

RESOLUTION NO. 2471

A RESOLUTION AUTHORIZING A TRANSFER OF CONTROL OF THE GRANTEE OF THE CABLE FRANCHISE HELD BY FRONTIER COMMUNICATIONS NORTHWEST INC. TO NORTHWEST FIBER, LLC

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The Cities of Gresham, Fairview, Troutdale, and Wood Village (“Frontier Jurisdictions”) granted cable television franchises beginning November 18, 2008 to Verizon Northwest, Inc. (“Grantee”), a subsidiary of Verizon Communications, Inc. (“Verizon”) for franchise terms then expiring on December 31, 2018 (“Verizon Franchises”). At Verizon’s request, the franchises granted by the Cities of Fairview, Troutdale, and Wood Village were granted as addendums to the franchise granted by the City of Gresham and are substantially identical.
2. The Mt. Hood Cable Regulatory Commission (“Commission” or “MHCRC”) was created by Intergovernmental Agreement (dated 12/24/92) (“IGA”) to carry out cable regulation and administration on behalf of Multnomah County and the cities of Portland, Gresham, Troutdale, Fairview, and Wood Village (the “Jurisdictions”). Among other things, the Commission acts in an advisory capacity to the Jurisdictions in connection with potential or proposed transfers or changes in ownership or control of any cable franchise or cable franchise grantee serving the Jurisdictions. As set forth in the IGA, changes in ownership or control of a cable communications system or a Grantee is an area where the Jurisdictions have reserved full authority to act on their own behalf, but each Jurisdiction has agreed to take no action in these areas until the Commission has had a prior opportunity to consider the matter.
3. On June 1, 2009, Verizon requested consent from the Frontier Jurisdictions to the transfer of control of Grantee to Frontier Communications Corporation (“Frontier”). On December 7, 2009, per MHCRC Res. 2009-05, MHCRC recommended to the Frontier Jurisdictions that they consent to the transfer of control of Grantee to Frontier subject to certain conditions, and each Frontier Jurisdiction subsequently did consent to the proposed transfer. Frontier renamed the Grantee Frontier Communications Northwest Inc. after the transfer. The Verizon Franchises are referred to in the remainder of this Resolution as the “Frontier Franchises” and include the modifications and conditions set forth in the consent ordinance or resolution adopted by the Frontier Jurisdictions.
4. On November 19, 2018, per MHCRC Res. 2018-01, MHCRC recommended that the Frontier Franchises be extended for an additional four years (to December 31, 2022) subject to certain conditions, and also approved a settlement agreement with Frontier on behalf of the Grantee (“Settlement Agreement”). The Frontier Jurisdictions subsequently did approve the extension of the Frontier Franchises and all related documents were executed. The Frontier Franchises thus also include the modifications

and conditions set forth in the extension ordinance or resolution adopted by the Frontier Jurisdictions and those set forth in the Settlement Agreement.

5. The Frontier Franchises contain provisions in Section 12 which require notification of the applicable Frontier Jurisdiction by means of a written request in connection with any transfer of control of the franchise grantee.
6. On May 29, 2019, Frontier announced the proposed sale of its telephone and cable systems in four states, Idaho, Montana, Oregon, and Washington. On July 22, 2019, MHCRC received formal notification of a proposed transfer of control ("Transfer Request") of the Grantee and of the Frontier Franchises, from Frontier to Northwest Fiber, LLC ("Northwest Fiber"). The Transfer Request consisted of four copies of FCC Form 394 "Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise" for each Frontier Jurisdiction, containing a cover letter and separate Form 394 filing addressed individually to each Frontier Jurisdiction, respectively, but otherwise containing identical exhibits and attachments. As part of the FCC Form 394 filing, the Grantee stated that it will continue to be bound by the terms of the Frontier Franchises after the transfer. Northwest Fiber is described in the Transfer Request as a newly formed entity and a wholly owned subsidiary of Northwest Fiber Holdco, a new entity jointly owned by investment fund, WaveDivision Capital VII, LLC and investment funds affiliated with Searchlight Capital Partners, L.P. The senior management team of Northwest Fiber is comprised principally of experienced communications industry professionals who are former founders and executives of Wave Broadband and are based in Kirkland, Washington.
7. Section 12 of the Frontier Franchises prohibits any transfer of control without the prior consent of the applicable Frontier Jurisdiction. The Commission and the Frontier Jurisdiction(s) may inquire into the legal, technical, and financial qualifications of the proposed transferee. The Grantee is required to assist the Commission and the applicable Frontier Jurisdiction in such inquiries, and furnish all information reasonably requested. The Frontier Jurisdictions may condition any approval of the proposed transfer upon such terms and conditions as they deem reasonably appropriate, provided such conditions are related to the legal, technical, and financial qualifications of the prospective transferee or to the resolution of outstanding and unresolved issues of the grantee's noncompliance with the terms and conditions of the applicable franchise. Under FCC rules, 47 C.F.R. 76.502, the Frontier Jurisdictions have one hundred twenty (120) days from the date of submission of a completed FCC Form 394, together with all exhibits, and any additional information required by the Commission or the applicable Frontier Jurisdiction to render a final written decision on the request, provided the Commission and the applicable Frontier Jurisdiction have received all reasonably requested information. Failure by the Grantee, the transferor, or the prospective transferee to provide such information automatically tolls this time period.
8. On August 16, 2019, MHCRC staff issued a Notice of Incompleteness ("NOI") to Frontier and Northwest Fiber seeking information missing from the Transfer Request that is required for Form 394, and additionally made requests for more information concerning the Transfer Request. In particular, MHCRC staff sought additional information about the financial qualifications of Northwest Fiber because it is a newly formed entity. On August 26, 2019, Northwest Fiber responded to the NOI, providing

