrative or investigative and whether made judicially or extra-judicially, or any separate issue or matter therein, as the context requires, but shall not include any action, suit or proceeding initiated by Indemnitee against the Corporation (other than to enforce the terms of this Section), or initiated by Indemnitee against any director or officer of the Corporation unless the Corporation has joined in or consented in writing to the initiation of such action, suit or proceeding.

(c) The term "Determining Body" shall mean (i) the Board of Directors by a majority vote of a quorum of the entire board consisting of directors who are not named as parties to the Claim for which indemnification is being sought ("Disinterested Directors"), or (ii) if such a quorum is not obtainable, independent legal counsel (A) selected by the Disinterested Directors, or (B) if there are fewer than two Disinterested Directors, selected by the Board of Directors (in which selection directors who do not qualify as Disinterested Directors may participate); *provided, however*, that following a Change of Control, with respect to all matters thereafter arising out of acts, omissions or events occurring prior to or after the Change of Control concerning the rights of Indemnitee to seek indemnification, such determination shall be made by independent legal counsel selected by the Board of Directors in the manner described above in this Section 10.1(c) (which selection shall not be unreasonably delayed or withheld) from a panel of three counsel nominated by Indemnitee. Such counsel shall not have otherwise performed services for the Corporation, Indemnitee or their affiliates (other than services as independent counsel in connection with similar matters) within the five years preceding its engagement ("Independent Counsel"). If Indemnitee fails to nominate Independent Counsel within ten business days following written request by the Corporation, the Board of Directors shall select Independent Counsel. Such counsel shall not be a person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Corporation or Indemnitee in an action to determine Indemnitee's rights under this Section, nor shall Independent Counsel be any person who has been sanctioned or censured for ethical violations of applicable standards of professional conduct. The Corporation agrees to pay the reasonable fees and costs of the Independent Counsel referred to above and to fully indemnify such Independent Counsel against any and all expenses, claims, liabilities and damages arising out of or relating to this Section 10.1(c) or its engagement pursuant hereto. The Determining Body shall determine in accordance with Section 10.3 whether and to what extent Indemnitee is entitled to be indemnified under this Section and shall render a written opinion to the Corporation and to Indemnitee to such effect.

(d) The term "D&O Insurance" shall mean directors and officers liability insurance.

Exhibit E

(e) The term "Disbursing Officer" shall mean, with respect to a Claim, the Chief Executive Officer of the Corporation or, if the Chief Executive Officer is a party to the Claim as to which advancement or indemnification is being sought, any officer who is not a party to the Claim and who is designated by the Chief Executive Officer, which designation shall be made promptly after the Corporation's receipt of Indemnatee's initial request for advancement or indemnification and communicated to Indemnatee.

(f) The term "Expenses" shall mean any reasonable expenses or costs (including, without limitation, attorney's fees, fees of experts retained by attorneys, judgments, punitive or exemplary damages, fines and amounts paid in settlement) actually and reasonably incurred by Indemnatee with respect to a Claim, except that Expenses shall not include any amount paid in settlement of a Claim against Indemnatee (i) by or in the right of the Corporation, or (ii) that the Corporation has not approved, which approval will not be unreasonably delayed or withheld.

(g) The term "Indemnatee" shall mean each Director and officer and each former Director and officer of the Corporation.

(h) The term "Section" shall mean Article II, Section 10, of these Bylaws, in its entirety, unless the context otherwise provides.

(i) The term "Standard of Conduct" shall mean conduct by an Indemnatee with respect to which a Claim is asserted that was in good faith and that Indemnatee reasonably believed to be in, or not opposed to, the best interest of the Corporation, and, in the case of a Claim that is a criminal action or proceeding, conduct that the Indemnatee had no reasonable cause to believe was unlawful. The termination of any Claim by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that Indemnatee did not meet the Standard of Conduct.

10.2 **Advancement of Expenses.**

(a) Subject to Indemnatee's furnishing the Corporation with a written undertaking, in a form reasonably satisfactory to the Corporation, to repay such amount if it is ultimately determined that Indemnatee is not entitled under this Section to indemnification therefor, the Corporation shall advance Expenses to Indemnatee in advance of the final disposition of any Claim involving Indemnatee; *provided, however*, that Indemnatee will return, without interest, any such advance that remains unspent at the disposition of the Claim to which the advance related, and provided further, that advances of such Expenses by the Corporation's D&O Insurance carrier shall be treated, for purposes of this Section 10.2(a), as advances by the Corporation. The written undertaking by Indemnatee must be an unlimited general obligation of Indemnatee but need not be secured and will be accepted by the Corporation without reference to the financial ability of Indemnatee to make repayment.

(b) Any request for advancement of Expenses shall be submitted by Indemnatee to the Disbursing Officer in writing and shall be accompanied by a written

Exhibit E

description of the Expenses for which advancement is requested. The Disbursing Officer shall, within 20 days after receipt of Indemnatee's request for advancement, advance such Expenses unsecured, interest-free and without regard to Indemnatee's ability to make repayment, provided that if the Disbursing Officer questions the reasonableness of any such request, that officer shall promptly advance to the Indemnatee the amount deemed by that officer to be reasonable and shall forward immediately to the Determining Body a copy of the Indemnatee's request and of the Disbursing Officer's response, together with a written description of that officer's reasons for questioning the reasonableness of a portion of the advancement sought. The Determining Body shall, within 20 days after receiving such a request from the Disbursing Officer, determine the reasonableness of the disputed Expenses and notify Indemnatee and the Disbursing Officer of its decision, which shall be final, subject to Indemnatee's right under Section 10.4 to seek a judicial adjudication of Indemnatee's rights.

(c) Indemnatee's right to advancement under this Section 10.2 shall include the right to advancement of Expenses incurred by Indemnatee in a suit against the Corporation under Section 10.4 to enforce Indemnatee's rights under this Section. Such right of advancement shall, however, be subject to Indemnatee's obligation pursuant to Indemnatee's undertaking described in Section 10.2(a) to repay such advances, to the extent provided in Section 10.4, if it is ultimately determined in the enforcement suit that Indemnatee is not entitled to indemnification for a Claim.

10.3 **Indemnity.**

(a) The Corporation shall, in the manner provided in this Section, indemnify and hold harmless Indemnatee against Expenses incurred in connection with any Claim against Indemnatee (whether as a subject of or party to, or a proposed or threatened subject of or party to, the Claim) or in which Indemnatee is involved solely as a witness or person required to give evidence, by reason of Indemnatee's position (a) as a director or officer of the Corporation, (b) as a director or officer of any subsidiary of the Corporation or as a fiduciary with respect to any employee benefit plan of the Corporation, or (c) as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other for profit or not for profit entity or enterprise, if such position is or was held at the request of the Corporation, regardless of when serving in such position occurred, if (x) Indemnatee is successful in defense of the Claim on the merits or otherwise, as provided in Section 10.3(d), or (y) Indemnatee has been found by the Determining Body to have met the Standard of Conduct; provided that no indemnification shall be made in respect of any Claim by or in the right of the Corporation as to which Indemnatee shall have been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the Corporation unless, and only to the extent, a court shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnatee is fairly and reasonably entitled to indemnity for such Expenses as the court shall deem proper, and provided further, that Expenses incurred in connection with a Claim for which Indemnatee has been reimbursed or indemnified by the Corporation's D&O Insurance carrier shall be credited against the Corporation's obligation under this Section 10.3(a) with respect to such Claim.

Exhibit E

(b) Promptly upon becoming aware of the existence of any Claim with respect to which Indemnatee may seek indemnification hereunder, Indemnatee shall notify the Chief Executive Officer (or, if the Chief Executive Officer is the Indemnatee, the next ranking executive officer who is not an Indemnatee with respect to the Claim) of the existence of the Claim, who shall promptly advise the Board of Directors that establishing the Determining Body will be a matter presented at the next regularly scheduled meeting of the Board of Directors. Delay by Indemnatee in giving such notice shall not excuse performance by the Corporation hereunder unless, and only to the extent that, the Corporation did not otherwise learn of the Claim and such failure results in forfeiture by the Corporation of substantial defenses, rights or insurance coverage. After the Determining Body has been established, the Chief Executive Officer or that officer's delegate shall inform Indemnatee thereof and Indemnatee shall promptly notify the Determining Body, to the extent requested by it, of all facts relevant to the Claim known to Indemnatee.

(c) Indemnatee shall be entitled to conduct the defense of the Claim and to make all decisions with respect thereto, with counsel of Indemnatee's choice, provided that in the event the defense of the Claim has been assumed by the Corporation through its D&O Insurance carrier or otherwise, then (i) Indemnatee will be entitled to retain separate counsel from the Corporation's Counsel (but not more than one law firm plus, if applicable, local counsel at the Corporation's expense if, but only if, Indemnatee shall reasonably conclude that one or more legal defenses may be available to Indemnatee that are different from, or in addition to, those available to the Corporation or other defendants represented by the Corporation through its D&O Insurance carrier or otherwise, and (ii) the Corporation will not, without the prior written consent of Indemnatee, effect any settlement of the Claim unless such settlement (x) includes an unconditional release of Indemnatee from all liability that is the subject matter of such Claim, (y) does not impose penalties or post-settlement obligations on Indemnatee (except for customary confidentiality obligations), and (z) does not require payment by Indemnatee of money in settlement.

(d) To the extent Indemnatee is successful on the merits or otherwise in defense of any Claim, Indemnatee shall be indemnified against Expenses incurred by Indemnatee with respect to the Claim, regardless of whether Indemnatee has met the Standard of Conduct, and without the necessity of any determination by the Determining Body as to whether Indemnatee has met the Standard of Conduct. In the event Indemnatee is not entirely successful on the merits or otherwise in defense of any Claim, but is successful on the merits or otherwise in defense of any claim, issue or matter involved in the Claim, Indemnatee shall be indemnified for the portion of Indemnatee's Expenses incurred in such successful defense that is determined by the Determining Body to be reasonably and properly allocable to the claims, issues, or matters as to which Indemnatee was successful.

(e) Except as otherwise provided in Section 10.3(d), the Corporation shall not indemnify any Indemnatee under Section 10.3(a) unless a determination has been made by the Determining Body (or by a court upon application or in a proceeding brought by Indemnatee under Section 10.4) with respect to a specific Claim that indemnification of Indemnatee is permissible because Indemnatee has met the Standard of Conduct. In the

Exhibit E

event settlement of a Claim to which Indemnitee is a party has been proposed ("Proposed Settlement"), the Determining Body shall, promptly after submission to it but prior to consummation of the Proposed Settlement, make a determination whether Indemnitee shall have met the Standard of Conduct. In the event such determination is adverse to Indemnitee, Indemnitee shall be entitled to reject the Proposed Settlement. In the event of final disposition of a Claim other than by settlement, the Determining Body shall, promptly after but not before such final disposition, make a determination whether Indemnitee has met the Standard of Conduct. In all cases, the determination shall be in writing and shall set forth in reasonable detail the basis and reasons therefor. The Determining Body shall, promptly after making such determination, provide a copy thereof to both the Disbursing Officer and Indemnitee and shall instruct the former to (i) reimburse Indemnitee as soon as practicable for all Expenses, if any, to which Indemnitee has been so determined to be entitled and which have not previously been advanced to Indemnitee under Section 10.2 (or otherwise recovered by Indemnitee through an insurance or other arrangement provided by the Corporation), and (ii) seek reimbursement from Indemnitee (subject to Indemnitee's rights under Section 10.4) of all advancements that have been made pursuant to Section 10.2 as to which it has been so determined that Indemnitee is not entitled to be indemnified.

(f) Indemnitee shall cooperate with the Determining Body at the expense of the Corporation by providing to the Determining Body, upon reasonable advance request, any documentation or information that is not privileged or otherwise protected from disclosure and that is reasonably available to Indemnitee and reasonably necessary to make such determination.

(g) If the Determining Body makes a determination pursuant to Section 10.3(e) that Indemnitee is entitled to indemnification, the Corporation shall be bound by that determination in any judicial proceeding, absent a determination by a court that such indemnification contravenes applicable law.

(h) In making a determination under Section 10.3(e), the Determining Body shall presume that the Standard of Conduct has been met unless the contrary shall be shown by a preponderance of the evidence.

(i) The Corporation and Indemnitee shall keep confidential, to the extent permitted by law and their fiduciary obligations, all facts and determinations provided pursuant to or arising out of the operation of this Section, and the Corporation and Indemnitee shall instruct their respective agents to do likewise.

10.4 **Enforcement.**

(a) The rights provided by this Section shall be enforceable by Indemnitee in any court of competent jurisdiction.

(b) If Indemnitee seeks a judicial adjudication of Indemnitee's rights under, or to recover damages for breach of, this Section, Indemnitee shall be entitled to recover from the Corporation, and shall be indemnified by the Corporation against, any and all Expenses incurred by Indemnitee in connection with such proceeding, but only if

Exhibit E

Indemnatee prevails therein. If it shall be determined that Indemnatee is entitled to receive part but not all of the relief sought, then Indemnatee shall be entitled to be reimbursed for all Expenses incurred by Indemnatee in connection with such proceeding if the indemnification amount to which Indemnatee is determined to be entitled exceeds 50% of the amount of Indemnatee's claim. Otherwise, the reimbursement of Expenses incurred by Indemnatee in connection with such judicial adjudication shall be appropriately prorated.

(c) In any judicial proceeding described in this Section 10.4, the Corporation shall bear the burden of proving that Indemnatee is not entitled to advancement or reimbursement of Expenses sought with respect to any Claim.

