

Hearing Date and Time: April 24, 2020, at 2:00 p.m. (prevailing Eastern Time)
Objection Deadline: April 23, 2020, at 3:00 p.m. (prevailing Eastern Time)

Stephen E. Hessler, P.C.
Mark McKane, P.C. (admitted *pro hac vice*)
Patrick Venter
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

Chad J. Husnick, P.C.
Benjamin M. Rhode (*pro hac vice* pending)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

Proposed Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

)		
In re:	)	Chapter 11	
)		
FRONTIER COMMUNICATIONS	)	Case No. 20-22476 (RDD)	
CORPORATION, <i>et al.</i> , ¹)		
)		
Debtors.	)	(Jointly Administered)	
)		

**NOTICE OF SALE HEARING AND
FILING OF DEBTORS' AMENDED MOTION
FOR ENTRY OF AN ORDER (I) AUTHORIZING
AND APPROVING (A) THE ASSUMPTION OF THE
PURCHASE AGREEMENT, (B) THE SALE OF THE DEBTORS'
PACIFIC NORTHWEST ASSETS FREE AND CLEAR OF ALL
CLAIMS, LIENS, RIGHTS, INTERESTS, AND ENCUMBRANCES,
AND (C) THE DEBTORS' ASSUMPTION OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES, (II) DISMISSING THE TRANSFERRED
SUBSIDIARIES' CHAPTER 11 CASES, AND (III) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that on April 15, 2020, Frontier Communications Corporation and certain of its affiliates, as debtors and debtors in possession (collectively, the "Debtors"), filed the *Debtors' Motion for Entry of an Order (I) Authorizing and Approving (A) the Assumption of*

¹ The last four digits of Debtor Frontier Communications Corporation's tax identification number are 9596. Due to the large number of debtor entities in these chapter 11 cases, for which the Court has ordered joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.primeclerk.com/ftc>. The location of the Debtors' service address for purposes of these chapter 11 cases is: 50 Main Street, Suite 1000, White Plains, New York 10606.

the Purchase Agreement, (B) the Sale of the Debtors' Pacific Northwest Assets Free and Clear of All Claims, Liens, Rights, Interests, and Encumbrances, and (C) the Debtors' Assumption of Certain Executory Contracts and Unexpired Leases, and (II) Granting Related Relief [Docket No. 22] (the "Sale Motion") and the Debtors' Motion to Schedule an Expedited Hearing and Shorten the Notice Period with Respect to the Debtors' Motion to Sell the Pacific Northwest Assets Free and Clear of All Claims, Liens, Rights, Interests, and Encumbrances, and the Debtors' Assumption of Certain Executory Contracts and Unexpired Leases [Docket No. 20] (the "Motion to Shorten Time") in the United States Bankruptcy Court for the Southern District of New York (the "Court").

PLEASE TAKE FURTHER NOTICE that on April 22, 2020, the Debtors filed the *Debtors' Motion Seeking Entry of an Order Authorizing the Debtors to Redact Certain Information in the Transition Services Agreement Related to the Purchase Agreement [Docket No. 124] (the "TSA Redaction Motion") in the Court.*

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file the *Debtors' Amended Motion for Entry of an Order (I) Authorizing and Approving (A) the Assumption of the Purchase Agreement, (B) the Sale of the Debtors' Pacific Northwest Assets Free and Clear of All Claims, Liens, Rights, Interests, and Encumbrances, and (C) the Debtors' Assumption of Certain Executory Contracts and Unexpired Leases, (II) Dismissing the Transferred Subsidiaries' Chapter 11 Cases, and (III) Granting Related Relief* attached hereto as **Exhibit A** (the "**Amended Sale Motion**").

PLEASE TAKE FURTHER NOTICE that a comparison between the Amended Sale Motion and the Sale Motion is attached hereto as **Exhibit B**.

PLEASE TAKE FURTHER NOTICE that, as a result of discussion among all relevant parties, the Amended Sale Motion resolves all informal comments the Debtors have received to the relief requested by the Sale Motion.

PLEASE TAKE FURTHER NOTICE that a hearing to consider the Amended Sale Motion and TSA Redaction Motion (the “Sale Hearing”) has been scheduled by the Court for **April 24, 2020, at 2:00 p.m., prevailing Eastern Time**,² with such hearing to be held before the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, at the United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street White Plains, New York 10601 in accordance with the Court’s schedule. The Debtors have requested that the Court consider the relief requested in the Amended Sale Motion on a final basis.

PLEASE TAKE FURTHER NOTICE that your rights may be affected. You should read the Amended Sale Motion and the TSA Redaction Motion carefully and discuss them with your attorney, if you have one in connection with the chapter 11 cases. (If you do not have an attorney, you may wish to consult with one).

PLEASE TAKE FURTHER NOTICE that any responses or objections to the relief requested at the Sale Hearing shall: (a) be in writing; (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York, and the *Interim Order (I) Establishing Certain Notice, Case*

² See Order Scheduling an Expedited Hearing and Shortening the Notice Period with Respect to the Debtors’ Motion to Sell the Pacific Northwest Assets Free and Clear of All Claims, Liens, Rights, Interests, and Encumbrances, and the Debtors’ Assumption of Certain Executory Contracts and Unexpired Leases [Docket No. 80].