most of the information that MHCRC staff deemed missing, including highly confidential financial data, while withholding or disputing the relevance of some other information requested.

9. MHCRC's outside counsel engaged Front Range Consulting, Inc. ("Front Range") to conduct a review and evaluation of the financial information provided by Northwest Fiber and to provide a non-confidential report on the financial qualifications of Northwest Fiber which report is attached as Exhibit A to the MHCRC Resolution No. 2019-02. In summary, the report found that Northwest Fiber had prepared detailed financial projections of its proposed financial performance after this acquisition suggesting that the company would be financially viable and stable. As with any financial projections, market, competitive, and economic conditions could significantly impact these Northwest Fiber projections. However, the report found it noteworthy and positive that those projections had been vetted by large and sophisticated private equity firms who decided to make substantial funding commitments to this new entity. The report also recommended that the Frontier Jurisdictions consider requiring a guaranty and a security fund similar to that required of Frontier.
10. The information included in the Form 394 filing, and subsequent letters and responses from the proposed transferor, Frontier, and proposed transferee, Northwest Fiber, to MHCRC's Notice of Incompleteness and further information requested therein, has been reviewed by MHCRC staff, MHCRC outside legal counsel, and Front Range. MHCRC staff concluded, based on and in reliance on the information provided by Frontier and Northwest Fiber, together with the analysis of Front Range and outside legal counsel, that the proposed transfer of control could be approved but only if subject to certain conditions addressed to the legal, financial, and technical qualifications of the proposed transferee Northwest Fiber.
11. MHCRC adopted Resolution No. 2019-02 and recommended that the Frontier Jurisdictions approve the proposed transfer of control of Grantee to Northwest Fiber under certain conditions, including the following:
 - a. In all respects and without exception, Northwest Fiber and Grantee agree and acknowledge that the transfer of control will not affect, diminish, impair, or supersede the binding nature of the existing valid ordinances, franchises, resolutions, and agreements applicable to operation of the cable system. Grantee shall remain responsible for any and all Frontier Franchise requirements (including but not limited to payment of franchise fees and other amounts due under the Frontier Franchise, and indemnification of the Grantor as provided in the Frontier Franchise) and noncompliance issues under the Frontier Franchise or any obligation that may now exist or may later be discovered to have existed during the term of the Frontier Franchise, even if prior to the closing of this transaction. Grantee, under the control of Northwest Fiber, shall comply with each and every provision of the Frontier Franchise, including all lawful applicable ordinances, orders, contracts, agreements, commitments, settlements, side letters, and regulatory actions taken pursuant thereto, as applicable, whether prior or subsequent to the date the control of the Frontier Franchise and the Grantee were transferred to Northwest Fiber.