10.5 **Saving Clause.** If any provision of this Section is determined by a court having jurisdiction over the matter to require the Corporation to do or refrain from doing any act that is in violation of applicable law, the court shall be empowered to modify or reform such provision so that, as modified or reformed, such provision provides the maximum indemnification permitted by law and such provision, as so modified or reformed, and the balance of this Section, shall be applied in accordance with their terms. Without limiting the generality of the foregoing, if any portion of this Section shall be invalidated on any ground, the Corporation shall nevertheless indemnify Indemnatee to the full extent permitted by any applicable portion of this Section that shall not have been invalidated and to the full extent permitted by law with respect to that portion that has been invalidated.

10.6 **Non-Exclusivity.** The indemnification and payment of Expenses provided by or granted pursuant to this Section shall not be deemed exclusive of any other rights to which Indemnatee is or may become entitled under any statute, article of incorporation, insurance policy, authorization of shareholders or directors, agreement or otherwise, including, without limitation, any rights authorized by the Determining Body in its discretion with respect to matters for which indemnification is permitted under La. R.S. 12:83A. The parties recognize that La. R. S. 12:83E presently provides that no such other indemnification measure shall permit indemnification of any person for the results of such person's willful or intentional misconduct.

10.7 **Subrogation.** In the event of any payment under this Section, the Corporation shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnatee. Following receipt of indemnification payments hereunder, as further assurance, Indemnatee shall execute all papers reasonably required and, at the expense of the Corporation, take all action reasonably necessary to secure such subrogation rights, including execution of such documents as are reasonably necessary to enable the Corporation to bring suit to enforce such rights.

10.8 **Successors and Assigns.**

(a) The Corporation shall require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all the business or assets of the Corporation, by agreement or other instrument in form and substance satisfactory to the Corporation, expressly to assume and agree to perform its obligations under this Section in the same manner and to the same extent the Corporation would be required to perform if no such succession had taken place.

Exhibit E

(b) Indemnatee's right to advancement and indemnification of Expenses pursuant to this Section shall continue regardless of the termination of Indemnatee's status as a director or officer of the Corporation, and this Section shall inure to the benefit of and be enforceable by Indemnatee's personal or legal representatives, executors, administrators, spouses, heirs, assigns and other successors.

(c) The rights granted to each Indemnatee under this Section are personal in nature and neither the Corporation nor any Indemnatee shall, without the prior written consent of the other, assign or delegate any rights or obligations under this Section except as expressly provided in Sections 10.8(a) and 10.8(b).

(d) This Section shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation, reorganization or otherwise to all or substantially all of the business or assets of the Corporation), permitted, assigns, spouses, heirs, executors, administrators and personal and legal representatives.

10.9 **Indemnification of Other Persons.** The Corporation may indemnify any person not a Director or officer of the Corporation to the extent authorized by the Board of Directors or a committee of the Board expressly authorized by the Board of Directors.

Section 11. Certain Qualifications.

(a) No person shall be eligible for nomination, election or service as a Director of the Corporation who shall (i) in the opinion of the Board of Directors fail to respond satisfactorily to the Corporation respecting any inquiry of the Corporation for information to enable the Corporation to make any certification required by the Federal Communications Commission under the Anti-Drug Abuse Act of 1988 or to determine the eligibility of such persons under this subsection; (ii) have been arrested or convicted of any offense concerning the distribution or possession of, or trafficking in, drugs or other controlled substances, provided that in the case of an arrest the Board of Directors may in its discretion determine that notwithstanding such arrest such persons shall remain eligible under this subsection; or (iii) have engaged in actions that could lead to such an arrest or conviction and that the Board of Directors determines would make it unwise for such person to serve as a Director of the Corporation.

(b) No person shall be eligible for nomination, election or service as a Director of the Corporation if the Board of Directors determines that (i) he or she failed to furnish any notice, undertaking, questionnaire, agreement or other instrument required to be delivered under any subsection of Section 5 of Article IV of these Bylaws or otherwise reasonably requested by the Corporation or (ii) in connection with furnishing any such notice, undertaking, questionnaire, agreement or other instrument, he or she failed to provide information that was true, correct and complete in all material respects or made an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements made not misleading, including without limitation omitting to disclose any agreements, arrangements or understandings required to be disclosed in any such notice, undertaking, questionnaire, agreement or other instrument.

Exhibit E

(c) Any person serving as a Director of the Corporation shall automatically cease to be a Director on such date as he ceases to have the qualifications set forth in this Section 11, and his position shall be considered vacant within the meaning of the Articles of Incorporation of the Corporation.

ARTICLE III. **COMMITTEES**

Section 1. Committees.

1.1 **Standing Committees.** The Board of Directors shall have the standing committees specified below:

A. The Compensation Committee shall consist of three or more Directors (the exact number of which shall be set from time to time by the Board), who shall have such qualifications, powers and responsibilities as specified in any charter that may from time to time be adopted by the Compensation Committee and approved by the Board of Directors.

B. The Nominating and Corporate Governance Committee shall consist of three or more Directors (the exact number of which shall be set from time to time by the Board), who shall have such qualifications, powers and responsibilities as specified in any charter that may from time to time be adopted by the Nominating and Corporate Governance Committee and approved by the Board of Directors.

C. The Audit Committee shall consist of three or more Directors (the exact number of which shall be set from time to time by the Board), who shall have such qualifications, powers and responsibilities as specified in any charter that may from time to time be adopted by the Audit Committee and approved by the Board of Directors.

D. The Risk Evaluation Committee shall consist of three or more Directors (the exact number of which shall be set from time to time by the Board), who shall have such qualifications, powers and responsibilities as specified in any charter that may from time to time be adopted by the Risk Evaluation Committee and approved by the Board of Directors.

1.2 **Special Purpose Committees.** The Board may authorize on an *ad hoc* basis special pricing committees in connection with the issuance of securities or such other special purpose committees as may be necessary or appropriate in connection with the Board's management of the business and affairs of the Corporation.

1.3 **Subcommittees.** As necessary or appropriate, each of the standing committees listed in Section 1.1 may organize a standing or *ad hoc* subcommittee for such purposes within the scope of its powers as it sees fit, and may delegate to such subcommittee any of its powers as may be necessary or appropriate to enable such subcommittee to discharge its duties and responsibilities. Any such subcommittee shall be composed solely of members of the standing committee, which shall appoint and replace such subcommittee members. Each subcommittee member shall hold office during the term designated by the standing committee, provided that such term shall automatically lapse if such member ceases to be a member of the standing

Exhibit E

committee or fails to meet any other qualifications that may be imposed by the standing committee.

Section 2. Appointment and Removal of Committee Members.

Subject to Section 5 below, Directors shall be appointed to or removed from a committee only upon the affirmative votes of:

1. A majority of the Directors then in office; and
2. A majority of the Continuing Directors, voting as a separate group.

Each member of a committee shall serve until his or her successor is duly appointed and qualified.

Section 3. Procedures for Committees.

Each committee or subcommittee may adopt such charters, procedures or regulations as it shall deem necessary for the proper conduct of its functions and the performance of its responsibilities, provided that such charters, procedures or regulations are consistent with (i) the Corporation's Articles of Incorporation, Bylaws and Corporate Governance Guidelines, (ii) applicable laws, regulations and stock exchange listing standards, (iii) applicable provisions of any duly adopted benefit plan of the Corporation or its subsidiaries defining the rights or responsibilities of any such committee or subcommittee and (iv) any regulations or procedures specified for such committee by the Board of Directors or for such subcommittee by the standing committee that authorized its organization under Section 1.3 (collectively, the "Governing Standards"). Unless otherwise determined by a committee or subcommittee, each meeting thereof shall be convened pursuant to the notice requirements pertaining to meetings of the full Board. Each committee and subcommittee shall keep written minutes of its meetings.

Section 4. Meetings.

A committee or subcommittee may invite to its meetings other Directors, representatives of management, counsel or other persons whose pertinent advice or counsel is sought by the committee or subcommittees. A majority of the members of any committee or subcommittee shall constitute a quorum and action by a majority (or by any super-majority required by the Governing Standards) of a quorum at any meeting of a committee or subcommittee shall be deemed action by the committee or subcommittee. The committee or subcommittee may also take action without meeting if all members thereof consent in writing thereto. Meetings of a committee or subcommittee may be held by telephone conference calls or other communications equipment provided each person participating may hear and be heard by all other meeting participants. Each committee shall make regular reports to the Board. All recommendations or actions of any committee or subcommittee shall be subject to approval or ratification by the full Board of Directors unless the committee or subcommittee possesses plenary power to act independently with respect to such matter and the submission of such matter to the full Board for action would be prohibited by, or contrary to the intent and purpose of, any Governing Standards.

Exhibit E

Section 5. Authority to Fill Vacancies.

Any vacancy in any committee (including any vacancy resulting from an increase in the number of directors comprising the committee) shall be filled by the Board. If the Board fails to fill any such vacancy within 30 days of being advised thereof, the Nominating and Corporate Governance Committee shall have the power to fill the vacancy, in which case the new committee member shall serve on such committee until such time as the Board may elect to replace such new committee member.

ARTICLE IV. SHAREHOLDERS' MEETINGS

Section 1. Place of Meetings.

Unless otherwise required by law or these Bylaws, all meetings of the shareholders shall be held at the principal office of the Corporation or at such other place, within or without the State of Louisiana, as may be designated by the Board of Directors.

Section 2. Annual Meeting.

An annual meeting of the shareholders shall be held on the date and at the time as the Board of Directors shall designate for the purpose of electing Directors and for the transaction of such other business as may be properly brought before the meeting. If no annual shareholders' meeting is held for a period of 18 months, any shareholder may call such meeting to be held at the registered office of the Corporation as shown on the records of the Secretary of State of the State of Louisiana.

Section 3. Special Meetings.

Special meetings of the shareholders, for any purpose or purposes, may be called by the Board of Directors. Subject to the terms of any outstanding class or series of Preferred Stock that entitles the holders thereof to call special meetings, the holders of a majority of the Total Voting Power shall be required to cause the Secretary of the Corporation to call a special meeting of shareholders pursuant to La. R.S. 12:73B (or any successor provision). Such requests of shareholders must state the specific purpose or purposes of the proposed special meeting, and the business to be brought before such meeting by the shareholders shall be limited to such purpose or purposes.

Section 4. Notice of Meetings.

Except as otherwise provided by law, the authorized person or persons calling a shareholders' meeting shall cause written notice of the time and place of the meeting to be given to all shareholders of record entitled to vote at such meeting at least 10 days and not more than 60 days prior to the day fixed for the meeting. Notice of the annual meeting need not state the purpose or purposes thereof, unless action is to be taken at the meeting as to which notice is required by law, the Articles of Incorporation or the Bylaws. Notice of a special meeting shall state the purpose or purposes thereof. Any previously scheduled meeting of the shareholders may be postponed, and (unless provided otherwise by law or the Articles of Incorporation) any

Exhibit E

special meeting of the shareholders may be canceled, by resolution of the Board of Directors upon public notice given prior to the date previously scheduled for such meeting of shareholders.

Section 5. Notice of Shareholder Nominations and Shareholder Business.

5.1 Annual Meetings of Shareholders.

(a) Nominations of persons for election to the Board of Directors and the proposal of other business to be considered by the shareholders may be made at an annual meeting of shareholders only if properly brought before such meeting (i) pursuant to the Corporation's notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (ii) otherwise by or at the direction of the Board of Directors, (iii) by any shareholder of the Corporation who (A) was a shareholder of record at the time of giving of notice provided for in this Section 5.1 and at the time of the annual meeting, (B) is entitled to vote at the meeting and (C) complies with the notice procedures set forth in this Section 5.1 as to such business or nomination, or (iv) by any shareholder (or group of shareholders) who meets the requirements of and complies with all of the procedures set forth in Section 5.3 of this Bylaw.

(b) Without qualification or limitation, subject to Section 5.4(c) of this Bylaw, for any nominations or any other business to be properly brought before an annual meeting by a shareholder pursuant to Section 5.1(a)(iii) of this Bylaw, the shareholder must have given timely notice thereof in writing to the Secretary of the Corporation and such other business must constitute a proper matter for shareholder action. To be timely, a shareholder's notice shall be delivered to the Secretary of the Corporation at the principal executive office of the Corporation not earlier than the close of business on the 180th day and not later than the close of business on the 90th day prior to the first anniversary of the preceding year's annual meeting; *provided, however*, that in the event that the date of the annual meeting is more than 30 days before or more than 60 days after such anniversary date, notice by the shareholder to be timely must be so delivered not earlier than the close of business on the 180th day prior to the date of such annual meeting and not later than the close of business on the later of the 90th day prior to the date of such annual meeting or, if the first public announcement of the date of such annual meeting is less than 100 days prior to the date of such annual meeting, the 10th day following the day on which public announcement of the date of such meeting is first made by the Corporation.