Management, and Administrative Procedures and (II) Granting Related Relief [Docket No. 81] (the “Case Management Order”) approved by the Court; (c) be filed electronically with the Court on the docket of *In re Frontier Communications Corporation*, Case 20-22476 (RDD) by registered users of the Court’s electronic filing system and in accordance with the General Order M-399 (which is available on the Court’s website at <http://www.nysb.uscourts.gov>); and (d) be served so as to be actually received by **April 23, 2020, at 3:00 p.m., prevailing Eastern Time**, by (i) the entities on the Master Service List (as defined in the Case Management Order and available on the Debtors’ case website at <http://cases.primeclerk.com/ftc>) and (ii) any person or entity with a particularized interest in the subject matter of the Amended Sale Motion.

PLEASE TAKE FURTHER NOTICE that if no Objections are timely filed and served with respect to the Amended Sale Motion, the Debtors shall, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form attached as Exhibit A to the Amended Sale Motion, which order the Bankruptcy Court may enter with no further notice or opportunity to be heard.

PLEASE TAKE FURTHER NOTICE that if no Objections are timely filed and served with respect to the TSA Redaction Motion, the Debtors shall, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form attached as Exhibit A to the TSA Redaction Motion, which order the Bankruptcy Court may enter with no further notice or opportunity to be heard.

PLEASE TAKE FURTHER NOTICE that the Sale Hearing may be continued or adjourned thereafter from time to time without further notice other than an announcement of the adjourned date or dates at the Sale Hearing. The Debtors will file an agenda before the Sale

Hearing, which may modify or supplement the Amended Sale Motion to be heard at the Sale Hearing.

PLEASE TAKE FURTHER NOTICE that copies of the Amended Sale Motion, the Motion to Shorten Time, the TSA Redaction Motion, all documents filed in these chapter 11 cases may be obtained free of charge by visiting the website of Prime Clerk LLC at <http://cases.primeclerk.com/ftt>. You may also obtain copies of any pleadings by visiting the Bankruptcy Court's website at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

[Remainder of page intentionally left blank.]

Dated: April 22, 2020
New York, New York

/s/ Stephen E. Hessler

Stephen E. Hessler, P.C.

Mark McKane, P.C. (admitted *pro hac vice*)

Patrick Venter

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

- and -

Chad J. Husnick, P.C.

Benjamin M. Rhode (*pro hac vice* pending)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

300 North LaSalle Street

Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

Proposed Counsel to the Debtors and Debtors in Possession

Exhibit A

Amended Sale Motion

Stephen E. Hessler, P.C.
Mark McKane, P.C. (admitted *pro hac vice*)
Patrick Venter
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

Chad J. Husnick, P.C.
Benjamin M. Rhode (*pro hac vice* pending)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

Proposed Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

)		
In re:	)	Chapter 11	
)		
FRONTIER COMMUNICATIONS	)	Case No. 20-22476 (RDD)	
CORPORATION, <i>et al.</i> , ¹)		
)		
Debtors.	)	(Jointly Administered)	
)		

**DEBTORS' AMENDED
MOTION FOR ENTRY OF AN ORDER
(I) AUTHORIZING AND APPROVING (A) THE ASSUMPTION
OF THE PURCHASE AGREEMENT, (B) THE SALE OF THE
DEBTORS' PACIFIC NORTHWEST ASSETS FREE AND CLEAR OF
ALL CLAIMS, LIENS, RIGHTS, INTERESTS, AND ENCUMBRANCES,
AND (C) THE DEBTORS' ASSUMPTION OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES, (II) DISMISSING THE TRANSFERRED
SUBSIDIARIES' CHAPTER 11 CASES, AND (III) GRANTING RELATED RELIEF**

The above captioned debtors and debtors in possession (collectively, the "Debtors") respectfully state the following in support of this motion (this "Motion"):

¹ The last four digits of Debtor Frontier Communications Corporation's tax identification number are 9596. Due to the large number of debtor entities in these chapter 11 cases, for which the Court has ordered joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.primeclerk.com/ftc>. The location of the Debtors' service address for purposes of these chapter 11 cases is: 50 Main Street, Suite 1000, White Plains, New York 10606.

Relief Requested

1. By this Motion, the Debtors seek entry of an order (the “Order”), substantially in the form attached hereto as **Exhibit A**, (a) authorizing and approving (i) the Debtors’ assumption of that certain Purchase Agreement, dated as of May 28, 2019, by and among Frontier Communications Corporation (“Frontier”), Frontier Communications ILEC Holdings LLC, and Northwest Fiber, LLC (the “Purchaser”) (together, the “Parties”), (the “Purchase Agreement”),² (ii) the sale of the Debtors’ equity interests in the direct and indirect subsidiaries of Frontier (collectively, the “Transferred Subsidiaries”)³ that conduct Frontier’s business in Washington, Oregon, Idaho, and Montana (such equity interests, the “Transferred Equity Interests”) free and clear of all liens, claims, interests, and encumbrances pursuant to the Purchase Agreement (collectively, and including all actions taken or required to be taken in connection with the implementation, performance, and consummation of the Purchase Agreement, the “Sale,” and the Transferred Equity Interests, together with all associated assets contemplated by the Purchase Agreement to be transferred to the Purchaser by virtue of the transfer of the Transferred Equity Interests, the “Pacific Northwest Assets”), (iii) the assumption by the Debtors of certain executory contracts and unexpired leases, as contemplated by the Purchase Agreement (collectively,

