

## AGREEMENT

This Agreement (the "Agreement"), effective as of the date of the last signature below, is hereby entered into by and among Northwest Fiber, LLC ("Northwest Fiber"), Frontier Communications Corporation ("Frontier Parent") Frontier Communications ILEC Holdings LLC ("Frontier ILEC Holdings"), Charter Communications, Inc. ("Charter"), Charter Fiberlink OR-CCVII, LLC, Time Warner Cable Information Services (Washington), LLC, Charter Fiberlink WA-CCVII, LLC, Time Warner Cable Information Services (Idaho), LLC, and Bresnan Broadband of Montana, LLC (collectively, the "Parties").

**WHEREAS**, Northwest Fiber, Frontier Parent and Frontier ILEC Holdings (collectively, the "Applicants") have entered into an agreement for the transfer of control of Frontier Communications Northwest Inc., Citizens Telecommunications Company of Oregon, Citizens Telecommunications Company of Idaho, and Citizens Telecommunications Company of Montana to Northwest Fiber (the "Transaction"), and are seeking the requisite governmental approvals for the Transaction;

**WHEREAS**, the Applicants filed applications with the Washington Utilities and Transportation Commission ("WUTC"), the Oregon Public Utility Commission ("OPUC") and the Montana Public Service Commission ("MPSC") (collectively, the "Commissions") asking each commission to decline jurisdiction over or approve the Transaction;

**WHEREAS**, certain subsidiaries of Charter, namely Charter Fiberlink OR-CCVII, LLC, Time Warner Cable Information Services (Washington), LLC, Charter Fiberlink WA-CCVII, LLC, and Bresnan Broadband of Montana, LLC (collectively, the "Charter Intervenors") have intervened in one or more proceedings before the Commissions concerning the Transaction;

**WHEREAS**, Applicants and Charter subsequently engaged in productive discussions in which the Parties' representatives and subject matter experts discussed Charter's concerns

regarding the Transaction in Oregon, Washington, Idaho and Montana with respect to both the Charter Intervenors and Time Warner Cable Information Services (Idaho), LLC;

**WHEREAS**, Applicants and Charter have executed a Stipulation in the proceeding before the OPUC (the “Stipulation”), reflecting their agreement on certain conditions agreed upon by Applicants and Charter, with respect to the Transaction;

**WHEREAS**, the Parties desire to further document their agreement with respect to Oregon, Washington, Idaho and Montana;

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

1. The Applicants agree to the Conditions set forth in Exhibit 1 (“Conditions”), which shall apply to Oregon, Washington, and Idaho; except that if the Transaction ultimately fails to close, then the Applicants will have no obligation to adhere to the Conditions, which shall be without further effect.
2. Charter shall withdraw its intervention in the proceeding before the MPSC as soon as is practicable.
3. The Parties shall support approval of the Transaction in the proceedings before the OPUC and the WUTC, including the submission of joint testimony supporting approval of the Transaction, to the extent required.
4. Charter shall take no action to oppose the Transaction in any of Oregon, Washington, Idaho or Montana.
5. The Parties shall file this Agreement for approval by the state utility commission in Washington. The Parties will file an all-party settlement agreement incorporating the conditions herein for approval by the state utility commission in Oregon. The Parties shall file interconnection agreement amendments incorporating the terms of this Agreement, as applicable, with the utility

commission in Idaho, as necessary and/or required to evidence and give effect to the terms contained in this Agreement.

6. This Agreement may be executed in counterparts and each signed counterpart shall constitute an original document.

7. The laws of the State of Washington, without regard to its choice of law rules, govern this Agreement.

8. 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.

*[Remainder of this page intentionally left blank]*

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



\_\_\_\_\_  
Lisa Rackner  
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419 SW 11th Ave.  
Suite 400  
Portland, OR 97205

Dated: 11-27-19

Counsel for CHARTER COMMUNICATIONS, INC., CHARTER FIBERLINK OR-CCVII, LLC, CHARTER FIBERLINK WA-CCVII, LLC, TIME WARNER CABLE INFORMATION SERVICES (WASHINGTON), LLC, TIME WARNER CABLE INFORMATION SERVICES (IDAHO), LLC, AND BRESNAN BROADBAND OF MONTANA, LLC

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Mark Trincherro  
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Dated: \_\_\_\_\_

Counsel for NORTHWEST FIBER, LLC

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

Dated: \_\_\_\_\_

Counsel for FRONTIER COMMUNICATIONS CORP. and FRONTIER COMMUNICATIONS ILEC HOLDINGS LLC

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

\_\_\_\_\_  
Lisa Rackner  
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Counsel for CHARTER  
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FIBERLINK WA-CCVII, LLC, TIME  
WARNER CABLE INFORMATION  
SERVICES (WASHINGTON), LLC, TIME  
WARNER CABLE INFORMATION  
SERVICES (IDAHO), LLC, AND  
BRESNAN BROADBAND OF MONTANA,  
LLC



\_\_\_\_\_  
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Vice President & General Counsel, Frontier  
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Dated: November 22, 2019

Counsel for FRONTIER  
COMMUNICATIONS CORP. and  
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HOLDINGS LLC



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Mark Trincherro  
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Dated: November 27, 2019