(c) To be in proper form and effective for purposes hereof, a shareholder's notice (whether given pursuant to this Section 5.1(c) or Section 5.2(c) of this Bylaw) furnished to the Secretary of the Corporation must: (i) set forth, as to the shareholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (A) the name and address of such shareholder, as it appears on the Corporation's books, of such beneficial owner, if any, of any of their respective affiliates and associates and of any others acting in concert with any of the foregoing (with any such affiliates, associates or others being hereinafter referred to as "associated persons"), (B)(1) the class or series and number of shares of the Corporation which are, directly or indirectly, owned beneficially and of record by such

Exhibit E

shareholder, any such beneficial owner, and any of their associated parties, (2) any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, or any derivative or synthetic arrangement having the characteristics of a long position in any class or series of shares of the Corporation, or any contract, derivative, swap or other transaction or series of transactions designed to produce economic benefits and risks that correspond substantially to the ownership of any class or series of shares of the Corporation, including due to the fact that the value of such contract, derivative, swap or other transaction or series of transactions is determined by reference to the price, value or volatility of any class or series of shares of the Corporation, whether or not such instrument, contract or right shall be subject to settlement in the underlying class or series of shares of the Corporation, through the delivery of cash or other property, or otherwise, and without regard of whether such shareholder of record, the beneficial owner, if any, or any of their associated parties may have entered into transactions that hedge or mitigate the economic effect of such instrument, contract or right or any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation (any of the foregoing, a "Derivative Instrument") directly or indirectly owned beneficially by such shareholder, the beneficial owner, if any, or any of their associated parties, (3) any proxy, contract, arrangement, understanding, or relationship pursuant to which such shareholder, any such beneficial owner or any of their associated parties has a right to vote any shares of any security of the Corporation, (4) any agreement, arrangement, understanding, relationship or otherwise, including any repurchase or similar so-called "stock borrowing" agreement or arrangement, engaged in, directly or indirectly, by such shareholder, the beneficial owner, if any, or any of their associated parties, the purpose or effect of which is to mitigate loss to, reduce the economic risk (of ownership or otherwise) of any class or series of the shares of the Corporation by, manage the risk of share price changes for, or increase or decrease the voting power of, such shareholder, the beneficial owner, if any, or any of their associated parties with respect to any class or series of the shares of the Corporation, or which provides, directly or indirectly, the opportunity to profit or share in any profit derived from any decrease in the price or value of any class or series of the shares of the Corporation (any of the foregoing, "Short Interests"), (5) any rights to dividends on the shares of the Corporation owned beneficially by such shareholder, any such beneficial owner or any of their associated parties that are separated or separable from the underlying shares of the Corporation, (6) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such shareholder, any such beneficial owner or any of their associated parties is a general partner or, directly or indirectly, beneficially owns an interest in a general partner of such general or limited partnership, (7) any performance-related fees (other than an asset-based fee) that such shareholder, any such beneficial owner or any of their associated parties is entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, including without limitation any such interests held by immediate family members of such shareholder, any such beneficial owner or any of their associated parties sharing the same household, (8) any significant equity interests or any Derivative Instruments or Short Interests in any

Exhibit E

principal competitor of the Corporation held by such shareholder, the beneficial owner, if any, or any of their associated parties, (9) any direct or indirect interest of such shareholder, the beneficial owner, if any, or any of their associated parties in any contract with the Corporation, any affiliate of the Corporation or any principal competitor of the Corporation (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement), and (10) any other agreement, arrangement or understanding, whether or not such instrument or the rights conferred thereby are subject to settlement in underlying shares of capital stock of the Corporation, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such shareholder, any such beneficial owner or any of their associated parties, with respect to securities of the Corporation, (C) any other information relating to such shareholder and beneficial owner, if any, that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal or for the election of directors in a contested election pursuant to Section 14 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder, (D) a description of all agreements, arrangements and understandings with respect to the nomination or proposal between or among such shareholder, such beneficial owner, if any, or any of their associated parties, including, in the case of a nomination, any nominee, his or her respective affiliates and associates, and any others acting in concert with any of the foregoing, and (E) a representation whether the shareholder, the beneficial owner, if any, or any of their associated parties intends or is part of a group which intends (1) to deliver at its own cost a proxy statement or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the proposal or elect any one or more of the nominees or (2) otherwise to solicit proxies or votes from shareholders in support of such proposal or nominees; (ii) if the notice relates to any business other than a nomination of a director or directors that the shareholder proposes to bring before the meeting, set forth (A) a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and any material interest of such shareholder, any such beneficial owner or any of their associated parties in such business, and (B) the text of any resolutions proposed for consideration and, if applicable, the text of any proposed additions, amendments or other changes to any document governing the internal affairs of the Corporation; (iii) set forth, as to each person, if any, whom the shareholder proposes to nominate for election or reelection to the Board of Directors (A) all information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder (including such person's written consent to being named in the proxy statement as a nominee and to serving as a Director if elected) and (B) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among such shareholder and beneficial owner, if any, or any of their associated parties, on the one hand, and each proposed nominee, his or her respective affiliates and associates, or any others acting in concert with any of the foregoing, on the other hand, including without limitation all information that would be required to be

Exhibit E

disclosed pursuant to Item 404 of Regulation S-K promulgated under the federal securities laws if the shareholder making the nomination and any beneficial owner on whose behalf the nomination is made, if any, any affiliate or associate thereof or any other person acting in concert with any of the foregoing were the “registrant” for purposes of such item and the nominee were a director or executive officer of such registrant; (iv) with respect to each nominee for election or reelection to the Board of Directors, include both a completed and duly executed questionnaire and a duly executed agreement, each as required by Section 5.4(d) of this Bylaw; and (v) be corrected, updated, supplemented or recertified if and to the extent required under Section 5.4(f) of this Bylaw.

5.2 **Special Meetings of Shareholders.**

(a) At any special meeting of the shareholders duly convened in accordance with these Bylaws, only such business shall be conducted or considered as shall have been properly brought before the meeting pursuant to the Corporation’s notice of meeting. To be properly brought before a special meeting, proposals must be (i) specified in the Corporation’s notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors or given by the Secretary of the Corporation under La. R.S. 12:73B (or any successor provision) and Article VI(B) of the Articles of Incorporation or (ii) otherwise properly brought before the special meeting by or at the direction of the Board of Directors.

(b) Nominations of persons for election to the Board of Directors may be made at a special meeting of shareholders at which directors are to be elected pursuant to the Corporation’s notice of meeting (i) by or at the direction of the Board of Directors or (ii) provided that the Board of Directors has determined that directors shall be elected at such meeting, by any shareholder of the Corporation who (A) is a shareholder of record at the time of giving of notice provided for in this Bylaw and at the time of the special meeting, (B) is entitled to vote at the meeting, and (C) complies with the notice procedures set forth in Section 5.2(c) of this Bylaw as to such nomination.

(c) Subject to Section 5.4(c) of this Bylaw, in the event the Corporation calls a special meeting of shareholders for the purpose of electing one or more directors to the Board of Directors, any such shareholder entitled to vote in such election of directors may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Corporation’s notice of meeting, if the shareholder’s notice required by Section 5.1(b) of this Bylaw with respect to any nomination (including the completed and signed questionnaire, representation and agreement required by Section 5.4(d) of this Bylaw) shall be delivered to the Secretary of the Corporation at the principal executive office of the Corporation not earlier than the close of business on the 120th day prior to the date of such special meeting and not later than the close of business on the later of the 90th day prior to the date of such special meeting or, if the first public announcement of the date of such special meeting is less than 100 days prior to the date of such special meeting, the 10th day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting.

Exhibit E

5.3 Proxy Access Rights.

(a) Whenever the Corporation solicits proxies with respect to an election of directors at an annual meeting, the Corporation shall, subject to the terms and conditions of this Section 5.3, (i) include in its proxy statement for the annual meeting the name, together with the Required Information (as defined below), of any person nominated for election (each such person being hereinafter referred to as a “Shareholder Nominee”) to the Board of Directors by a shareholder that satisfies, or by a group of no more than ten shareholders that satisfy, the requirements of this Section 5.3 (such individual or group, including as the context requires each member thereof, being hereinafter referred to as the “Eligible Shareholder”) and all applicable laws, and who expressly elects at the time of providing the notice required by Section 5.3(g) of this Bylaw to have its nominee or nominees included in the Corporation’s proxy materials pursuant to this Section 5.3 and (ii) permit the Corporation’s shareholders to vote upon each such Shareholder Nominee, in addition to individuals nominated by the Board of Directors, in connection with such meeting. Such notice shall consist of a copy of Schedule 14N duly filed with the U.S. Securities and Exchange Commission in accordance with Rule 14a-18 promulgated under the Exchange Act and the information required to be delivered to the Corporation by this Section 5.3 (all such information collectively being hereinafter referred to as the “Section 5.3 Notice”), and such notice shall be delivered to the Corporation in accordance with the procedures and during the time period set forth in Section 5.3(g) of this Bylaw.

(b) For purposes of Section 5.3(a) of this Bylaw, the “Required Information” that the Corporation will include in its proxy statement is (i) the information concerning the Shareholder Nominee and the Eligible Shareholder that is required to be disclosed in the Corporation’s proxy statement by the regulations promulgated under the Exchange Act, by these Bylaws, by the Articles of Incorporation or by the Listing Standards (as defined below); and (ii) if the Eligible Shareholder so elects, a Statement (as defined below).

(c) The number of Shareholder Nominees (including Shareholder Nominees that were submitted by an Eligible Shareholder for inclusion in the Corporation’s proxy materials pursuant to this Section 5.3 but either are subsequently withdrawn or that the Board of Directors decides to nominate as Board of Director nominees) appearing in the Corporation’s proxy materials with respect to an annual meeting shall not exceed 20% of the number of directors in office as of the last day on which a Section 5.3 Notice of a nomination may be timely delivered pursuant to Section 5.3(g) of this Bylaw, or if such amount is not a whole number, the closest whole number below 20%. If for any reason one or more vacancies occur on the Board of Directors after the date referred to in the prior sentence but before the date of the annual meeting and the Board of Directors elects to reduce the size of the Board of Directors in connection therewith, the maximum number of Shareholder Nominees eligible for inclusion in the Corporation’s proxy materials pursuant to this Section 5.3 shall be calculated based on the number of directors in office as so reduced. In the event that the number of Shareholder Nominees submitted by Eligible Shareholders pursuant to this Section 5.3 exceeds this maximum number, each Eligible Shareholder will select one Shareholder Nominee for inclusion in the Corporation’s proxy materials until the maximum number

Exhibit E

is reached, selecting in order from the largest to the smallest of such shareholders based upon the number of shares of common stock of the Corporation each Eligible Shareholder disclosed as owned in the Section 5.3 Notice submitted to the Corporation hereunder. If the maximum number is not reached after each Eligible Shareholder has selected one Shareholder Nominee, this selection process will continue as many times as necessary, following the same order each time, until the maximum number is reached.

(d) In order to make a nomination pursuant to this Section 5.3, an Eligible Shareholder must have owned (as defined below) 3% or more of the Corporation's outstanding common stock continuously for at least three years (the "Required Shares") as of both the date the Section 5.3 Notice of the nomination is furnished in accordance with Section 5.3(g) of this Bylaw and the record date for determining shareholders entitled to vote at the annual meeting, and must continue to own the Required Shares through the applicable meeting date. To be in proper form and effective for purposes of this Section 5.3, a Section 5.3 Notice furnished to the Secretary of the Corporation must: (i) set forth one or more written statements from the record holder of the shares (and from each intermediary through which the shares are or have been held during the requisite three-year holding period) verifying that, as of a date within seven calendar days prior to the date the Section 5.3 Notice is furnished, the Eligible Shareholder owns, and has owned continuously for the preceding three years, the Required Shares, and the Eligible Shareholder's agreement to provide, within three business days after the record date for the annual meeting, written statements from the record holder and such intermediaries verifying the Eligible Shareholder's continuous ownership of the Required Shares through the record date, along with a written statement that the Eligible Shareholder will continue to hold the Required Shares through the applicable meeting date and intends to continue to hold the Required Shares for at least one additional year thereafter; (ii) set forth the information required to be included in a shareholder's notice of nomination pursuant to Section 5.1(c) of this Bylaw (excluding item (ii) thereof), together with the written consent of each Shareholder Nominee to be named in the Corporation's proxy materials as a nominee and to serving as a Director if elected; (iii) include a representation (in the form provided by the Secretary of the Corporation upon written request) that the Eligible Shareholder (A) acquired the Required Shares in the ordinary course of business and not with the intent to change or influence control at the Corporation, and that neither the Eligible Shareholder nor the Shareholder Nominee or Shareholder Nominees being nominated thereby presently has such intent, (B) has not nominated and will not nominate for election to the Board of Directors at the annual meeting any person other than the Shareholder Nominee or Shareholder Nominees being nominated pursuant to this Section 5.3, (C) has not violated the proxy solicitation rules promulgated under the Exchange Act directly or indirectly in connection with furnishing, or preparing to furnish, the Section 5.3 Notice, (D) has not engaged and will not engage in, and has not and will not be a "participant" in another person's "solicitation" within the meaning of Rule 14a-1(1) promulgated under the Exchange Act in support of the election of any individual as a Director at the annual meeting other than its Shareholder Nominee or Shareholder Nominees or a nominee of the Board of Directors, (E) will not distribute to any shareholder any form of proxy for the annual meeting other than the form distributed by the Corporation, and (F) has provided and will continue to provide information in connection with the

Exhibit E

nomination hereunder that is or will be true, correct and complete in all material respects, and does not and will not omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were or will be made, not misleading; (iv) include a written undertaking (in the form provided by the Secretary of the Corporation upon written request) that the Eligible Shareholder agrees to (A) assume all liability stemming from any legal or regulatory violation arising out of the communications with shareholders of the Corporation by the Eligible Shareholder, its affiliates and associates, or their respective agents or representatives, either before or after the furnishing of the Section 5.3 Notice, or out of the information that the Eligible Shareholder has provided or will provide to the Corporation or filed or to be filed with the U.S. Securities and Exchange Commission, including an agreement to indemnify the Corporation and its agents and representatives in respect of any such liabilities, (B) comply with all other laws and regulations applicable to any solicitation in connection with the annual meeting, including without limitation Rule 14a-9 promulgated under the Exchange Act, and (C) promptly provide to the Corporation such additional information as requested pursuant to this Section 5.3 or any other subsection of this Section 5 of these Bylaws; and (v) be corrected, updated, supplemented or recertified if and to the extent required under Section 5.4(f) of this Bylaw.