² A copy of the Purchase Agreement is attached as Exhibit 1 to Exhibit A to the *Debtors’ Motion for Entry of an Order (I) Authorizing and Approving (A) the Assumption of the Purchase Agreement, (B) the Sale of the Debtors’ Pacific Northwest Assets Free and Clear of All Claims, Liens, Rights, Interests, and Encumbrances, and (C) the Debtors’ Assumption of Certain Executory Contracts and Unexpired Leases, and (II) Granting Related Relief* [Docket No. 22] (the “Sale Motion”).

Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement or the First Day Declaration (as defined herein), as applicable.

³ The Transferred Subsidiaries and their respective chapter 11 case are as follows: (a) Citizens Telecommunications Company of Idaho, No. 20-22510 (RDD); (b) Citizens Telecommunications Company of Montana, No. 20-22523 (RDD); (c) Citizens Telecommunications Company of Oregon, No. 20-22547 (RDD); and (d) Frontier Communications Northwest Inc., No. 20-22500 (RDD) (collectively, the “Transferred Subsidiaries Cases”).

the “Assumed Contracts and Leases”), (b) approving the dismissal of the Transferred Subsidiaries Cases, effective immediately prior to the Closing (as defined in the Purchase Agreement), and (c) granting related relief.

2. In support of this Motion, the Debtors submit the *Declaration of Daniel Mendelow in Support of Debtors’ Motion for Entry of an Order (I) Authorizing and Approving (A) the Assumption of the Purchase Agreement, (B) the Sale of the Debtors’ Pacific Northwest Assets Free and Clear of All Claims, Liens, Rights, Interests, and Encumbrances, and (C) the Debtors’ Assumption of Certain Executory Contracts and Unexpired Leases, and (II) Granting Related Relief*, attached as Exhibit B to the Sale Motion (the “Mendelow Declaration”), and the *Declaration of Carlin Adrianopoli in Support of Debtors’ Motion for Entry of an Order (I) Authorizing and Approving (A) the Assumption of the Purchase Agreement, (B) the Sale of the Debtors’ Pacific Northwest Assets Free and Clear of All Claims, Liens, Rights, Interests, and Encumbrances, and (C) the Debtors’ Assumption of Certain Executory Contracts and Unexpired Leases, and (II) Granting Related Relief*, attached as Exhibit C to the Sale Motion (the “Adrianopoli Declaration”).

Jurisdiction and Venue

3. The United States Bankruptcy Court for the Southern District of New York (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012 (General Order M-431). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the Court entering a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The statutory bases for the relief requested herein are sections 105(a), 363, 365, and 1112(b) of title 11 of the United States Code (the “Bankruptcy Code”), Bankruptcy Rules 2002 and 6004, rules 2002-1 and 6004-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), and the *Sale Guidelines for the Conduct of Asset Sales Established and Adopted by the United States Bankruptcy Court for the Southern District of New York pursuant to General Order M-383* (the “Sale Guidelines”).

Background

6. Frontier is a publicly held provider of telecommunications services and the fourth largest Incumbent Local Exchange Carrier (“ILEC”) in the United States, offering a broad portfolio of communications services for 4.1 million consumer, commercial, and wholesale customers. Through a series of acquisitions culminating with the 2016 purchase of Verizon Communications Inc.’s broadband and landline services in the states of California, Texas, and Florida (the “CTF Transaction”), the Debtors transformed in scale from a provider of services in mainly rural areas into one of the largest telecommunications businesses in the United States, with 2019 revenue of approximately \$8.1 billion.

7. In the years since the completion of the CTF Transaction, the Debtors have faced industry headwinds stemming from fierce competition in the telecommunications sector and changing consumer preferences. Moreover, shifting technology has redefined what infrastructure telecommunications companies need to excel in the industry, most notably an industry overhaul from broadband networks relying on copper cables to those relying on optical fiber. These conditions have rendered the Debtors’ approximately \$17.5 billion in outstanding funded debt unsustainable.

8. Rather than execute a liability management transaction that would at best delay

maturities without addressing their capital structure in a comprehensive manner, the Debtors have negotiated with their key stakeholders. After extensive, arm's-length negotiations that played out over several months, the Debtors executed the Restructuring Support Agreement⁴ with certain holders of unsecured notes (the "Noteholder Groups"), which puts the Debtors on a path to file a plan of reorganization during the course of these chapter 11 cases that would maximize stakeholder recoveries, allow operational continuity, and ensure a viable enterprise upon emergence.

9. On April 14, 2020 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. A detailed description surrounding the facts and circumstances of these chapter 11 cases is set forth in the *Declaration of Carlin Adrianopoli, Executive Vice President of Strategic Planning, in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 3] (the "First Day Declaration").