- b. Northwest Fiber will execute a guarantee of franchise performance by Grantee, under the control of Northwest Fiber, in substantially the form attached as Exhibit 2, within ten (10) business days after the close of the transaction.
- c. Northwest Fiber and Grantee specifically acknowledge and expressly accept that the Frontier Jurisdictions do not waive and expressly reserve all legal rights and authority in regard to any and all non-compliance under the applicable Frontier Franchise(s) that may now exist or may later be discovered to have existed during the term of the Frontier Franchise(s), even if prior to the closing of the transfer of control authorized by this resolution.
- d. Grantee will pay MHCRC and the City for all documented costs incurred as a result of review of the Transfer Request. MHCRC will present to the Grantee a single invoice itemizing the costs incurred for and by all member Cities, together with supporting documents within thirty (30) days after the close of the transfer of control. Grantee shall remit to MHCRC payment for such undisputed fees and costs in an amount not to exceed \$20,000 within thirty (30) days of its receipt of the invoice. Grantee reserves any and all rights it may have under applicable Federal, State or local law to offset amounts paid on this invoice against any future franchise fees payable to the City under the Franchise.
- e. Northwest Fiber and Grantee will provide current contact information for notice recipients under Section 16.5 of the Frontier Franchise.
- f. Northwest Fiber will within thirty (30) days of closing of the transfer provide a new Exhibit E, "Grantee Parent Structure."
- g. In lieu of the fifty thousand dollars (\$50,000) security allocated to each MHCRC member jurisdiction in Section 14.9 of the Franchise, Grantee will provide and maintain a performance bond ("Security Fund") in the amount of two hundred and fifty thousand dollars (\$250,000) for the faithful performance by Grantee of all material provisions of the Franchises granted by the MHCRC member jurisdictions. For the sake of clarity, the Security Fund shall be a single bond available to each MHCRC member jurisdiction, including the City, in its entirety.
- h. Grantee will contemporaneously notify MHCRC of any transactions defined in Frontier Franchise Section 12.2.
- i. In the event the proposed transfer does not close by May 28, 2020, or closes on terms that are in any material respect different from the terms disclosed to the City in writing, then any City consent to the Transfer Request shall be void and of no force or effect, and the Transfer Request deemed to have been timely denied, unless otherwise agreed by Northwest Fiber and the

City. Frontier, Northwest Fiber, and Grantee hereby waive any and all claims that they may have that any denial of the Transfer Request that results from failure of the conditions in this paragraph fails to satisfy the deadlines established by applicable law including, without limitation, claims based on, arising out of, or relating to 47 U.S.C. § 537, as amended, and agree that they shall be deemed to have agreed to an extension of the time to act on the Transfer Request as required to make any denial effective.

- j. Frontier, Northwest Fiber, and Grantee shall ensure that all records pertaining to the Franchise, including financial records, shall continue to be maintained and made available as described in the Frontier Franchises.
- k. Any consent given by the City to the transfer is made without prejudice to, or waiver of, the City's right to investigate and take into account any lawful considerations during any future franchise renewal or transfer process.
- l. This consent does not affect and shall not be construed to affect the rights and authority of the City to regulate or authorize, by ordinance, license, or otherwise, use of the public rights-of-way for purposes other than for cable service, or to charge a franchise fee or other compensation for such use under applicable law. To the extent that the Grantee or its affiliates may seek to provide a service other than cable service or through other facilities within the City, the City reserves the right to require any additional authorizations and payment of a franchise fee or other compensation regarding such services and facilities that it may lawfully require. Consent to the transfer shall not be deemed to be consent to the use of the public rights-of-way by Grantee or any of its affiliates for any purpose other than the provision of cable service. Notwithstanding the foregoing, the City acknowledges that, as recognized in Section 3.2 of the Franchise Agreement, Grantee's network in the City is constructed, operated, and maintained as an upgrade to and/or extension of its pre-existing Telecommunications Facilities for the provision of Non-Cable Services, jurisdiction over which is governed by Federal and State law.
- m. Frontier, Northwest Fiber, and Grantee have acknowledged these conditions of transfer approval in writing no later than thirty (30) days following approval of the transfer resolution of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

Section 1. Subject to the conditions set forth in the acceptance form attached as Exhibit 1 to this resolution, the City approves Frontier's request for a transfer of control of Grantee to Northwest Fiber.