(e) Notwithstanding anything in these Bylaws to the contrary, the Corporation shall not be required to include, pursuant to this Section 5.3, any nominee information in its proxy materials (i) with respect to any meeting of shareholders for which the Secretary of the Corporation receives a notice that the Eligible Shareholder or any other shareholder of the Corporation has nominated one or more persons for election to the Board of Directors pursuant to the advance notice requirements set forth in Section 5.1 of this Bylaw, (ii) concerning any Shareholder Nominee who (A) is not independent under the Independence Standards (as defined below in Section 5.4(d) of this Bylaw), as determined in good faith by the Board of Directors or one or more of its committees, (B) provides any information to the Corporation or its shareholders required or requested pursuant to any subsection of this Section 5 of these Bylaws that is not accurate, truthful and complete in all material respects, or that otherwise contravenes any of the agreements or representations made by the Shareholder Nominee in connection with the nomination, (C) has been an officer or director of a competitor, as defined in Section 8 of the Clayton Antitrust Act of 1914, within the past three years, (D) is a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses) or has been convicted in such a criminal proceeding within the past ten years or (E) is subject to any order of the type specified in Rule 506(d) of Regulation D promulgated under the Securities Act of 1933, as amended, or (iii) with respect to any Eligible Shareholder who (A) provides any information to the Corporation or its shareholders required or requested pursuant to any subsection of this Section 5 of these Bylaws that is not accurate, truthful and complete in all material respects or (B) otherwise fails, or nominates any Shareholder Nominee who fails, to comply with its obligations pursuant to any subsection of this Section 5 of these Bylaws.

(f) The Eligible Shareholder may, at its option, provide to the Secretary of the Corporation, at the time the information required by this Section 5.3 is provided, a

Exhibit E

written statement for inclusion in the Corporation's proxy statement for the annual meeting, not to exceed 500 words, in support of the Shareholder Nominee's candidacy (the "Statement"). Notwithstanding anything to the contrary contained in this Section 5.3, the Corporation may omit from its proxy materials any information or Statement that it, in good faith, believes is materially false or misleading, omits to state any material fact, or would violate any applicable law or regulation.

(g) Notwithstanding the procedures set forth in Section 5.1 or 5.2 of this Bylaw, any Section 5.3 Notice, to be timely under this Section 5.3, must be received by the Secretary of the Corporation at the principal executive office of the Corporation within the time period applicable to notices of shareholder proposals made at annual meetings pursuant to Rule 14a-8 promulgated under the Exchange Act.

(h) For purposes of this Section 5.3, an Eligible Shareholder shall be deemed to "own" only those outstanding shares of common stock of the Corporation as to which the shareholder possesses both (i) the full voting and investment rights pertaining to the shares and (ii) the full economic interest in (including the opportunity for profit and risk of loss on) such shares; provided that the number of shares calculated in accordance with clauses (i) and (ii) shall not include any shares (x) sold by such shareholder or any of its affiliates in any transaction that has not been settled or closed, (y) borrowed by such shareholder or any of its affiliates for any purposes or purchased by such shareholder or any of its affiliates pursuant to an agreement to resell or (z) subject to any option, warrant, forward contract, swap, contract of sale, other derivative or similar agreement entered into by such shareholder or any of its affiliates, whether any such instrument or agreement is to be settled with shares or with cash based on the notional amount or value of shares of outstanding common stock of the Corporation, if, in any such case, such instrument or agreement has, or is intended to have, the purpose or effect of (1) reducing in any manner, to any extent or at any time in the future, such shareholder's or affiliates' full right to vote or direct the voting of any such shares or (2) hedging, offsetting or altering to any degree gain or loss arising from the full economic ownership of such shares by such shareholder or affiliate. For purposes of this Section 5.3, a shareholder shall "own" shares held in the name of a nominee or other intermediary so long as the shareholder retains the right to instruct how the shares are voted with respect to the election of directors and possesses the full economic interest in the shares. A shareholder's ownership of shares shall be deemed to continue during any period in which the shareholder has delegated any voting power by means of a proxy, power of attorney or other instrument or arrangement which is revocable at any time by the shareholder. The terms "owned," "owning" and other variations of the word "own" shall have correlative meanings. Whether outstanding shares of the common stock of the Corporation are "owned" for these purposes shall be determined in good faith by the Board of Directors.

(i) Whenever the Eligible Shareholder consists of a group of more than one shareholder, each provision in this Section 5.3 that requires the Eligible Shareholder to provide any written statements, representations, undertakings, agreements or other instruments or to meet any other conditions shall be deemed to require each shareholder that is a member of such group to provide such statements, representations, undertakings, agreements or other instruments and to meet such other conditions. No

Exhibit E

person may be a member of more than one group of persons constituting an Eligible Shareholder with respect to any annual meeting.

(j) Any Shareholder Nominee who is included in the Corporation's proxy materials for a particular annual meeting of shareholders but either (i) withdraws from or becomes ineligible or unavailable for election at the annual meeting or (ii) does not receive at least 25% of the votes cast in favor of the Shareholder Nominee's election will be ineligible to be a Shareholder Nominee pursuant to this Section 5.3 for the next two annual meetings.

(k) This Section 5.3 provides the exclusive method for shareholders to include nominees for Director in the Corporation's proxy materials.

5.4 **Other Related Provisions.**

(a) Subject to Section 5.4(c) of this Bylaw, only such persons who are nominated in accordance with the procedures set forth in this Section 5 of these Bylaws shall be eligible to be elected at a meeting of shareholders to serve as Directors and only such business shall be conducted at a meeting of shareholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 5 of these Bylaws. Except as otherwise provided by law, the Articles of Incorporation or these Bylaws, the Chairman of the meeting shall have the power and duty (i) to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 5 of these Bylaws (including without limitation whether (A) the shareholder or beneficial owner, if any, on whose behalf the nomination or proposal is made solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies or votes in support of such shareholder's nominee or proposal in compliance with such shareholder's representation furnished pursuant to Section 5.1(c)(i)(E) of this Bylaw and (B) such shareholder, any such beneficial owner, and any such nominee has duly and timely furnished all information or agreements required to be furnished under this Section 5 of these Bylaws and complied with all undertakings, representations or commitments associated therewith) and (ii) if any proposed nomination or business is not in compliance with this Section 5 of these Bylaws, to declare that such defective proposal or nomination shall be disregarded.

(b) Notwithstanding the foregoing provisions of this Section 5 of these Bylaws, a shareholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations promulgated thereunder with respect to the matters set forth in this Section 5; provided, however, that any references in these Bylaws to the Exchange Act or the rules promulgated thereunder are not intended to and shall not limit the requirements applicable to nominations or proposals as to any other business to be considered pursuant to Section 5.1(a)(iii), Section 5.2(b)(ii) or Section 5.3 of this Bylaw.

(c) Except for proposals properly made in accordance with Rule 14a-8 promulgated under the Exchange Act and included in the notice of meeting duly given by or at the direction of the Board of Directors under this Section 5 of these Bylaws,

Exhibit E

compliance with Section 5.1(a)(iii), Section 5.2(b)(ii) and Section 5.3 shall be the exclusive means for a shareholder to bring matters before an annual meeting of shareholders or a special meeting of shareholders, respectively. Nothing in this Bylaw shall be deemed to affect any rights (i) of shareholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act or (ii) of the holders of any series of Preferred Stock if and to the extent provided for under law, the Articles of Incorporation or these Bylaws. Except as otherwise expressly provided to the contrary in Rule 14a-8 or Section 5.3, nothing in these Bylaws shall be construed to permit any shareholder, or give any shareholder the right, to include or have disseminated or described in the Company's proxy statement any director nominations or any other proposal.

(d) To be eligible to be a nominee for election or reelection as a Director of the Corporation, a person nominated by any shareholder must deliver (in accordance with the time periods prescribed for delivery of notice under the applicable subsection of this Section 5 of these Bylaws) to the Secretary of the Corporation at the principal executive office of the Corporation a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary of the Corporation upon written request) and a written agreement (in the form provided by the Secretary of the Corporation upon written request) that such person (i) is not and will not become a party to (A) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a Director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been fully disclosed in writing to the Board of Directors or (B) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a Director of the Corporation, with such person's fiduciary duties under applicable Louisiana law, (ii) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with such person's candidacy, service or action as a Director that has not been fully disclosed in writing to the Board of Directors, (iii) in such person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a Director of the Corporation, and will comply with all applicable publicly-disclosed corporate governance, conflict of interest, ethics, confidentiality, stock ownership and trading policies and guidelines of the Corporation, (iv) acknowledges that, if elected as a Director of the Corporation, such person will owe a fiduciary duty, under applicable Louisiana law, to the Corporation and its shareholders, (v) represents that all of the information that such person has provided and will provide is or will be true, correct and complete in all material respects, and does not and will not omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were or will be made, not misleading, (vi) meets, and will continue to meet, all qualifications to serve as a Director of the Corporation specified in Section 11 of Article II of these Bylaws or Article IV(F) of the Articles of Incorporation, and is otherwise in all respects eligible, and will continue to be eligible, to serve as a Director without causing the Corporation to be in violation of these Bylaws, the Articles of Incorporation, the Listing Standards

Exhibit E

(as defined below), or any other applicable state or federal law or regulation and (vii) will abide by the requirements of Section 8.3 of Article IV of these Bylaws. The Corporation may require any proposed nominee to furnish such other information (i) as may reasonably be requested by the Corporation to determine whether the Director would be independent under the Listing Standards, any applicable rules of the U.S. Securities and Exchange Commission, or any publicly-disclosed standards used by the Board of Directors in determining and disclosing the independence of the Corporation's Directors (collectively, the "Independence Standards"), (ii) that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, of such nominee or (iii) that may reasonably be required to determine the eligibility of such nominee to serve as a Director of the Corporation.

(e) The right of any shareholder to make any nominations or proposals under any subsection of this Section 5 of these Bylaws is subject to the condition that the shareholder of record deliver (in accordance with the time limits prescribed for delivery of notice under the applicable subsection of this Section 5 of these Bylaws) to the Secretary of the Corporation at the principal executive office of the Corporation a written representation that either such record shareholder or the beneficial owner, if any, on whose behalf the nomination or proposal is being made intends to attend the applicable meeting of shareholders to address any questions regarding the nomination or proposal and, in the event of any nomination or proposal made pursuant to Section 5.1 or 5.2 of these Bylaws, to propose such action at the meeting.

(f) Any notice or information furnished under any subsection of this Section 5 of these Bylaws shall be promptly corrected if the party furnishing it becomes aware of a material error, deficiency or change in circumstances. In addition, any party providing any notice or information under any subsection of Section 5 of these Bylaws must deliver to the Secretary of the Corporation at the principal executive office of the Corporation, not later than three business days after the record date for the meeting and three business days after the date that is ten business days prior to the meeting or any adjournment or postponement thereof, (A) any such written updates and supplements necessary to ensure that the notice or information previously provided or required to be provided shall be true and correct as of both such dates or (B) a written certification that no such updates or supplements are necessary and that the notice or information previously provided remains true and correct as of both such dates.

(g) For purposes of this Section 5 of these Bylaws, (i) "affiliate" and "associate" shall each have the respective meanings ascribed to them in Rule 405 promulgated under the Securities Act of 1933, as amended; provided, however, that with respect to any investment company (as defined in the Investment Company Act of 1940, as amended, whether or not exempt from registration thereunder), "affiliate" shall also include all other investment companies managed by the same investment adviser or any of its affiliates, (ii) "public announcement" shall mean disclosure in a press release reported by a national news service or in a document publicly filed by the Corporation with the U.S. Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder, and (iii) "Listing Standards" shall mean the rules and listing standards of the principal U.S. securities exchange upon which the Corporation's common stock is listed.

Exhibit E

(h) In no event shall any adjournment or postponement of an annual or special meeting or the announcement thereof commence a new time period (or extend any time period) for the giving of any notice required under any subsection of this Section 5 of these Bylaws. In no event shall a shareholder be permitted to change any person nominated to serve as a Director under any subsection of this Section 5 of these Bylaws after the end of the last day of the applicable notice period, even if the proposed nominee dies, is incapacitated, is disqualified for any reason (including failure to meet or to continue to meet any requirements imposed under any subsection of this Section 5 of these Bylaws), resigns or is otherwise unwilling or unable to serve for any other reason.

(i) The Board of Directors or a committee thereof may adopt such rules or guidelines for applying the provisions of this Section 5 of these Bylaws as it determines are appropriate. To be considered duly furnished or delivered hereunder, any notice, undertaking, questionnaire, agreement or other instrument required to be provided under any subsection of this Section 5 of these Bylaws must be furnished or delivered in a form reasonably satisfactory to the Board of Directors or one or more of its committees.

Section 6. Quorum.

6.1 **Establishment of Quorum.** Except as otherwise provided by law, at all meetings of shareholders the presence, in person or by proxy, of the holders of a majority of the Total Voting Power shall constitute a quorum to organize the meeting; *provided, however*, that this subsection shall not have the effect of reducing the vote required to approve any matter that may be established by law, the Articles of Incorporation or these Bylaws. Shares of Voting Stock as to which the holders have voted or abstained from voting with respect to any matter considered at a meeting, or which are subject to Non-Votes (as defined in Section 6.3 below), shall be counted as present for purposes of constituting a quorum to organize a meeting.

6.2 **Withdrawal.** If a quorum is present or represented at a duly organized meeting, such meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum, or the refusal of any shareholders present to vote.

6.3 **Non-Votes.** As used in these Bylaws, “Non-Votes” shall mean the number of votes as to which the record holder or proxy holder of shares of Capital Stock has been precluded from voting thereon (whether by law, regulations of the Securities and Exchange Commission, rules or bylaws of any national securities exchange or other self-regulatory organization, or otherwise), including without limitation votes as to which brokers may not or do not exercise discretionary voting power under the rules of the New York Stock Exchange with respect to any matter for which the broker has not received voting instructions from the beneficial owner of the voting shares.