10. The Debtors continue to operate their businesses and manage their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On April 17, 2020, the Court entered an order [Docket No. 78] authorizing the joint administration and procedural consolidation of the chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

Preliminary Statement

11. In July 2017, the Debtors and their advisors began evaluating strategic and capital structure alternatives to address the Debtors' burdensome balance sheet. As part of this process, the Debtors considered a number of strategic asset divestitures across multiple regions in which the Debtors operate. After consultation with their advisors, the Debtors decided that, under the

⁴ The Restructuring Support Agreement is attached as Exhibit B to the First Day Declaration (as defined herein).

right circumstances, including finding a purchaser with the financial and operational capabilities to successfully consummate a sale transaction and move through the regulatory approval process, a sale of certain assets would enhance liquidity and enable the Debtors to focus on other more valuable initiatives and markets, and, ultimately, increase shareholder value.

12. Starting in January 2018, the Debtors discussed potential non-core asset sales with multiple counterparties, signing non-disclosure agreements with sixteen parties and receiving non-binding letters of intent from six of those parties. In September 2018, the Purchaser, headed by broadband entrepreneur Steve Weed, who founded and served as CEO of Wave Broadband until its sale for \$2.5 billion in 2018, engaged with the Debtors and Evercore regarding the acquisition of certain non-core assets in the Pacific Northwest. Specifically, the Purchaser expressed interest in acquiring the Debtors' operations and associated assets in Washington, Oregon, Idaho, and Montana. As of March 31, 2019, the Debtors' operations in these states served more than 350,000 customers and accounted for approximately \$272 million of adjusted EBITDA on a trailing-twelve-months basis. Eventually, on January 7, 2019, after extensive diligence efforts by the Parties, the Debtors received a non-binding letter of intent from the Purchaser for the Pacific Northwest Assets.

13. After several months of negotiations of definitive documentation, including constant and extensive diligence efforts, on May 28, 2019, Frontier, Frontier's wholly owned subsidiary Frontier Communications ILEC Holdings LLC, and the Purchaser executed the Purchase Agreement, which provides for a purchase price of more than \$1.352 billion, subject to customary adjustments. As is customary in the telecommunications industry, the Sale is subject to receipt of certain necessary regulatory approvals, which have all been obtained as a result of the Parties' substantial devotion of time and resources, and certain other pre-closing conditions, which

the Parties are diligently working to complete. As a result of the lengthy process and delay between execution of the Purchase Agreement and consummation of the Sale, the Debtors filed these chapter 11 cases prior to consummation of the Sale, in order to effectuate the terms of a comprehensive restructuring, the terms of which are embodied in the Restructuring Support Agreement. The Debtors now seek authority to assume the Purchase Agreement pursuant to section 365 of the Bankruptcy Code and to consummate the Sale free and clear of all liens, claims, encumbrances, and interests pursuant to section 363 of the Bankruptcy Code. In connection with approval of the Sale, the Debtors also seek authority, pursuant to section 365 of the Bankruptcy Code, for the assumption of all executory contracts and unexpired leases held by the Transferred Subsidiaries as contemplated by the Purchase Agreement.

14. The Debtors request the relief herein at the earliest possible juncture in these chapter 11 cases to continue working on consummating the Sale, a process the Debtors and Purchaser have diligently pursued for over a year. Of particular relevance, in connection with the Purchase Agreement, the Purchaser has secured financing commitments that expire on May 28, 2020 (the “Outside Closing Date”). The Purchase Agreement provides that Frontier must satisfy the closing conditions set forth therein by the Outside Closing Date, as well as certain rights for the Purchaser to terminate the Purchase Agreement if the transaction does not close by such date. Given the extensive work that has been completed to date to consummate the Sale on the targeted closing date of April 30, 2020, any interruption of the Sale process could significantly delay or endanger consummation of the Sale, which would reduce the value of the Debtors’ estates. An efficient transition and consummation of the Sale would unburden the Debtors’ internal resources while simultaneously enhancing the Debtors’ liquidity during the pendency of these chapter 11 cases.

15. A smooth Sale process is also in the best interest of the Debtors' customers and the public in the region served by the Pacific Northwest Assets. Throughout the Sale process, the Debtors and the Purchaser have focused on the interests of the existing customer base as well as the broader public which relies on the essential services currently provided by the Debtors in the Pacific Northwest. The Purchaser's extensive telecommunications experience was a key factor in the Debtors' decision to enter into the Sale, as the Debtors recognized that the Purchaser would be capable of operating the Pacific Northwest Assets without interruption following the consummation of the Sale. Moreover, a key feature of the Sale is the Debtors agreement to provide certain services with respect to system and network transfer, as well as other customer-focused services, for a minimum of six months at no cost from consummation of the Sale (as specified in the agreement attached as Exhibit B to the Purchase Agreement, such agreement, the "Transition Services Agreement," with respect to each particular service) to ensure a smooth transition of services for the benefit of customers and communities served by the Pacific Northwest Assets. Any disruption to the structure and timing of the Sale process as contemplated would not only harm the Debtors and their estates, but the customers and public in the regions served by the Pacific Northwest Assets.