Counsel for NORTHWEST FIBER, LLC

**EXHIBIT 1**

**CONDITIONS**

**I. Definitions.** For purposes of these Conditions, the Parties agree on the following definitions:

- a. "Applicants" or "Joint Applicants" shall mean Northwest Fiber, Frontier Communications Corporation, and Frontier Communications ILEC Holdings LLC;
- b. "Commission" shall mean, with respect to each of Oregon, Washington, and Idaho, the state utility commission with jurisdiction in each such state;
- c. "Company" or "Northwest Fiber" shall mean Northwest Fiber, LLC.
- d. "Companies" shall mean all of Northwest Fiber and ILECs;
- e. "Competitive Local Exchange Carrier" or "CLEC" shall, with respect to each of Oregon, Washington, and Idaho, those telecommunications providers classified as competitive under the laws of each state;
- f. "Frontier" or "Frontier Parent" shall mean "Frontier Communications Corporation" and Frontier Communications ILEC Holdings LLC;
- g. "ILEC" shall mean each of the ILECs, as defined herein, individually;
- h. "ILECs" shall mean:
  - (i) with respect to Oregon, Citizens Telecommunications Company of Oregon and Frontier Communications Northwest Inc.;
  - (ii) with respect to Washington, Frontier Communications Northwest, Inc.; and
  - (iii) with respect to Idaho, Citizens Telecommunications Company of Idaho and Frontier Communications Northwest, Inc.

**II. General Matters.**

- a. Northwest Fiber shall ensure that the ILECs' support centers are sufficiently staffed by adequately trained personnel dedicated exclusively to wholesale operations so as to provide a level of service that is comparable to that which was provided by the ILECs prior to the

Transaction and to ensure the protection of CLEC information from being used for Northwest Fiber's retail operations.

- b. Unless otherwise expressly indicated herein, the conditions of approval herein shall apply for 24 months following the Transaction closing date.

### **III. Interconnection Agreements.**

- a. Northwest Fiber will cause the ILECs to honor all rates, terms and obligations to Charter Fiberlink OR-CCVII, LLC, Time Warner Cable Information Services (Washington), LLC, Charter Fiberlink WA-CCVII, LLC and Time Warner Cable Information Services (Idaho), LLC (collectively the "Charter Subsidiaries") under any current interconnection agreements (even if expired), including the terms of any tariffs or pricing guides (or any successor thereto) incorporated by reference in said interconnection agreements, and to the extent so incorporated, (the "Assumed ICAs") for 36 months following the close of the Transaction. In addition, all of the ILECs' other existing agreements with the Charter Subsidiaries for services provided in Oregon, Washington, and Idaho including, but not limited to, commercial agreements, pricing guides, line sharing commercial agreements, and special access discount and/or term plan agreements (collectively the "Assumed Agreements") will remain obligations of the ILECs and will be honored for the duration of their current terms. To the extent a Charter Subsidiary seeks to negotiate a replacement for an Assumed ICA, Northwest Fiber will cause the ILECs to permit use of the existing Assumed ICA as the starting draft for negotiating such ICA replacement. This condition modifies the term of the Assumed ICAs between the Charter Subsidiaries and the ILECs, without the need for any other document to effect such modifications, unless otherwise required by the Commission.

**IV. Local Number Portability.**

- a. Northwest Fiber will cause the ILECs to process and complete Local Number Portability (“LNP”) post-merger so as to, at a minimum, meet Commission and FCC LNP requirements, and with at least the same level of quality and intervals as the ILECs did prior to the closing date of the Transaction.

**V. OSS/BSS.**

- a. After the Transaction closing date, Northwest Fiber will cause the ILECs to continue to adhere to the ILEC’s existing wholesale operations OSS Interface Change Management Process (version 10/24/2017) (“Change Management Process”).
- b. Prior to the Transaction closing date, Frontier Parent will cause the ILECs to adhere to the terms of its Change Management Process with respect to any changes to, or replication of, its OSS/BSS.
- c. Northwest Fiber will cause the ILECs to use the ILECs’ replicated OSS/BSS for a period of no less than 24 months after the Transaction closing date, maintaining at least the same intervals, quality of service, accuracy and flow-through, including for local service requests associated with LNP and directory listings, and for access service requests and design layout records associated with interconnection facilities, including trunks and DS-1 (and higher capacity) facilities as was maintained by the ILECs prior to the Transaction closing date, subject to any changes made pursuant to the Change Management Process.
- d. The Charter Subsidiaries shall not be required to make any major adjustments to any existing systems or interfaces or to construct any new systems to interact with the ILECs’ replicated Virtual Front Office (“VFO”), which shall be effective prior to the Transaction closing date. Joint Applicants shall give Charter reasonable prior notice, but not less than any notice time period required under the Change Management Process, of any such change to the VFO.
- e. For a period of 24 months after the Transaction closing date, Northwest Fiber will cause the ILECs to provide the Charter Subsidiaries and the Commission with at least 180 days’ written



notice, or such longer time period as required under the Change Management Process, of Northwest Fiber's intent for the ILECs to transition to a new VFO, provided that no such change to the VFO shall become effective until after the expiration of the 24 month period after the Transaction closing date.

- f. Joint Applicants shall provide the Charter Subsidiaries with a reasonable opportunity at a mutually agreed upon time and location for testing of the ILECs' replicated OSS/BSS.

**VI. Wholesale Services.**

- a. Northwest Fiber shall not seek to recover through wholesale service rates one-time transfer, branding, or Transaction costs.
- b. Northwest Fiber shall ensure that the ILECs shall not seek to avoid any of their obligations under any Assumed ICA on the ground that the ILEC is not an "incumbent local exchange carrier," as such term is defined as of the Transaction closing date under federal or state law.
- c. Northwest Fiber shall maintain updated escalation procedures, contact lists and account manager information and will identify and assign a single point of contact to Charter to address interconnection agreement, systems and/or other issues.
- d. For a period of 24 months following the Transaction closing date, neither Northwest Fiber nor the ILECs shall directly file a petition for forbearance with the FCC concerning obligations set forth in Sections 251 or 271 of the Federal Telecommunications Act.