Section 7. Voting Power Present or Represented.

For purposes of determining the amount of Total Voting Power present or represented at any annual or special meeting of shareholders with respect to voting on any particular matter,

Exhibit E

shares as to which the holders have abstained from voting, and shares which are subject to Non-Votes, will be treated as not present and not cast.

Section 8. Voting Requirements.

8.1 **General Voting Standard.** When a quorum is present at any meeting, the vote of the holders of a majority of the Total Voting Power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of law, regulation, the Articles of Incorporation or Subsection 8.2 below, a different vote is required, in which case such express provision shall govern and control the decision of such question.

8.2 **Majority Director Election Standard.** Subject to the rights of the holders of any series of preferred stock and except as otherwise required by law or the Articles of Incorporation, each director to be elected by the shareholders must receive a majority of the votes cast with respect to the election of that director at any meeting for the election of directors at which a quorum is present, provided that if the number of nominees exceeds the number of directors to be elected in a contested election, the directors will be elected by a plurality of the shares represented in person or by proxy at the meeting and entitled to vote on the election of directors. For purposes of this section, (i) a “majority of votes cast” means that the number of votes cast “for” a director’s election exceeds the number of votes cast as “withheld” or “against” with respect to that director’s election and (ii) a “contested election” means that the number of persons properly nominated to serve as directors of the Corporation exceeds the number of directors to be elected.

8.3 **Resignation Offers.** If a director nominee who is an incumbent director is not elected and no successor has been elected at the same meeting, the director must submit to the Board of Directors promptly after the certification of the election results a letter offering to resign from the Board of Directors (a “Resignation Offer”). The Nominating and Corporate Governance Committee will consider the Resignation Offer and will make a recommendation to the Board of Directors whether to accept the Resignation Offer, reject the Resignation Offer or take other action. The Board of Directors, taking into account the Nominating and Corporate Governance Committee’s recommendation and any other factors they deem relevant, will act on each Resignation Offer within 90 days from the date of the certification of the election results and will disclose promptly in a Form 8-K Report filed with the Securities and Exchange Commission its decision and the rationale therefor.

Section 9. Proxies.

At any meeting of the shareholders, every shareholder having the right to vote shall be entitled to vote in person or by proxy appointed by an instrument in writing subscribed by such shareholder and bearing a date not more than 11 months prior to the meeting, unless the instrument provides for a longer period, but in no case will an outstanding proxy be valid for longer than three years from the date of its execution. The person appointed as proxy need not be a shareholder of the Corporation.

Section 10. Adjournments.

Exhibit E

10.1 **Adjournments of Meetings.** In accordance with the provisions of applicable law, the Board of Directors, acting by resolution, may postpone and reschedule any previously scheduled meeting of shareholders, whether annual or special. In addition, any meeting of shareholders, whether annual or special, may be adjourned from time to time either by the chairman of the meeting or by the vote of the holders of a majority of the Total Voting Power present in person or by proxy at the meeting. When a meeting is adjourned to another time or place, if any, notice need not be given of the adjourned meeting if the time and place, if any, thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 45 days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

10.2 **Lack of Quorum.** If a meeting cannot be organized because a quorum has not attended, those present may adjourn the meeting to such time and place as they may determine, subject, however, to the provisions of Section 10.1 hereof. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum as fixed in Section 6.1 hereof, shall nevertheless constitute a quorum for the purpose of electing Directors.

Section 11. Written Consents.

Any action required or permitted to be taken at any annual or special meeting of shareholders may be taken only upon the vote of the shareholders, present in person or represented by duly authorized proxy, at an annual or special meeting duly noticed and called, as provided in these Bylaws, and may not be taken by a written consent of the shareholders pursuant to the Business Corporation Law of the State of Louisiana.

Section 12. List of Shareholders.

At every meeting of shareholders, a list of shareholders entitled to vote, arranged alphabetically and certified by the Secretary or by the agent of the Corporation having charge of transfers of shares, showing the number and class of shares held by each shareholder on the record date for the meeting, shall be produced on the request of any shareholder.

Section 13. Procedure at Shareholders' Meetings.

13.1 **Presiding Officers.** At every meeting of the shareholders the presiding chairman shall be the Chairman of the Board of Directors or, in the event of his or her absence or disability, the Chief Executive Officer or, in the event of his or her absence or disability, a chairman chosen by resolution of the Board of Directors. The Secretary or, in the event of his or her absence or disability, any Assistant Secretary or, in the absence of both, an appointee of the presiding chairman, shall act as secretary of the meeting.

13.2 **Conduct of Meeting.** The Board of Directors may make such rules or regulations for the conduct of meetings of shareholders as it shall deem necessary, appropriate or convenient. Subject to any such rules and regulations, the chairman presiding at any meeting shall have the right and authority to prescribe rules, regulations and procedures for such meeting and to take all such actions as in the judgment of the chairman are appropriate for the proper conduct of such

Exhibit E

meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting, either of which may be changed at any meeting at which a quorum is present by the vote of a majority of the Total Voting Power of those present thereat in person or by proxy; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) rules and procedures relating to the casting of ballots or the tabulation of voting at the meeting; (iv) limitations on attendance at or participation in the meeting to shareholders of record of the Company, their duly authorized and constituted proxies or such other persons as the chairman of the meeting or his or her designee may determine; (v) restrictions on entry to the meeting after the commencement thereof; (vi) limitations on the time allotted to questions or comments of any particular participant or by all participants as a group; and (vii) other similar rules, procedures, limitations or restrictions designed to enhance the efficiency, productivity or civility of the meeting. The presiding chairman may interpret and apply any such rules, regulations, procedures, limitations or restrictions as he or she sees fit under the circumstances, in addition to changing the order of business at the meeting or making any other determinations that he or she deems appropriate for the proper conduct of the meeting. Unless and to the extent determined by the Board of Directors or the presiding chairman, meetings of shareholders shall not be required to be held in accordance with the rules of parliamentary procedure.

ARTICLE V. CERTIFICATES OF STOCK

Any certificates of stock issued by the Corporation shall be numbered, shall be entered into the books of the Corporation as they are issued, and shall be signed in the manner required by law by any two officers of the Corporation. The Corporation may elect to issue uncertificated shares of stock.

ARTICLE VI. REGISTERED SHAREHOLDERS

The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and accordingly shall not be bound to recognize any beneficial, equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as expressly provided by the laws of Louisiana.

ARTICLE VII. LOSS OF CERTIFICATE

Any person claiming a certificate of stock to be lost or destroyed shall make an affidavit or affirmation of that fact, and the Board of Directors, the General Counsel or the Secretary may, in his or its discretion, require the owner of the lost or destroyed certificate or his legal representative, to give the Corporation a bond, in such sum as the Board of Directors, the General Counsel or the Secretary may require, to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss or destruction of any such certificate; a new certificate of the same tenor and for the same number of shares as the one

Exhibit E

alleged to be lost or destroyed, may be issued without requiring any bond when, in the judgment of the Board of Directors, the General Counsel or the Secretary, it is proper to do so.

ARTICLE VIII. CHECKS

All checks, drafts and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors or the executive officers may from time to time designate.

ARTICLE IX. DIVIDENDS

Dividends upon the capital stock of the Corporation, subject to the provisions of the Articles of Incorporation, if any, may be declared by the Board of Directors at any regular or special meetings, pursuant to law.

ARTICLE X. INAPPLICABILITY OF LOUISIANA CONTROL SHARE STATUTE

The provisions of La. R.S. 12:135 through 12:140.2 shall not apply to control share acquisitions of shares of the Corporation's Capital Stock.

ARTICLE XI. CERTAIN DEFINITIONS

The terms Capital Stock, Continuing Directors, Total Voting Power and Voting Stock shall have the meanings ascribed to them in the Articles of Incorporation; *provided, however*, that for purposes of Sections 3 and 6 of Article IV of these Bylaws, Total Voting Power shall mean the total number of votes that holders of Capital Stock are entitled to cast generally in the election of Directors. All references herein to the Articles of Incorporation shall mean, as of any particular date, the Corporation's Articles of Incorporation, as amended or restated through such date.

ARTICLE XII. AMENDMENTS

These Bylaws may only be altered, amended or repealed in the manner specified in the Articles of Incorporation.

* * * * *

- Amended in their entirety - May 23, 1995
- Amended Article I, Section I, Subsection 1.1(L), added new Subsection 1.1(O), and amended Subsection 1.2 - October 7, 1996
- Amended Article III, Section 1.1(B), Section 1 by adding new Subsection 1.3, Sections 3 and 4 amended in their entirety - November 21, 1996

Exhibit E

- Amended Article I, Section I by adding, deleting, revising or renumbering various paragraphs of Subsection 1.1 and by revising Subsection 1.2 - October 7, 1998
- Amended Article I, Section 1 by adding or renumbering various paragraphs of Subsection 1.1 and by revising Subsection 1.2, and amended Article IV, Section 5, Subsections 5.2 and 5.7 in their entirety - November 19, 1998
- Amended Article I, Section I by adding Subsection 1.1(G), amending Subsection 1.2 and renumbering subsections - August 24, 1999
- Amended Article III, Section 1.1(D) - November 18, 1999
- Amended Article III in its entirety - February 25, 2003
- Amended Article I, Section 1.1(A, B and P) and Article II, Section 3.1 - August 26, 2003
- Amended Article I, Section 1.1 (A, B, D, G, H and N) and Section 1.2, added new Article I, Section 3, and amended Article II, Sections 2, 3.1, 3.2 and 10, Article III, Sections 1.1 and 5, Article IV, Sections 3, 6.1 and 13, Article V and Article VIII – July 1, 2009
- Amended Article IV, Section 8 by revising Subsection 8.1 and adding Subsections 8.2 and 8.3 – April 7, 2010
- Amended cover page and table of contents to reflect name change – November 4, 2010
- Amended Article I by revising Section 1.1 and deleting Section 3, and amended Article II, Section 2 and 11, Article III, Sections 3 and 5, Article IV, Sections 5, 10 and 13, and Articles V, X and XI – February 21, 2014
- Amended Article IV, Section 5, by adding new Subsection 5.3 and amending Subsections 5.1(a), 5.4(b) and 5.4(c) – effective as of May 28, 2014.

Exhibit F

State of California

Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: CENTURYLINK COMMUNICATIONS, LLC

REGISTERED IN CALIFORNIA AS: CENTURYLINK COMMUNICATIONS, LLC

FILE NUMBER: 200900210309
REGISTRATION DATE: 01/02/2009
TYPE: FOREIGN LIMITED LIABILITY COMPANY
JURISDICTION: DELAWARE
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is qualified to transact intrastate business in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of March 16, 2017.

ALEX PADILLA
Secretary of State

RAO

State of California

Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

CENTURYTEL OF EASTERN OREGON, INC.

FILE NUMBER: C0835174
REGISTRATION DATE: 12/29/1977
TYPE: FOREIGN CORPORATION
JURISDICTION: OREGON
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is qualified to
transact intrastate business in the State of California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of March 16, 2017.

ALEX PADILLA
Secretary of State

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

CENTURYLINK PUBLIC COMMUNICATIONS, INC.

FILE NUMBER: C2055145
REGISTRATION DATE: 09/10/1997
TYPE: FOREIGN CORPORATION
JURISDICTION: FLORIDA
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is qualified to
transact intrastate business in the State of California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of March 16, 2017.

ALEX PADILLA
Secretary of State

Exhibit G

Exhibit G
Joint Application for Transfer of Control of Level 3 Operating Entities
CenturyLink, Inc. List of Officers and Directors

Officers of CenturyLink, Inc.

Glen F. Post, III, Chief Executive Officer and President
G. Clay Bailey, Senior Vice President, Operational Transformation
William E. Bradley, Senior Vice President, Cyber Engineering and Technology Services
James L. Butler, Vice President, Deputy General Counsel, Assistant Secretary and Chief Ethics and Compliance Officer
David D. Cole, Executive Vice President - Controller and Operations Support
Dean J. Douglas, President - Enterprise Markets
R. Stewart Ewing, Jr., Executive Vice President, Chief Financial Officer and Assistant Secretary
Stacey W. Goff, Executive Vice President, Chief Administrative Officer, General Counsel and Secretary
Aamir M. Hussain, Executive Vice President and Chief Technology Officer
Maxine L. Moreau, President - Consumer Markets
Scott A. Trezise, Executive Vice President - Human Resources
Girish K. Varma, President - IT and Managed Services
Glynn E. Williams, Jr., Vice President and Treasurer

Directors of CenturyLink, Inc.