16. In the Debtors' business judgment, consummating the Sale is in the best interest of the Debtors and their estates. As set forth in the Mendelow Declaration, the terms of the Sale are the product of extensive, arm's-length negotiations conducted in good faith by the Parties. The Purchaser is not affiliated with the Debtors and has proceeded in good faith during the Sale negotiation process. The Sale of the Pacific Northwest Assets is a key step towards effectuating the Debtors' restructuring and future business plan by reallocating resources to ease the transition to the Debtors providing enhanced broadband service. Consummation of the Sale will also result

in immediate and meaningful value to the Debtors and their estates, in part due to the \$1.352 billion cash infusion (subject to customary purchase price adjustments and escrow arrangements).

17. Further, over 75% of the Holders of Senior Notes Claims are supportive of the Sale. Indeed, under the terms of the Restructuring Support Agreement, as outlined in Exhibit 1 attached thereto, the Debtors were required to file this Motion as soon as reasonably practicable. The Holders' support is indicative of the Sale's benefit to the Debtors' estates. In light of the foregoing and the extended negotiation process, the Debtors believe that proceeding with the Sale is in the best interest of the Debtors, their estates, and all parties-in-interest.

18. Additionally, upon consummation of the Sale, the equity interests of the Transferred Subsidiaries, along with all of their respective assets and liabilities, will no longer be a part of the Debtors' estates and there will be no assets or liabilities to be administered in the chapter 11 cases of the Transferred Subsidiaries. As further explained below, there will not be any post-closing claims with respect to the Transferred Subsidiaries Cases, as alleged post-closing cure costs, if any, will be brought forth against the Debtors' remaining estates and satisfied from the proceeds of the Sale and, under no circumstances, will be the responsibility of the Transferred Subsidiaries. The Debtors, therefore, request the Court dismiss the Transferred Subsidiaries Cases immediately prior to consummation of the Sale.

Overview of the Purchase Agreement

I. Material Terms of the Purchase Agreement.

19. The following chart summarizes the key terms and conditions of the Purchase Agreement:⁵

⁵ This summary is provided for the convenience of the Court and parties-in-interest. If there are any inconsistencies between this summary and the Purchase Agreement, the terms of the Purchase Agreement shall govern in all respects. Capitalized terms used but not otherwise defined in this summary shall have the meanings set forth in

Purchase Agreement Provision	Summary Description
<p>Parties</p>	<p><u>Seller</u>: Frontier Communications Corporation</p> <p><u>Intermediate Holdco</u>: Frontier Communications ILEC Holdings LLC</p> <p><u>Purchaser</u>: Northwest Fiber, LLC</p> <p><u>Guarantors (concerning Purchaser obligations)</u>: (i) WaveDivision Capital VII, LLC; (ii) Searchlight Capital II, L.P. and Searchlight Capital II PV, L.P.; (iii) Port-aux-Choix Private Investments Inc.; (iv) IMCPE 2019 Inc.; and (v) CPP Investment Board Private Holdings (4) Inc.</p>
<p>Purchase Price</p>	<p>The aggregate purchase price for the Transferred Equity Interests shall be \$1,352,000,000 in cash (the "<u>Purchase Price</u>"), payable as set forth in § 1.03, including subject to satisfaction of certain conditions precedent, and subject to adjustment as provided in § 1.04, including for cash, indebtedness, working capital as compared to an agreed target, and certain pension and retiree medical liabilities, and subject to customary escrow arrangements, including a \$26.5 million indemnity escrow to serve as a source of recovery for Purchaser's indemnification claims described below. The indemnity escrow will be released 12 months following the Closing (amounts may be retained in escrow subject to then-pending claims).</p> <p>See Purchase Agreement, §§ 1.01 and 1.05.</p>
<p>Transferred Equity Interests and Closing Deliveries</p>	<p><u>Transfer of Equity Interests</u>. "<u>Transferred Equity Interests</u>" shall mean all of the issued and outstanding equity interests, held by Seller directly or through Intermediate Holdco, of: (a) Citizens Telecommunications Company of Idaho; (b) Citizens Telecommunications Company of Montana; (c) Citizens Telecommunications Company of Oregon; and (d) Frontier Communications Northwest Inc. (collectively, the "<u>Companies</u>").</p> <p><u>Seller's Deliveries</u>. On the Closing Date:</p> <ol style="list-style-type: none"> a. Seller and Intermediate Holdco shall deliver to Purchaser any certificates representing any certificated Transferred Equity Interests and customary instruments of transfer and assignment of the Transferred Equity Interests, in form and substance reasonably satisfactory to Purchaser, duly executed by Seller or Intermediate Holdco, as applicable; b. Seller shall deliver or cause to be delivered to Purchaser the tax certificate(s) required to be delivered pursuant to § 5.07(e); c. Seller shall deliver to Purchaser the certificate required to be delivered pursuant to § 6.02(c) (the "<u>Seller Certificate</u>"); and d. Seller shall deliver to Purchaser evidence reasonably satisfactory to Purchaser of the release and termination effective as of the Closing of (i) any Liens (other than Permitted Liens) on the Transferred Equity Interests, the Companies or any of their assets and (ii) any and all guarantees of indebtedness for borrowed money provided by any of the Companies. <p><u>Purchaser's Deliveries</u>. On the Closing Date:</p> <ol style="list-style-type: none"> a. Purchaser shall deliver or cause to be delivered to Seller and Intermediate Holdco, payment by wire transfer of immediately available funds to bank accounts designated in writing by Seller and Intermediate Holdco at least

the Purchase Agreement.