- Section 2. Within thirty (30) days after passage of this resolution, Frontier, Grantee, and Northwest Fiber shall file a written, executed acceptance of this resolution. The acceptance shall be in the form attached hereto as Exhibit 1. Northwest Fiber shall file such written acceptance with the City, with a duplicate to be sent to MHCRC.
- Section 3. The executed acceptance shall be unqualified and shall be construed to be an acceptance of all the terms, conditions, and restrictions contained therein.
- Section 4. The failure, refusal, or neglect by Frontier, Northwest Fiber, and Grantee to file such written acceptance by such time shall constitute an abandonment and rejection of the rights and privileges conferred hereby, and the Transfer Request shall then be deemed denied without further action by either party.
- Section 5. If for any reason the transfer in the Purchase Agreement dated May 28, 2019 which is the subject of the Transfer Request is not finally consummated, or if the closure is reached on terms which are substantially and materially different to the terms identified in the FCC Form 394 and in public documents and responses to the Notice of Incompleteness submitted by MHCRC provided by Northwest Fiber and relied upon by MHCRC and the Frontier Jurisdictions, then Grantee and Northwest Fiber shall provide written notice to MHCRC and Frontier Jurisdictions providing a detailed description of what has occurred and the Transfer Request shall then be deemed timely denied without further action by any party.

YEAS: 7
NAYS: 0
ABSTAINED: 0



Casey Ryan, Mayor
Date: October 23, 2019



Sarah Skroch, City Recorder
Adopted: October 22, 2019

EXHIBIT 1
RECOMMENDED ACCEPTANCE FORM

This is to advise the City of _____ (the “City”) that Frontier Communications Corporation (“Transferor”), Northwest Fiber, LLC (“Transferee”), and Frontier Communications Northwest, Inc. (“Grantee”) hereby unqualifiedly accept the provisions applicable to them of Resolution No. _____, passed by the City on _____, 2019 regarding the transfer of control (“Transfer”) of Grantee to Transferee (“Franchise”) and subsequently duly adopted by the Cities of **[INSERT OTHER MHCRC JURISDICTIONS]**, and agree, as applicable, to abide by the following terms and conditions:

- a. In all respects and without exception, Transferee and Grantee agree and acknowledge that the Transfer will not affect, diminish, impair, or supersede the binding nature of the existing valid ordinances, franchises, resolutions, and agreements applicable to operation of the cable system. Transferee shall at all times cause Grantee to comply, and Grantee shall comply, with each and every provision of the Franchise, including all lawful applicable ordinances, orders, contracts, agreements, commitments, side letters, and regulatory actions taken pursuant thereto, including but not limited to system upgrade commitments, support for Public, Educational, and Governmental cable access, and institutional network construction, interconnection, and extension requirements.
- b. Transferee will execute a guarantee of franchise performance by Grantee, under the control of Transferee, in substantially the form attached as Exhibit 2 to the transfer ordinance, within ten (10) business days after the close of the Transfer.
- c. Transferee and Grantee acknowledge and accept that the City does not waive and expressly reserves all legal rights and authority in regard to any and all non-compliance under the Franchise that may now exist or may later be discovered to have existed during the term of the Franchise, even if prior to the closing of the Transfer that is the subject of this Acceptance.
- d. Grantee will pay the Mt. Hood Cable Regulatory Commission (“MHCRC”) and the City for all documented costs incurred as a result of their review of the request for consent to the Transfer (“Transfer Request”). MHCRC will present to the Grantee a single invoice itemizing the costs incurred for and by all member Cities, together with supporting documents within thirty (30) days after the close of the Transfer. Grantee shall remit to MHCRC payment for such undisputed fees and costs in an amount not to exceed \$20,000 within thirty (30) days of its receipt of the invoice. Grantee reserves any and all rights it may have under applicable Federal, State or local law to offset amounts paid on this invoice against any future franchise fees payable to the City under the Franchise.
- e. Transferee and Grantee will provide current contact information for notice recipients under Section 16.5 of the Franchise.
- f. Transferee will within thirty (30) days of closing of the Transfer provide a new Exhibit E, “Grantee Parent Structure.”

