

**Settlement Agreement Between Northwest Fiber, LLC, Frontier Communications Corporation,  
frontier Communications ILEC Holdings LLC**

**And**

**U.S. Dept. of Defense and All Other Federal Executive Agencies**

**Washington Docket UT-190574**

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**AGREEMENT**

**WHEREAS**, Northwest Fiber, LLC ("Northwest Fiber"), Frontier Communications Corporation and Frontier Communications ILEC Holdings LLC (collectively, the "Applicants") seek the transfer control of Frontier Communications Northwest Inc. (the "Transaction");

**WHEREAS**, the Applicants filed an applications with the Washington Utilities and Transportation Commission ("WUTC") asking the WUTC to decline jurisdiction over or approve the Transaction;

**WHEREAS**, the United States Department of Defense and All Other Federal Executive Agencies ("DoD/FEA") intervened the WUTC's proceeding concerning the Transaction, docket UT-190574;

**WHEREAS**, Applicants and DoD/FEA (collectively, the "Parties") subsequently engaged in settlement discussions regarding DoD/FEA's concerns;

**WHEREAS**, the Parties desire to document their agreement;

**NOW, THEREFORE**, in consideration of the foregoing, and the promises and the mutual covenants set forth below, the Parties agree as follows:

1. The Joint Applicants agree to the Conditions set forth in Exhibit 1 ("Conditions"), which shall apply in Washington post-closing of the Transaction;
2. The Parties agree to support WUTC approval of this Settlement and the Transaction in WUTC docket UT-190574, including through the submission of joint testimony supporting approval of the Settlement and the Transaction, and any hearings the Commission may schedule;
3. DoD/FEA shall take no action to oppose the Transaction;
4. This Agreement may be executed in counterparts and each signed counterpart shall constitute an original document.

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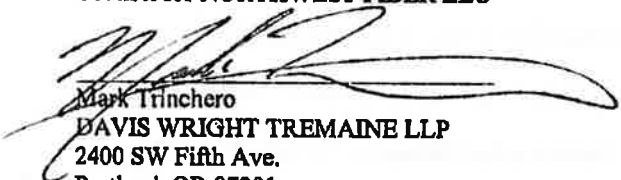
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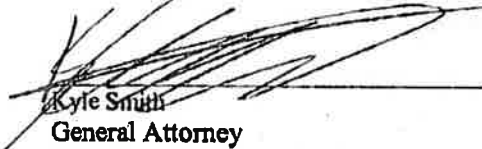
6. This Agreement supersedes all prior and contemporaneous communications, whether written or oral, regarding the subject matter covered in this Agreement, and may be modified only by a written agreement signed by duly authorized representatives of all Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective attorneys or representatives.


Counsel for NORTHWEST FIBER LLC

  
Mark Trinchero  
DAVIS WRIGHT TREMAINE LLP  
2400 SW Fifth Ave.  
Portland, OR 97201

Counsel for U.S. DEPT. OF DEFENSE  
and ALL OTHER FEDERAL EXECUTIVE AGENCIES

  
Kyle Smith  
General Attorney  
U.S. Army Legal Services Agency  
Regulatory Law Office (JALS-RL/IP)  
9275 Gunston Road  
Fort Belvoir, VA 22060-4446

Counsel for FRONTIER COMMUNICATIONS CORP.  
and FRONTIER ILEC HOLDINGS LLC

  
Kevin Saville  
Sr. Vice President & General Counsel, Frontier  
Communications Corporation  
Vice President & General Counsel, Frontier  
Communications ILEC Holdings LLC  
401 Merritt 7  
Norwalk, CT 06851