Purchase Agreement Provision	Summary Description
	<p>two Business Days prior to the Closing Date, an aggregate amount equal to the Initial Closing Date Amount minus the Initial Unfunded Employee Liability Amount (with such aggregate amount to be split between such bank accounts as designated in writing by Seller); and</p> <p>b. Purchaser shall deliver to Seller the certificate required to be delivered pursuant to § 6.03(c) (the “Purchaser Certificate”).</p> <ul style="list-style-type: none"> Further, on the Closing Date, Purchaser shall deliver to Seller, and Seller shall deliver to Purchaser, the Escrow Agreement, duly executed by Purchaser, Seller and the Escrow Agent, respectively. <p>See Purchase Agreement, Preamble, Exhibit A, § 1.03.</p>
<p>Post-Closing Purchase Price Adjustment</p>	<p>The Purchase Price will be adjusted based upon the difference between the Initial Closing Date Amount set forth in the Estimated Closing Statement (which will include estimates of Cash, Working Capital, Indebtedness, the Required Payment Amount, Change of Control Payments) to be prepared at least three Business Days prior to the Closing Date, and the Final Closing Date Amount set forth in the Final Closing Statement to be prepared within ninety calendar days of the Closing Date (subject to customary dispute resolution mechanics). The Purchase Price will be further adjusted based upon the difference between the Initial Unfunded Employee Liability Amount set forth in the Estimated Unfunded Employee Liability Statement (which will include estimates of certain unfunded employee benefit and retiree medical liability amounts) to be prepared at least three Business Days prior to the Closing Date and the Final Unfunded Employee Liability Amount set forth in the Final Unfunded Employee Liability Statement to be prepared within one hundred eighty calendar days of the Closing Date (subject to customary dispute resolution mechanics).</p> <p>See Purchase Agreement, § 1.04.</p>
<p>Representations and Warranties</p>	<p>Pursuant to the Purchase Agreement, each of Seller, Intermediate Holdco, and Buyer make certain customary representations and warranties for transactions of this nature and size, which representations and warranties are made as of the signing of the Purchase Agreement and as of the Closing.</p> <p><u>Representations Relating to Seller, Intermediate Holdco and the Transferred Equity Interests.</u> Such representations and warranties address items including, among other things, organization, authority, validity, lack of conflicts, and receipt of an opinion from Duff & Phelps, LLC.</p> <p>See Purchase Agreement, Art. II.</p> <p><u>Representations Relating to the Companies.</u> Such representations and warranties address items including, among other things, organization, capitalization, lack of conflicts, accuracy of financial statements, validity, litigation, material contracts, personal and real property, labor and employment matters, environmental matters, communications regulatory matters, and the assets and operations of the Business.</p> <p>See Purchase Agreement, Art. III.</p> <p><u>Representations Relating to the Purchaser.</u> Such representations and warranties address items including, among other things, organization, authority, validity, lack of conflicts, litigation, and financing.</p> <p>See Purchase Agreement, Art. IV.</p>
<p>Covenants</p>	<p>The Purchase Agreements contains customary covenants, including, among other</p>