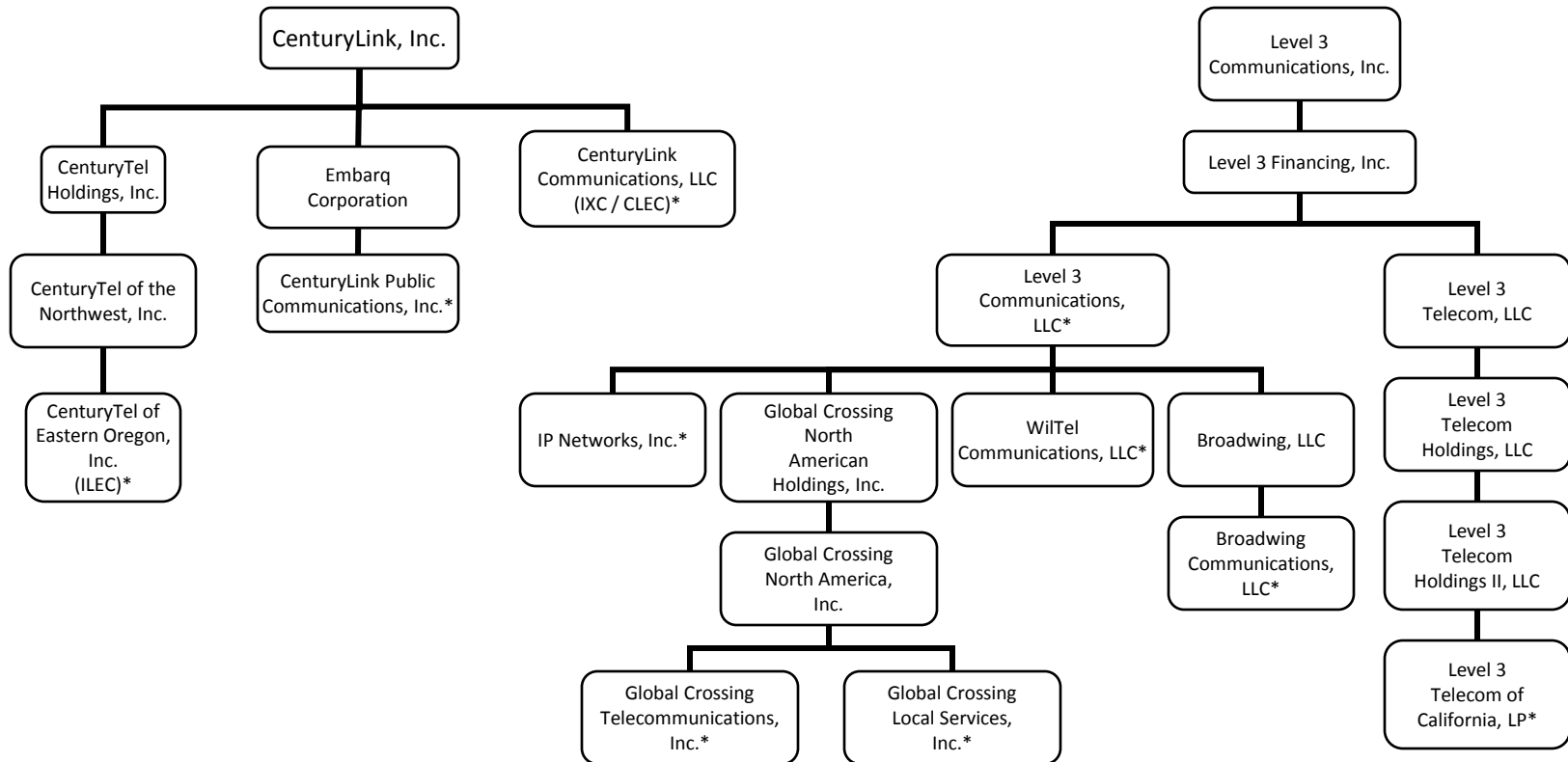
Glen F. Post, III	William A. Owens
Martha H. Bejar	Harvey P. Perry
Virginia Boulet	Michael J. Roberts
Peter C. Brown	Laurie A. Siegel
W. Bruce Hanks	
Mary L. Landrieu	

See link for further details on Directors:

<http://www.centurylink.com/aboutus/governance/board.html>

CALIFORNIA

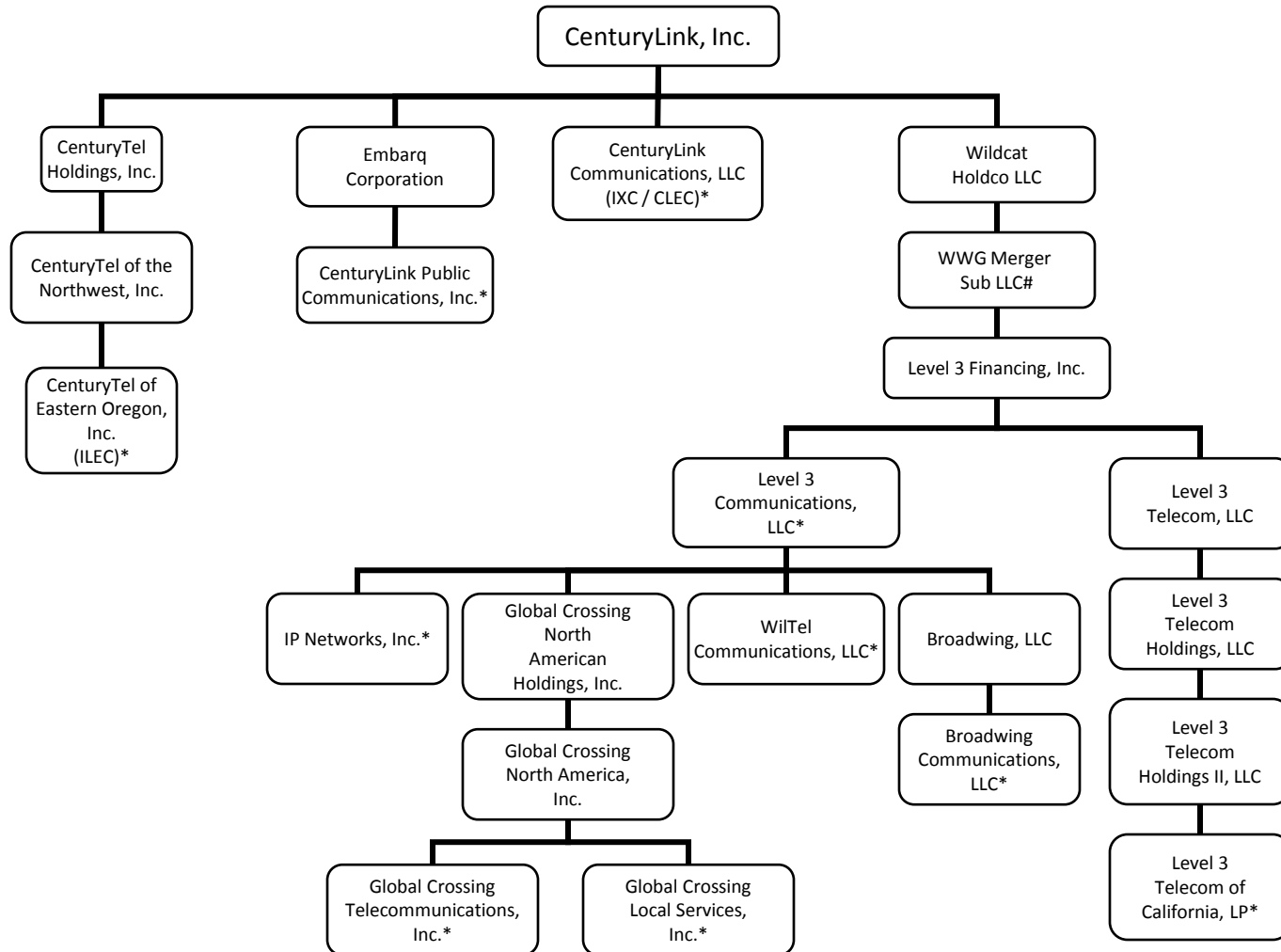
Pre-Merger Corporate Structure



*California certificated telecommunications carriers

Exhibit H
Joint Application for Transfer of Control of Level 3 Operating Entities
CALIFORNIA

Post-Merger Corporate Structure



#Surviving entity after merging with Level 3 Communications, Inc.

*California certificated telecommunications carriers

Confidential Exhibit I

Confidential Exhibit I
Joint Application for Transfer Control of Level 3 Operating Entities
California Annual Capital Expenditures

	CenturyLink		Level 3	
Cap-X (millions)				
2015	\$			
2016	\$			
2017	\$			

* Includes January and February 2017 only

**Includes January 2017 only

Confidential Exhibit J

No maps attached

Confidential Exhibit K

Confidential Exhibit K
Joint Application for Transfer Control of Level 3 Operating Entities
California On-Net and Off-Net Buildings and Fiber Route Miles

	CenturyLink	Level 3
On-net Buildings		
Off-net Buildings		
Long Haul Fiber Route Miles		
Owned		
Leased		
Metro Fiber Route Miles		
Owned		
Leased		
* Of the On-net buildings,		

Confidential Exhibit L

Confidential Exhibit L
Joint Application for Transfer of Control of Level 3 Operating Entities
Level 3 Communications, Inc. and the Level Operating Entities' Verification of Application
per Rule of Practice and Procedure 2.1 and D.13-05-035

I, Kristie Ince, am the Vice President of State Public Policy at Level 3 Communications, Inc. and the Level 3 Operating Entities¹ (collectively referred to as "Level 3") and verify, based on my personal knowledge and/or on information and belief, the following on their behalf:

1. I have read the attached Joint Application for Transfer of Control of the Level 3 Operating Entities and certify that, to the best of my knowledge, the statements contained therein are true and correct.
2. The Level 3 Operating Entities are in compliance with all surcharge and user fee remittances, bonding requirements under D.13-03-035, and the annual reporting obligation imposed by the Commission. **[BEGIN CONFIDENTIAL]**
[REDACTED]
[END CONFIDENTIAL]
3. There are no formal or informal complaints pending against any of the Level 3 Operating Entities nor have any of them been fined or sanctioned by the Commission.
4. The Commission has not fined or sanctioned any of the Level 3 Operating Entities.

I affirm and declare under penalty of perjury under the laws of the State of California, including Rule 1.1 of the California Public Utilities Commission's Rules of Practice and Procedure, that, to the best of my knowledge, all of the statements and representations made in this Application are true and correct.



Signature

¹ The Level 3 Operating Entities include the following certificated entities: Broadwing Communications, LLC (U-5525-C); Global Crossing Local Services, Inc. (U-5685-C); Global Crossing Telecommunications, Inc. (U-5005-C); IP Networks, Inc. (U-6362-C); Level 3 Communications, LLC (U-5941-C); Level 3 Telecom of California, LP (U-5358-C); and WilTel Communications, LLC (U-6146-C).

Exhibit M
(Confidential as to
Attachment B as
Marked)

Exhibit M
Joint Application for Transfer of Control of Level 3 Operating Entities
CenturyLink, Inc. Verification of Application per Rule of Practice
and Procedure 2.1 and D.13-05-035

I, Norman Curtright, am a Senior Counsel of CenturyLink, Inc. ("CenturyLink") and verify, based on my personal knowledge and/or on information and belief, the following on its behalf:

1. I am not an officer of CenturyLink and no officer resides in California or in the county where Mr. Bloomfield's offices are located. Thus, pursuant to Commission Rule of Practice and Procedure 1.11(d), I verify and declare that I am a representative of CenturyLink and have read the attached Joint Application for Transfer of Control of the Level 3 Operating Entities and certify that, to the best of my knowledge, the statements contained therein are true and correct.
2. CenturyLink, and the Level 3 Operating Entities identified in the attached Application, agree to use their best efforts to comply with all federal and state statutes, rules, and regulations, and state contractual rules and regulations, if granted the request as stated in this Application.
3. Except as noted below on Attachment A, neither CenturyLink, any of its affiliates, officers, directors, partners, agents, or owners (directly or indirectly) of more than 10% of CenturyLink, or anyone acting in a senior management capacity for applicant: (a) held one of these positions with a company that filed for bankruptcy; (b) been personally found liable, or held one of these positions with a company that has been found liable, for fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others; (c) been convicted of a felony; (d) been (to his/her knowledge) the subject of a criminal referral by judge or public agency; (e) had a telecommunications license or operating authority denied, suspended, revoked, or limited in any jurisdiction; (f) personally entered into a settlement, or held one of these positions with a company that has entered into settlement of criminal or civil claims involving violations of sections 17000 *et seq.*, 17200 *et seq.*, or 17500 *et seq.* of the California Business & Professions Code, or of any other statute, regulation, or decisional law relating to fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others; or (g) been found to have violated any statute, law, or rule pertaining to public utilities or other regulated industries; or (h) entered into any settlement agreements or made any voluntary payments or agreed to any other type of monetary forfeitures in resolution of any action by any regulatory body, agency, or attorney general.
4. Except as noted below on Confidential (as marked) Attachment B, and to the best of CenturyLink's knowledge, neither CenturyLink, any affiliate, officer, director, partner, nor owner of more than 10% of applicant, or any person acting in such capacity whether or not formally appointed, is being or has been investigated by the Federal

Communications Commission or any law enforcement or regulatory agency for failure to comply with any law, rule or order.¹

I affirm and declare under penalty of perjury under the laws of the State of California, including Rule 1.1 of the California Public Utilities Commission's Rules of Practice and Procedure, that, to the best of my knowledge, all of the statements and representations made in this Application are true and correct.

/s/
Signature

¹ This statement is not intended to include the current proceedings at the FCC regarding the Transaction.

Attachment A

CenturyLink, Inc. is an S&P 500 company, and is on the Fortune 200 list of America's largest corporations with approximately 40,000 employees. CenturyLink serves as a competitive local exchange carrier (CLEC) and interexchange carrier (IXC) throughout the United States and as an incumbent local exchange carrier (ILEC) providing services in 37 states. CenturyLink provides service to approximately 11.2M access lines, 6M broadband customers and 318K video customers. Like other companies of a similar size, and given the scope and nature of CenturyLink's business, CenturyLink is a party to formal or informal disputes, Attorney General or regulatory investigations, and litigation from time to time, including allegations related to rates, service, billing, and sales practices. For additional information on pending material matters, please refer to the Company's latest Form 10K (annual report) and Form 10Q (quarterly report) available at <http://ir.centurylink.com/docs.aspx?iid=4057179>

Notwithstanding the statement above, CenturyLink has used its due diligence to identify any exceptions to the representations made in Paragraph 2 for the time period April 1, 2011, the date of the merger of CenturyLink and Qwest Corporation, to the filing date of this Application.