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**EXHIBIT 1**

**CONDITIONS**

A. Immediately upon closing of the transaction currently under review by the Washington Utilities and Transportation Commission ("WUTC") in Docket UT-190574 ("Closing"), the following conditions will apply as to the services provided by Frontier Northwest, LLC, ("the ILEC") to U.S. Dept. of Defense and All Other Federal Executive Agencies ("DoD/FEA") in Washington. The conditions contained in this Settlement Agreement will apply to certain services provided by the ILEC to DoD/FEA in its territory in the state of Washington for a period of three (3) years from the Closing of the Transaction. It is the intent, among others, of this Settlement Agreement to ensure that Services covered under the Settlement Agreement will be made available to DoD/FEA at rates, terms and conditions that shall be no higher or less advantageous than now existing and subject to the following terms:

1. All DoD and FEA United States government entities will be allowed to maintain or order additional services covered under the Settlement Agreement.

2. Services to be provided pursuant to the Settlement Agreement are limited to intrastate business services purchased by DoD/FEA from the ILEC as of September 30, 2019. These services include, at a minimum: (A) the services purchased by DoD/FEA from the ILEC in Washington contained in the document entitled "Transferred Frontier Businesses' U.S. Government Contracts" provided by Frontier to DoD/FEA via email on September 20, 2019, and (B) the services provided by the ILEC to military installations in Washington (e.g., Naval Air Station Whidbey Island) by separate, individual contract (collectively, "Applicable Services").

3. DoD/FEA customer entities may move, change, terminate or add, where available, Applicable Services, and DoD/FEA agrees to pay all standard applicable charges related to such changes. To the extent DoD/FEA customer entities are purchasing other categories of intrastate business services as of the effective date of this Settlement Agreement as set forth in paragraph 5 below, those services will be included as Applicable Services.

4. The initial Applicable Services rates that will apply will be capped at the actual service rates for the specific Applicable Services applicable and billed as of September 30, 2019 or, if applicable, as reflected in the ILEC's intrastate tariffs on file with the WUTC and effective as of June 28, 2019, whichever is lower. The initial associated terms and conditions for the Applicable Services will be those likewise in effect either those applicable to the actual present specific services provided by the ILEC to DoD/FEA as of September 30, 2019 or as provided for in the ILEC's tariffs as of June 28, 2019. If during the Settlement Agreement's duration any rates, terms or conditions for services covered under the Settlement Agreement are identified by DoD/FEA as higher or less advantageous than those listed in the applicable Tariffs, Service Catalogs, or Price Lists, then those rates, terms and conditions shall be adjusted going forward to reflect the applicable lower or more advantageous rates, terms or conditions. Northwest

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**CONDITIONS (Cont.)**

Fiber may petition the WUTC for relief from the requirements of this paragraph A.4. to the extent that exogenous events materially impact the operations of the ILEC, including but not limited to, orders of the Federal Communications Commission ("FCC") and/or WUTC. DoD/FEA may file to participate in any such proceeding.

5. The Settlement Agreement shall be executed and take effect upon Closing, with a three year term.

6. If the ILEC retires copper facilities that have the potential to impact availability of Applicable Services, the ILEC will provide direct written notification to DoD/FEA no later than the same day it provides notice to the applicable regulatory agency. Copper retirement notices required by this paragraph will be submitted to the contact identified in Paragraph B below.

B. Notice: To the extent that notice to DoD/FEA is required under the provisions of this Settlement Agreement, such notice should be made to: Chief, U.S. Army Legal Services Agency (JALS-RL/IP), 9275 Gunston Road, Fort Belvoir, Virginia 22060-5546; as well as to the applicable procurement officers of the individual DoD/FEA customer entities involved as appropriate.

C. No Restrictions on Competition: Nothing in this Settlement Agreement is intended to prevent any provider of local exchange services from competing (e.g., offering lower prices or more favorable terms and conditions) to be providers of the intrastate local exchange business services which DoD/FEA procures.

D. Relationship to Other Settlements: This Settlement Agreement is not impacted by and is independent of any other settlement(s), present or future, between Frontier and any other party(ies) in this proceeding unless expressly agreed to by both Parties in writing.