Purchase Agreement Provision	Summary Description
	<p>things, conducting the Business in the ordinary course prior to Closing, providing information up to the Closing, confidentiality, use of reasonable best efforts to consummate the Sale, employee matters, taxes, publicity, non-solicitation, indemnification of directors and officers, insurance, financing, replacement of certain agreements and obligations, and certain pre-Closing transitional activities. The Purchase Agreement also includes a covenant governing the provision of certain post-Closing transitional services to be provided by Seller to Purchaser.</p> <p>See Purchase Agreement, Art. V.</p>
<p>Conditions Precedent</p>	<p>There shall be no applicable Law, Judgment or injunction issued by any Governmental Entity in the United States restraining or otherwise making illegal the consummation of the Sale, and all Required Regulatory Approvals shall have been obtained, in each case without the imposition of any Burdensome Condition.</p> <p>See Purchase Agreement, § 6.01.</p> <p><u>Conditions to Obligation of Purchaser.</u> Such conditions include: (a) Seller representations and warranties remaining true and correct as of the Closing Date (subject to customary exceptions and qualifications); (b) Seller performing its obligations under the Purchase Agreement in all material respects; (c) Seller delivering the Seller Certificate; (d) no Material Adverse Effect shall have occurred; (e) the Systems Standup shall have been effected; and (f) the Outside Date not having occurred (subject to customary qualifications).</p> <p>See Purchase Agreement, § 6.02.</p> <p><u>Conditions to Obligation of Seller.</u> Such conditions include: (a) Purchaser representations and warranties remaining true and correct as of the Closing Date (subject to customary exceptions and qualifications); (b) Purchaser performing its obligations under the Purchase Agreement in all material respects; (c) Purchaser delivering the Purchaser Certificate; and (d) the Outside Date not having occurred (subject to customary qualifications).</p> <p>See Purchase Agreement, § 6.03.</p>
<p>Termination</p>	<p>The Purchase Agreement includes customary termination provisions for both Seller and Purchaser.</p> <p>Under certain circumstances (<i>e.g.</i>, if the transaction does not close as a result of Purchaser’s debt financing becoming unavailable), Purchaser is required to pay a termination fee of \$86.125 million in cash to Seller.</p> <p>Subject to certain exceptions, either party may terminate the Purchase Agreement if the Closing has not occurred on or prior to May 28, 2020.</p> <p>See Purchase Agreement, Art. VII.</p>
<p>Indemnification</p>	<p><u>Indemnification by Seller.</u> Seller and Intermediate Holdco agree to indemnify Purchaser from losses arising from: (i) any breach of Seller or Intermediate Holdco representations or warranties or performance obligations, (ii) any Closing Indebtedness not reflected in the Final Closing Statement that should have been reflected, (iii) the Retained Credit Support Obligations, (iv) the Excluded Liabilities, and (v) any Refunded Required Payment or Unpaid Contingent Payment not paid to Purchaser and any Closing Required Payment Amount reflected in the Final Closing Statement that should not have been reflected. Seller’s indemnification obligations in respect of breaches of certain representations and warranties are subject to a Deductible (\$13.25 million), a Per Claim Threshold (\$500,000), and (subject to certain customary exceptions) a Cap (\$26.5 million).</p>

Purchase Agreement Provision	Summary Description
	<p>See Purchase Agreement, § 8.01.</p> <p><u>Indemnification by Purchaser.</u> Purchaser agrees to indemnify Seller and Intermediate Holdco from losses arising from: (i) any breach of Purchaser’s representations or warranties or performance obligations, (ii) any Closing Required Payment Amount not reflected in the Final Closing Statement that should have been reflected, (iii) the Assumed Credit Support Obligations, and (iv) the Assumed Liabilities. Purchaser’s indemnification obligations in respect of certain breaches of representations and warranties are subject to the same limitations described above with respect to Seller’s indemnification obligations in respect of breaches of representations and warranties.</p> <p>See Purchase Agreement, § 8.02.</p>
Governing Law	Delaware. See Purchase Agreement, § 9.13.

II. “Extraordinary Provisions” Under the Sale Guidelines.

20. The Debtors do not believe the Purchase Agreement contains any “Extraordinary Provisions” as defined in Section I.D of the Sale Guidelines. Paragraph 3 of Section I.D requires disclosure “[i]f no auction is contemplated, the debtor has agreed to a limited no-shop or no-solicitation provision, or the debtor has otherwise not sought or is not actively seeking higher or better offers.” Although the Sale has not yet been consummated, the Parties have already executed the Purchase Agreement, which was the result of an extensive, competitive negotiating process with an unrelated third party purchaser. Accordingly, the Debtors believe Paragraph 3 is inapplicable to the Purchase Agreement, as the competitive sale process occurred prior to the Petition Date. Nonetheless, out of an abundance of caution, the Debtors hereby disclose that no auction is contemplated by this Motion.⁶

⁶ This list of possible “Extraordinary Provisions” (as such term is defined in the Sale Guidelines) is not intended to be an admission that any of these provisions are unusual relief in sales transactions of this nature conducted pursuant to section 363 of the Bankruptcy Code.

Basis for Relief

I. The Assumption of the Purchase Agreement Should Be Approved as an Exercise of Sound Business Judgment.

21. The Debtors seek authority, under section 365 of the Bankruptcy Code, to assume the Purchase Agreement. Section 365 of the Bankruptcy Code provides, in relevant part, that a debtor in possession “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a); *see also NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 521 (1984) (“This language by its terms includes all executory contracts except those expressly exempted.”). It is well established that a debtor’s decision to assume or reject an executory contract under section 365(a) of the Bankruptcy Code is a matter within the “business judgment” of the debtor. *See, e.g., In re Orion Pictures Corp.*, 4 F.3d 1095, 1099 (2d Cir. 1993); *In re Mingos*, 602 F.2d 38, 43 (2d Cir. 1979); *In re Sabine Oil & Gas Corp.*, 547 B.R. 66, 71 (Bankr. S.D.N.Y. 2016), *aff’d* 567 B.R. 869 (S.D.N.Y. 2017). Under the business judgment standard, a debtor’s business decision should be approved unless that decision “derives from bad faith, whim or caprice.” *In re Helm*, 335 B.R. 528, 538 (Bankr. S.D.N.Y. 2006) (quoting *In re Cent. Jersey Airport Servs., LLC*, 282 B.R. 176, 183 (Bankr. D. N.J. 2002) (internal quotations omitted)). Indeed, when applying the “business judgment” standard, courts show great deference to the debtor’s decision-making. *See In re Riodizio, Inc.*, 204 B.R. 417, 424 (Bankr. S.D.N.Y. 1997) (“[A] court will ordinarily defer to the business judgment of the debtor’s management.”). Further, allowing a debtor to assume executory contracts and unexpired leases under this authority is appropriate where, as here, doing so is consistent with the “two recognized policies” of chapter 11 of the Bankruptcy Code—preserving going-concern value and maximizing property available to satisfy creditors. *See Bank of Am. Nat’l Trust & Sav. Assoc. v. 203 N. LaSalle St. P’Ship*, 526 U.S. 434, 453 (1999).