Exhibit M, Attachment A
Joint Application for Transfer of Control of Level 3 Operating Entities
FCC Proceedings
(2011-2017)

Case Name	Docket No.	Outcome	Description
In the Matter of: CenturyLink, Inc. Compliance with the Commission's Rules and Regulations Governing Customer Proprietary Network Information	Docket No. DA 12-1925	CenturyLink agreed to a compliance plan and a voluntary contribution to the U.S. Treasury of \$150,000. The consent decree terminated on December 4, 2014.	On December 4, 2012, CenturyLink entered a consent decree with the Federal Communications Commission, after self-reporting the temporary failure of one of its CPNI opt-out recording systems affecting a subset of the company's customers. The failure arose during integration of CenturyLink and Embarq CPNI opt-out systems. As a result of the inadvertent failure, an estimated 450 business customers likely received an unsolicited mailing advertising additional CenturyLink services. The company implemented procedures to avoid a similar failure.
In the Matter of: CenturyLink, Inc. Consent Decree to resolve FCC investigation Into Compliance with a Voluntary Merger Commitment	Docket No. DA 13-1070	CenturyLink agreed to a compliance plan, a voluntary contribution to the U.S. Treasury of \$250,000, and a 12 month extension of the original commitment to provide discounted broadband service to eligible households. The consent decree terminated on May 22, 2016.	On May 22, 2013, CenturyLink entered a consent decree with the Federal Communications Commission, resolving an FCC investigation into whether the company was complying fully with its voluntary commitment, as part of the CenturyLink/Qwest merger, to offer a discounted broadband offering for Lifeline-eligible households that lacked broadband service. The FCC had alleged that some consumers received inaccurate information about the discount program when calling company representatives.
In the Matter of: CenturyLink, Inc. Consent Decree to Resolve FCC Investigation into Delayed Notice to PSAPs of 911 Outage	Docket No. DA 15-406	CenturyLink implemented a compliance plan to reduce the impact of future 911 failures and provide more expeditious notice to affected PSAPs. The company also paid a fine of \$16 million. The consent decree remains in effect until April 6, 2018. Separately, the FCC entered similar consent decrees and fines with Verizon and with the 911 provider Intrado.	On April 6, 2015, CenturyLink entered a consent decree with the Federal Communications Commission, resolving an FCC investigation into alleged failure to timely notify all PSAPs affected by a multistate 911 outage. The FCC found that the outage was caused by a coding error at an unaffiliated 911 provider, Intrado Communications.

Exhibit M, Attachment A
Joint Application for Transfer of Control of Level 3 Operating Entities
CPUC Proceedings
(2000-2017)

Case Name	Docket No.	Outcome	
Investigation into the Operations and Practices of Qwest Communications Corporation, et al. Concerning Compliance with Statutes, Commission Decisions and Other Requirements Applicable to the Utility's Installation of Facilities in California for Providing Telecommunications Service.	Investigation 00-03-001	In May 2006, Qwest and CPSD entered into a settlement agreement under which Qwest agreed, without any admission of liability, to (among other things) pay \$150,000 to the State General Fund; \$30,000 to one of several Native American organizations and to provide various reports to the Commission on a regular basis. The Settlement Agreement was approved in D.06-10-027.	
Investigation on the Commission's own motion into the operations, practices, and conduct of Qwest Communications Corporation (Qwest), U-5335-C and its wholly owned subsidiary, LCI International Telecommunications Corporation, doing business as Qwest Communications Services (LCIT), U-5270-C to determine whether Qwest and LCIT have violated the laws, rules and regulations governing the manner in which California consumers are switched from one long distance carrier to another and billed for long distance telephone services. Investigation on the Commission's own motion	Investigation 00-11-052	In D.02-10-059, the Commission imposed a fine of \$20,340,500 for the violations and required reparations and various other conditions.	

Exhibit M, Attachment A
Joint Application for Transfer of Control of Level 3 Operating Entities
AG Proceedings
(2011-2017)

State	Case Name	Docket No.	Outcome	Description
AZ	In the Matter of Qwest Corporation d/b/a CenturyLink QC	Docket No. CV2016-002842	CenturyLink agreed in a Consent Decree to the following: <ul style="list-style-type: none">· Comply with the Arizona Consumer Fraud Act· Within 3 business days of a customer placing an order, the customer shall receive via electronic mail and/or mail changes to their account and disclosures regarding material terms/conditions. Customers shall also be told orally on the phone by the customer service representative.· Process a consumer's service cancellation request within three business days and give customer request for modems/equipment, etc.· Pay for any attorneys fees and costs for investigation	The Attorney General in Arizona filed a suit against Qwest Corporation d/b/a CenturyLink QC regarding an alleged violation of the Arizona Consumer Fraud Act, A.R.S. §§44-1521 – 44-1534. The Attorney General alleged that CenturyLink QC customer service representatives failed to reveal that after the promotional rate for services ended the prior to the contract term and if the customer wanted to discontinue service prior to the contract term, they would be subject to an early termination fee.

Exhibit M, Attachment A
Joint Application for Transfer of Control of Level 3 Operating Entities
State Commission and Agency Proceedings
(2011-2017)

State	Case Name	Docket No.	Outcome	Description
Iowa	In re: Office of Consumer Advocate v. Qwest Corporation d/b/a CenturyLink QC	Docket Nos. FCU-2015-0008, FCU-2015-0012 and WRU-2015-0035-0272	Quarterly OOS Reports/Free Remote Calling for Customers (via Board Order)	In 2015, the Iowa Utilities Board consolidated 27 individual complaints against Qwest Corporation d/b/a CenturyLink QC in regards to failing to restore service within 72 hours of receiving trouble reports pursuant to Rule 199 IAC 22.6(3).
Minnesota	In the Matter of a Commission Investigation into Qwest Corporation's Provision of Network Elements to CLECs and into Related Marketing Practices Targeting CLEC Customers	Docket No: P-421/CI-09-1066	Settlement Agreement to address marketing and provisioning issues	On September 17, 2009, the Minnesota Commission opened an investigation into claims that Qwest Corporation d/b/a CenturyLink QC (Qwest), an incumbent local exchange carrier, was violating 47 U.S.C. §§ 251 et seq. and Minn. Stat. § 237.121. In particular, the Commission sought to explore two broad topics: <ul style="list-style-type: none"> • Whether Qwest had failed to provide network elements – in particular, elements that would permit competitive local exchange carriers (CLECs) to provide their retail customers with broadband service using a variety of digital subscriber line technologies (xDSL) -- on terms that were just, reasonable, and non-discriminatory. • Whether Qwest gained information and access while providing wholesale services to CLECs, and improperly used this information and access to market Qwest retail services to the CLEC's customers.
Missouri	State of Missouri ex rel., Attorney General Chris Koster and Missouri Department of Natural Resources v. Savvis Communications Corporation	Docket No: 13SL-CC01703	\$15,000 payment and implementation and filing of E-Waste Plan	On September 9, 2013, The Missouri Department of Natural Resources believed that Savvis Communications Corporation (a subsidiary of CenturyLink, Inc.) transported Hazardous Waste which consisted of electronics in direct violation of Missouri Hazardous Waste Management Law. On September 20, 2013, Savvis Communications Corporation entered into a Consent Judgment with the State Of Missouri in the Circuit Court of St. Louis County, Missouri for a penalty and implementing an E-Waste Plan.
Montana	In the Matter of CenturyLink QC's Service Quality and Its Response to Notice of Commission Action in Docket N2014.3.38 Including Petition for Waiver of Admin. R. Mont. 38.5.337197(b) In the Matter of In the Matter of the Request of the Staff of the Montana Public Service Commission for CenturyLink QC Service Quality Information	Docket Nos. D2014.11.91 and N2014.4.38	OOS Reporting/Deploy Broadband to Missouri River Corridor with CAF II Monies (via Joint Stipulation and Settlement Agreement)	In March 2014, the Montana Public Service Commission opened an Investigation regarding CenturyLink QC's ("CenturyLink") service quality. The Commission did this due to allegations that CenturyLink customers in rural areas were experiencing chronic service quality issues. CenturyLink signed a Joint Stipulation and Settlement Agreement with the Montana Public Service Advocacy Staff and Missouri River Residents for Improved Telecommunications Services and agreed to file with the Commission a Plan to improve Out of Service ("OOS") customers to be in compliance with Admin. R. Mont. 38.5.3371(7)(b), details of the Plan to include infrastructure improvements, operating expenses, staffing to improve toward improve OOS pursuant to the Montana Regulations. CenturyLink is required to file Quarterly progress reports with the Commission.
Nebraska	Maurice Gene Hand, Director of the Communications Department of the Nebraska Public Service Commission v. CenturyLink	Application No. C-4826/DC-89	CenturyLink signed a Stipulation for Dismissal agreeing that it would abide by Neb Admin Code Title 291, Chapter, 1, §005.03 and Title 291, Neb Admin. Code, Chapter 5, §002.17A and agreed to pay a \$150 administrative fees, \$120 refund to customer.	On March 15, 2016, Maurice Gene Hand, Director of the Communications Department of the Nebraska Public Service Commission filed a Departmental Complaint stating that CenturyLink was in violation of Neb Admin Code Title 291, Chapter, 1, §005.03 due to marketing and billing practices. The Complaint alleged that CenturyLink has failed to correct its marketing and billing practices. It was alleged that CenturyLink has failed to provide accurate bills to consumers under Title 291, Neb Admin. Code, Chapter 5, §002.17A.

Exhibit M, Attachment A
Joint Application for Transfer of Control of Level 3 Operating Entities
State Commission and Agency Proceedings
(2011-2017)

New Jersey	In the Matter of Failure to File Quarterly Underground Damage Reports	Matter No. NOC2014-0055	CenturyLink agreed to an assessed penalty of \$17,000 and registered via the New Jersey Board online reporting system to file its Underground Damage Reports.\$17,000 fine (via Answering Certificate and Offer of Settlement from Board)	On September 15, 2014, CenturyLink was found in violation of <u>N.J.S.A. 48:2-80c</u> , regarding filing Underground Damage Reports to the New Jersey Board of Public Utilities. Pursuant to the Underground Facility Protection Act at <u>N.J.S.A. 48:2073 et seq.</u> utilities are required to file quarterly underground damage reports. CenturyLink was found to have not filed an Underground Damage Reports for the years 2010-2014.
New Jersey	In the Matter of Failure to Properly Mark Out Excavation Site	Matter No. NOC29-13	\$1,000 fine (via Answering Certificate and Offer of Settlement from Board).	On April 17, 2014 CenturyLink received a Notice from the New Jersey Board of Public Utilities stating that it failed to property mark out a site that CenturyLink was going to place underground facilities pursuant to N.J.A.C. 14:2-4.2(b)(1) and (2). CenturyLink was in violation for not doing a mark out of a planned excavation in Belvidere, NJ after doing a "Mark Out Ticket Request" with New Jersey One Call. Since CenturyLink's Contractor did not do the mark out in accordance with N.J.S.A. 48:2-80(a)(2) and N.J.A.C. 14:2-4.2(b) CenturyLink was found in violation of the New Jersey Facility Protection Act.
North Carolina	In the Matter of Application of MebTel, Inc. d/b/a CenturyLink for Approval of a Price Regulation Plan	Docket No. P-35, Sub 96	Nominal Refund to Customers (via Commission Order)	On February 20, 2012 CenturyLink filed a Annual Service Penalty Report with the Commission for the years 2010/2011. On March 28, 2012 CenturyLink received an Order from the NCUC in Docket P-35, Sub 96 concerning service quality penalties for MebTel, Inc. d/b/a CenturyLink. Rather than paying a penalty that would be distributed as a nominal refund to customers, we received Commission consent to instead deploy DSL to an unserved location.
North Dakota	Public Service Commission v. Qwest Corporation	Docket No. PU-15-677	CenturyLink QC executed a Settlement Agreement with the Public Service Commission and Agreed to the following: OOS Repair Commitments/Rehabilitation of Cable Routes (via Settlement Agreement) including: · Rehabilitation of 10 cable routes in problem areas (Bellfield, Fairview) · Handle Customer Complaints and Trouble Tickets Promptly · Expand Fiber in the trouble areas	On April 6, 2016, The Public Service Commission filed a Complaint against Qwest Corporation d/b/a CenturyLink QC regarding service quality in North Dakota for 29 customers.
South Dakota	In the Matter of the Complaint Filed by NorthWestern Energy, Huron, South Dakota, Against CenturyLink, Sioux Falls, South Dakota, for an Incident Occurring on June 27, 2013, in Redfield, South Dakota	Docket No. OC13-010	\$500 penalty with \$250 suspended on certain conditions. If conditions aren't met, the entire \$500 penalty will be immediately due and owing (via Panel Decision)	On June 28, 2013, Northwestern Energy filed a complaint against CenturyLink for failure to locate its facilities within the time required by the South Dakota One Call law. On October 10, 2013, the panel found that CenturyLink failed to locate its facilities in the proposed excavation area within 48 hours after receipt of notice in violation of SDCL 49-7A-8.
South Dakota	In the Matter of the Complaint Filed by NorthWestern Energy, Huron, South Dakota, Against CenturyLink, Sioux Falls, South Dakota for an Incident Occurring on July 17, 2013, at 1210 S. Ohlman St., Mitchell, S.D.	Docket No. OC-13-015	\$2,000 penalty with \$1,000 suspended on certain conditions. If conditions aren't met, the entire \$2,000 penalty will be immediately due and owing (via Panel Decision)	On July 23, 2013, Northwestern Energy filed a complaint against CenturyLink for failure to locate its facilities within the time required by the South Dakota One Call law. On October 10, 2013, the panel found that CenturyLink failed to locate its facilities in the proposed excavation area within 48 hours after receipt of notice in violation of SDCL 49-7A-8.