- g. In lieu of the fifty thousand dollars (\$50,000) security allocated to each MHCRC member jurisdiction in Section 14.9 of the Franchise, Grantee will provide and maintain a performance bond (“Security Fund”) in the amount of two hundred and fifty thousand dollars (\$250,000) for the faithful performance by Grantee of all material provisions of the Franchises granted by the MHCRC member jurisdictions. For the sake of clarity, the Security Fund shall be a single bond available to each MHCRC member jurisdiction, including the City, in its entirety.
- h. Grantee will contemporaneously notify MHCRC of any transactions defined in Franchise Section 12.2.
- i. In the event the Transfer does not close by May 28, 2020, or closes on terms that are in any material respect different from the terms disclosed to the City in writing, then any City consent to the request for Transfer Request shall be void and of no force or effect, and the Transfer Request deemed to have been timely denied, unless otherwise agreed by Transferor and City. Transferor, Transferee, and Grantee hereby waive any and all claims that they may have that any denial of the Transfer Request that results from failure of the conditions in this paragraph fails to satisfy the deadlines established by applicable law including, without limitation, claims based on, arising out of, or relating to 47 U.S.C. § 537, as amended, and agree that they shall be deemed to have agreed to an extension of the time to act on the Transfer Request as required to make any denial effective.
- j. Transferor, Transferee, and Grantee shall ensure that all records pertaining to the Franchise, including financial records, shall continue to be maintained and made available as described in the Franchise.
- k. Any consent given by the City to the Transfer is made without prejudice to, or waiver of, the City's right to investigate and take into account any lawful considerations during any future franchise renewal or transfer process.
- l. This consent does not affect and shall not be construed to affect the rights and authority of the City to regulate or authorize, by ordinance, license, or otherwise, use of the public rights-of-way for purposes other than for cable service, or to charge a franchise fee or other compensation for such use under applicable law. To the extent that the Grantee or its affiliates may seek to provide a service other than cable service or through other facilities within the City, the City reserves the right to require any additional authorizations and payment of a franchise fee or other compensation regarding such services and facilities that it may lawfully require. Consent to the Transfer shall not be deemed to be consent to the use of the public rights-of-way by Grantee or any of its affiliates for any purpose other than the provision of cable service. Notwithstanding the foregoing, the City acknowledges that, as recognized in Section 3.2 of the Franchise Agreement, Grantee’s network in the City is constructed, operated, and maintained as an upgrade to and/or extension of its pre-existing Telecommunications Facilities for the provision of Non-Cable Services, jurisdiction over which is governed by Federal and State law.

m. Transferor, Transferee, and Grantee shall have acknowledged these conditions of approval of the Transfer in writing no later than thirty (30) days following approval of the transfer resolution of the City.

FRONTIER COMMUNICATIONS CORPORATION (as Transferor)

BY:
NAME:
TITLE:
DATE:

NOTARIZED ACCEPTANCE (BY EACH SIGNATOR)

State of _____ County of _____

This Acceptance was acknowledged before me on the ___ day of _____, 2019 by _____ as a duly authorized officer of _____.

Notary Public for: _____ My Commission Expires: _____

NORTHWEST FIBER LLC (as Transferee)

BY:
NAME:
TITLE:
DATE:

NOTARIZED ACCEPTANCE (BY EACH SIGNATOR)

State of _____ County of _____

This Acceptance was acknowledged before me on the ___ day of _____, 2019 by _____ as a duly authorized officer of _____.

Notary Public for: _____ My Commission Expires: _____

FRONTIER COMMUNICATIONS NORTHWEST, INC. (as Grantee)

BY:
NAME:
TITLE:
DATE:

NOTARIZED ACCEPTANCE (BY EACH SIGNATOR)

State of _____ County of _____

This Acceptance was acknowledged before me on the ____ day of _____, 2019 by
_____ as a duly authorized officer of _____.

Notary Public for: _____ My Commission Expires: _____

EXHIBIT 2
GUARANTEE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2019, between the Jurisdictions, the Guarantor, and the Grantee. For the purpose of this Agreement, the terms "Jurisdictions", "Guarantor" and "Grantee" have the meanings given in this Agreement below:

WITNESSETH

WHEREAS, the Cities of Gresham, Troutdale, Fairview and Wood Village, Oregon, (the "Jurisdictions") have negotiated a cable franchise agreement (the "Franchise") currently held by Frontier Communications Northwest Inc. (the "Grantee"), to operate and maintain a cable television system (the "Cable System"); and

WHEREAS, Northwest Fiber, LLC (the "Guarantor") has proposed to become an ultimate owner and manager of the Grantee, and has filed a formal written request seeking approval of the proposed transfer by the Jurisdictions as required by federal law (FCC Form 394); and