Exhibit M, Attachment A
Joint Application for Transfer of Control of Level 3 Operating Entities
State Commission and Agency Proceedings
(2011-2017)

South Dakota	In the Matter of the Complaint Filed by NorthWestern Energy, Huron, South Dakota, Against CenturyLink, Sioux Falls, South Dakota for an Incident Occurring on July 17, 2013, at 1123 S. Anderson St., Mitchell, S.D.,	Docket No. OC13-016	\$2,000 penalty with \$1,000 suspended under certain conditions. If conditions aren't met, the entire \$2,000 penalty will be immediately due and owing (via Panel Decision)	On July 23, 2013 Northwestern Energy filed a complaint against CenturyLink for failure to locate its facilities within the time required by the South Dakota One Call law. On October 10, 2013, the panel found that CenturyLink failed to locate its facilities in the proposed excavation area within 48 hours after receipt of notice in violation of SDCL 49-7A-8.
South Dakota	In the Matter of the Complaint Filed by NorthWestern Energy, Huron, South Dakota, Against CenturyLink, Sioux Falls, South Dakota for an Incident Occurring on July 17, 2013, at 1125 S. Anderson St., Mitchell, S.D., for Locate Ticket 131960205	Docket No. OC13-017	\$2,000 penalty with \$1,000 suspended on certain conditions. If conditions aren't met, the entire \$2,000 penalty will be immediately due and owing (via Panel Decision)	On July 23, 2013 Northwestern Energy filed a complaint against CenturyLink for failure to locate its facilities within the time required by the South Dakota One Call law. On October 10, 2013, the panel found that CenturyLink failed to locate its facilities in the proposed excavation area within 48 hours after receipt of notice in violation of SDCL 49-7A-8.
South Dakota	In the Matter of the Complaint Filed by City of Big Stone City, Big Stone City, South Dakota, Against CenturyLink, Sioux Falls, South Dakota, for an Incident Occurring on January 31, 2014, at 808 4th Ave., Big Stone City, S.D.	Docket No.: OC14-004	\$5,000 with \$3,000 suspended on certain conditions. If conditions aren't met, entire \$5,000 penalty will be immediately due and owing (via Panel Decision)	The City of Big Stone City filed a complaint against CenturyLink for failure to complete an emergency locate its facilities within the time required by the South Dakota One Call law. On May 14, 2014, The panel found that CenturyLink failed to locate its facilities in the time period provided by ARSD 20:25:03:10 after receipt of notice of an emergency locate request, in violation of SDCL 49-7A-8.
South Dakota	In the Matter of the Complaint filed by George W. and Carol A. Ferebee, Hill City, South Dakota, against Qwest Corporation dba CenturyLink QC Regarding a Telephone Service Dispute	Docket No. CT14-001	On June 8, 2016, the Commission ordered CenturyLink to have a technician assigned to the area to make sure that the Complainants have the ability to contact that technician directly; notify the Commission of any outages as soon as it is practical to do so and provide a report in six months regarding any outages or service issues experienced by the Complainants.	On October 9, 2014, George and Carol Ferebee filed a complaint against Qwest Corporation dba CenturyLink QC regarding a telephone service dispute, stating their phone service malfunctions frequently and request that their telephone service be fixed.
South Dakota	In the Matter of the Complaint filed by Jon D. and Barbara J. Wilson, Hill City, South Dakota, against Qwest Corporation dba CenturyLink QC Regarding a Telephone Service Dispute	Docket No.: CT14-002	On June 8, 2016, the Commission ordered CenturyLink to have a technician assigned to the area to make sure that the Complainants have the ability to contact that technician directly; notify the Commission of any outages as soon as it is practical to do so and provide a report in six months regarding any outages or service issues experienced by the Complainants.	On October 10, 2014, Jon and Barbara Wilson filed a complaint against Qwest Corporation d/b/a CenturyLink QC regarding a telephone service dispute, stating they have had multiple outages with their telephone service since 2002. The complainants requested that CenturyLink upgrade its infrastructure to provide Complainants the same level of service as the rest of the market place.
South Dakota	In the Matter of the Complaint Filed by City of St. Pierre, South Dakota against CenturyLink of Sioux Falls, South Dakota, for an Incident Occurring on December 20, 2015 at the Intersection of Sully and Cleveland, Pierre, South Dakota	Docket No. OC16-001	\$1,000 penalty/\$500 suspended on certain conditions, if conditions aren't met \$1,000 penalty owed (via Panel Decision)	On January 26, 2016, The City of Pierre filed a complaint against CenturyLink for failure to locate its facilities within the time required by the South Dakota One Call law. The panel found sufficient evidence to determine probable cause existed to believe a violation of SDCL 49-7A-8, 49-7A9 and SDAR 20:25:03:10 occurred by failing to locate its facilities in the proposed excavation area within 4 hours after receipt of notice.

Exhibit M, Attachment A
Joint Application for Transfer of Control of Level 3 Operating Entities
State Commission and Agency Proceedings
(2011-2017)

South Dakota	In the Matter of the Complaint Filed by the City of Pierre, South Dakota, Against CenturyLink of Sioux Falls, South Dakota, for an Incident Occurring on January 24, 2016, at the Intersection of Poplar and Third in Pierre, South Dakota	Docket No. OC16-02	\$1,000 fine (via Panel Decision)	On January 28, 2016 the City of Pierre filed a complaint against CenturyLink for failure to locate its facilities within the time required by the South Dakota One Call law. On May 20, 2016, the panel found sufficient evidence to determine probable cause existed to believe a violation of SDCL 49-7A-8 and 49-7A9 occurred by failing to locate its facilities in the proposed excavation area within 4 hours after receipt of notice.
South Dakota	In the Matter of the Complaint Filed by the City of Fort Pierre, South Dakota, Against CenturyLink of Sioux Falls, South Dakota, for an Incident Occurring on December 07, 2015, at the Intersection of Casey Tibbs St and E Cedar Ave in Fort Pierre, South Dakota	Docket No. 16-003	\$2,000 fine (via Panel Decision)	February 18, 2016 The City of Fort Pierre filed a complaint against CenturyLink for failure to locate its facilities within the time required by the South Dakota One Call law. On April 31, 2016, the panel found sufficient evidence to determine probable cause existed to believe a violation of SDCL 49-7A-8, 49-7A9 and ARSD 20:25:03:10 occurred. The Panel assessed a \$2,000 penalty.
Washington	Washington Utilities and Transportation Commission vs. Qwest Corporation d/b/a CenturyLink QC	Docket No. UT-140597	CenturyLink and the Washington Utilities and Transportation Commission entered into a Settlement Agreement which CenturyLink agreed to a \$2.8 million penalty due to violations of RCW 80.36.080, WAC 480-120-450(1) and WAC 480-120-412(2).	The Washington Utilities and Transportation Commission opened an investigation against Qwest Corporation d/b/a CenturyLink QC regarding a 911 service outage on April 9-10, 2014. This outage affected multiple states throughout CenturyLink's service territory. It was discovered that the outage was caused by a coding error at an unaffiliated 911 provider, Intrado Communications.
Washington	Washington Utilities and Transportation Commission vs. CenturyTel of Inter Island, Inc. d/b/a CenturyLink	Docket No. UT-132234	CenturyLink was assessed a penalty of \$50,000 and agreed to reporting requirements regarding maintenance of underwater cable and communications regarding outages.	The Washington Utilities and Transportation Commission filed a Complaint on November 5, 2014 against CenturyTel of Inter Island d/b/a CenturyLink due to an outage of telephone service in the San Juan Islands. It was found that the outage was a result of a submarine cable cut. CenturyLink was found in violation of WAC 480-120-412 regarding reporting of outages.
Washington	Washington Utilities and Transportation Commission v. Qwest Corporation d/b/a CenturyLink QC and CenturyTel of Washington d/b/a CenturyLink	Docket No. UT-121986	CenturyLink signed a Settlement Agreement with the Commission agreeing to a \$31,300 fine and agreement to implement improvements to training of staff and billing systems.	The Washington Utilities and Transportation Commission filed a Complaint against Qwest Corporation d/b/a CenturyLink QC and CenturyTel of Washington d/b/a CenturyLink on March 19, 2014 regarding various billing issues which were in violation of RCW 80.36.130 and WAC 480-120-161.
Wisconsin Department of Agriculture, Trade and Consumer Protection	In the Matter of Trade Practices of CenturyLink, Inc.	na	CenturyLink was not fined, but, required to sign an Assurance of Future Compliance of the WI Statute.	On February 28, 2011, the Department of Agriculture, Trade and Consumer Protection issued a warning notice against CenturyLink, Inc. regarding consumer complaints regarding violation of Wis Stats. §100.207(2) regarding fair trade practice. It is alleged that CenturyLink, Inc. offered prices for bundled offering that are different than the prices in the subscription agreements, which CenturyLink denied.

Attachment B

CenturyLink, Inc. is an S&P 500 company, and is on the Fortune 200 list of America's largest corporations with approximately 40,000 employees. CenturyLink serves as a competitive local exchange carrier (CLEC) and interexchange carrier (IXC) throughout the United States and as an incumbent local exchange carrier (ILEC) providing services in 37 states. CenturyLink provides service to approximately 11.2M access lines, 6M broadband customers and 318K video customers. Like other companies of a similar size, and given the scope and nature of CenturyLink's business, CenturyLink is a party to formal or informal disputes, Attorney General or regulatory investigations, and litigation from time to time, including allegations related to rates, service, billing, and sales practices. For additional information on pending material matters, please refer to the Company's latest Form 10K (annual report) and Form 10Q (quarterly report) available at <http://ir.centurylink.com/docs.aspx?iid=4057179>

Notwithstanding the statement above, CenturyLink has used its due diligence to identify any exceptions to the representations made in Paragraph 4 for the time period April 1, 2011, the date of the merger of CenturyLink and Qwest Corporation, to the filing date of this Application.

Joint Application for Transfer of Control
Exhibit M, Attachment B
Pending Investigations
FCC/DOJ

	Name	Docket	Description	
	Hart Scott Rodino review of Proposed Acquisition of Level 3 Communications, Inc. by CenturyLink, Inc.		The Department of Justice, Antitrust Division, is conducting a routine investigation of CenturyLink's proposed acquisition of Level 3 to ensure the transaction does not violate the Clayton Act.	
[BEGIN CONFIDENTIAL]				[END CONFIDENTIAL]

Joint Application for Transfer of Control
Exhibit M, Attachment B
Pending Investigations
State Commissions/Agencies

Name	Docket	Description
CenturyLink is unaware of any pending investigations regarding its three certificated operating companies in California but, out of an abundance of caution, notes that the Utility Audit, Finance and Compliance Branch (UAFCB) of the Division of Water and Audits (DWA) is currently conducting a routine audit of CenturyLink Communications, LLC's assessment, collection, and remittance of the six Telecommunications Public Purpose Programs (PPP) surcharges and CPUC User Fees for the time period of 7/1/2012 through 6/30/2013. The examination is ongoing.		

Joint Application for Transfer of Control
Exhibit M, Attachment B
Pending Investigations
State Commissions/Agencies/AGs

	State	Name	Docket	Description	
	Minnesota	In the Matter of the Technology System Contractor License of Qwest Corporation dba CenturyLink	Docket No. ELE1602-00016/TDH (Public Service Commission)	On April 14, 2016, The Minnesota Department of Labor and Industry opened an investigation into the need for Power Limited Technician Licenses. Investigation is still ongoing.	
[BEGIN CONFIDENTIAL]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[END CONFIDENTIAL]
	Nebraska	In the Matter of the Public Utilities Commission of Nebraska, on its own motion, to conduct an inquiry into the failure of CenturyLink to Comply with its September 20, 2016 Order and requiring it to Show Cause why the Commission should not impose administrative penalties	NPSC Application No. C-4892	Show cause order issued to CenturyLink QC to demonstrate why it allegedly failed to timely comply with an earlier NPSC order requiring CenturyLink QC to test its redundant 911 network statewide to ensure it is properly configured.	
	Nevada	Show Cause Proceeding	Nevada PUC, Docket No. 16-09007	CenturyLink Communications, LLC was included in a group Show Cause Proceeding for failing to timely comply with quarterly reporting obligations relating to TDD for the First Quarter of 2015. Due to an oversight, CenturyLink Communications, LLC did not submit its TDD report for the First Quarter. CenturyLink Communications, LLC actually owed no money for TDD. The other CenturyLink entities timely filed their reports. Commission order has not been issued. Anticipated penalty of \$50.	

Joint Application for Transfer of Control
Exhibit M, Attachment B
Pending Investigations
State Commissions/Agencies/AGs

	New Mexico Attorney General	9-1-1- Fee Collection	na	New Mexico Attorney General Civil Investigative Demand – On February 14, 2017, the Attorney General of New Mexico issued a civil investigative demand to the company. The demand seeks information regarding the company’s compliance with New Mexico’s 911 fee collection requirements. This matter is preliminary in nature; the parties are still negotiating the scope of the Attorney General’s initial requests.	
	North Carolina Attorney General	9-1-1- Fee Collection	na	North Carolina Attorney General Civil Investigative Demand – On August 5, 2016, the Attorney General of North Carolina issued a civil investigative demand to the company. The demand seeks information regarding the company’s compliance with North Carolina’s 911 fee collection requirements in that state. This matter is preliminary in nature; the parties are still negotiating the scope of the Attorney General’s initial requests.	
[BEGIN CONFIDENTIAL]					[END CONFIDENTIAL]