WHEREAS, the Jurisdictions have submitted Requests for Information in performance of their review of the Grantee's legal, financial and technical qualifications to perform its obligations under the Franchise following the proposed transfer, and the Guarantor and the Grantee have responded to the Jurisdictions' Requests by providing additional information; and

WHEREAS, in response to requests by the Jurisdictions following their review, the Guarantor has agreed to provide this guarantee in order to induce the Jurisdictions to approve the transfer of control of the Franchise and the Grantee from Frontier Communications Corporation to Northwest Fiber, LLC;

NOW, THEREFORE, in consideration of the foregoing, the Guarantor agrees:

1. The Guarantor hereby unconditionally guarantees the timely and full performance of any and all obligations of Grantee contained in the Franchise. In the event Grantee for any reason fails to perform those obligations, the Guarantor agrees to perform or cause to be performed those obligations on Grantee's behalf promptly upon written demand by the Jurisdictions.
2. This guarantee is an absolute, continuing, and unlimited performance guarantee of the Franchise by the Grantee. The Jurisdictions shall not be obliged to proceed first against the Grantee or any other person, firm or corporation.
3. The Guarantor waives notice of acceptance of this guarantee and further waives protest, presentment, demand for performance or notice of default to the Guarantor. The Jurisdictions have no duty to advise the Guarantor of any information known to them regarding Grantee's performance of its Franchise obligations. This waiver, however, shall not be deemed a waiver of any requirement of the Franchise as to notice to the Grantee.

4. The Jurisdictions' failure to require strict performance of the Franchise shall not release the Guarantor from liability under this Agreement.

5. This Agreement, unless terminated, substituted or canceled, as provided herein, shall remain in full force and effect for the duration of the term of the Franchise. This Agreement and the guarantee made hereunder are contingent upon and subject to the closing of the transaction by which ultimate control of the Grantee is transferred to the Guarantor. If control of the Grantee is subsequently transferred away from the Guarantor with the approval of the Jurisdictions, the guarantee shall terminate at that time.

6. The Guarantor may propose substitution of another Guarantor to perform the obligations of this Agreement. If the Jurisdictions find the proposed substitute Guarantor reasonably satisfactory, another Guarantee Agreement may be substituted upon mutual agreement of the Jurisdictions and the Guarantor. Such substitution shall not affect liability incurred or accrued under this agreement prior to the effective date of such substitution. Following the Jurisdictions' acceptance of the substitute Guarantor, no claim, suit or action under this Agreement by reason of any default of the Grantee shall be brought against the original Guarantor unless asserted or commenced within one year after the effective date of such substitution of the Agreement, and only to the extent it relates to a liability incurred or accrued prior to the effective date of the substitution.

7. Any notices given pursuant to this agreement shall be in writing and delivered personally to the following addresses or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Guarantor and the Grantee at:

_____, and to the Jurisdictions at: _____. Either party may change its address for notices by giving notice of the new address in the manner provided in this paragraph.

8. Definitions: For purposes of this Agreement, the following terms are defined as indicated below:

- (A) Grantee: Frontier Communications Northwest Inc., or its lawful successors;
- (B) Guarantor: Northwest Fiber, LLC;
- (C) Franchise: Cable Franchise Agreement granted by the Jurisdictions to Grantee, including all documentation of any conditions of grant, renewal, extension, settlement or transfer.

IN WITNESS WHEREOF, the Grantee, the Jurisdictions, and Guarantor have entered into this Agreement on the day of _____, 2019.

Guarantor: Northwest Fiber, LLC

By:

Title: _____

State of _____)

_____) ss.
County of _____)

This Agreement was acknowledged before me on the day of _____, 2010, by _____, as a duly authorized officer of Northwest Fiber, LLC.

Notary Public for: _____

My Commission Expires: _____

Grantee: Frontier Communications Northwest Inc. or its successors

By:

Title:

_____)

State of _____) ss.

County of _____)

This Agreement was acknowledged before me on the day of _____, 2010, by _____, as a duly authorized officer of Frontier Northwest Inc. or its successors.

Notary Public for: _____

My Commission Expires: _____

Jurisdictions: Gresham, Troutdale, Fairview and Wood Village

By:

Title:

_____)

State of _____) ss.

County of _____)

This Agreement was acknowledged before me on the day of _____, 2010, by _____, as a duly authorized representative of the Jurisdictions.

Notary Public for: _____

My Commission Expires: _____