22. After exploring various possible transactions and analyzing their potential effects on the Debtors' estates and capital structure, the Debtors believe that assuming the Purchase Agreement is a sound exercise of their business judgment. The terms and conditions of the Purchase Agreement are favorable to the Debtors, especially in conjunction with the Debtors' efforts to consummate a comprehensive restructuring, and the Debtors believe that the Sale is beneficial to the Debtors' estates and will contribute to rightsizing the Debtors' capital structure. Furthermore, the Debtors have already expended significant resources and efforts in transitioning various systems and networks to the Purchaser. The Debtors need to continue those efforts to complete a timely, efficient, and well-organized Sale. The relief requested herein will be one step in what the Debtors hope and expect will be a smooth and efficient chapter 11 process, helping to minimize administrative expenses and diminution of estate resources. Unwinding the progress made towards consummation of the Sale would require expending significant assets of the Debtors' estates and would be detrimental to the Debtors, their creditors, estates, and other parties-in-interest.

II. The Sale Should Be Approved as an Exercise of Sound Business Judgment.

23. Section 363(b) of the Bankruptcy Code permits a debtor, subject to court approval, to enter into a transaction outside the ordinary course of its business so long as there is a "sound business purpose" that justifies such action. *See* 11 U.S.C. § 363(b)(1); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983) (holding that judicial approval under section 363 of the Bankruptcy Code requires a showing that there is a good business reason); *see also In re Global Crossing Ltd.*, 295 B.R. 726, 743 (Bankr. S.D.N.Y. 2003) (same).

24. Moreover, "[w]here the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not

entertain objections to the debtor's conduct." *In re Johns-Manville Corp.*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (citation omitted); *see also In re Tower Air, Inc.*, 416 F.3d 229, 238 (3d Cir. 2005) (stating that "[o]vercoming the presumptions of the business judgment rule on the merits is a near-Herculean task").

25. When determining whether to approve a proposed sale under section 363 of the Bankruptcy Code, courts apply a business judgment test. *See, e.g., In re MF Glob. Inc.*, 535 B.R. 596, 605 (Bankr. S.D.N.Y. 2015); *Global Crossing Ltd.*, 295 B.R. at 744. For instance, in *In re Lionel Corp.*, the Court of Appeals for the Second Circuit analyzed several (non-exclusive) factors in conducting a section 363(b) analysis, including whether: (a) a sound business purpose existed that justified the sale; (b) adequate and reasonable notice was provided to interested parties; (c) the sale value obtained was fair and reasonable; and (d) the debtor acted in good faith. 722 F.2d at 1071–72.

26. Further, section 105(a) of the Bankruptcy Code, which codifies the inherent equitable powers of the bankruptcy court, empowers the bankruptcy court to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Specifically, courts have used their power under section 105(a) of the Bankruptcy Code to, among others things, authorize a debtor's sale of its assets outside the ordinary course. *See, e.g., In re Champion Motor Grp., Inc.*, No. 8-09-71979 AST, 2010 WL 6570553, at *1–*2 (Bankr. E.D.N.Y. Mar. 17, 2010). The use of section 105(a) of the Bankruptcy Code, also referred to as the “doctrine of necessity” rule, has long been recognized as precedent within the Second Circuit. *See In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175–76 (Bankr. S.D.N.Y. 1989). The rationale for its utility—the rehabilitation of a debtor in reorganization cases—is considered the “the paramount policy and goal of Chapter 11.” *Id.* Here,

the Debtors' entry into the Purchase Agreement and sale of the Pacific Northwest Assets represents a sound exercise of the Debtors' business judgment and will maximize the value of the estates.

A. A Sound Business Purpose Exists for the Sale.

27. The Debtors have a sound business justification for effectuating the Sale. The \$1.352 billion Purchase Price for the Pacific Northwest Assets is the product of extensive arm's-length negotiation and is fair and reasonable. Further, the Pacific Northwest Assets are non-core and not essential to the Debtors' go-forward business plan. The receipt of the cash proceeds of the Sale will: (a) provide funds to assist in effectuating the Debtors' comprehensive restructuring; and (b) constitute a significant portion of Excess Cash to be distributed to the Holders of Senior Notes, with such cash consideration a key incentive in obtaining their support of the Restructuring Support Agreement and proposed terms of the comprehensive restructuring as outlined in Exhibit 1 attached thereto. The cash proceeds, augmented by the other cost savings realized by the Sale, will therefore be utilized to maximize creditor recoveries and will further enable the Debtors to reinvest in necessary infrastructure updates, remain competitive in their core markets, and consummate the transactions contemplated in the Restructuring Support Agreement.

28. The Debtors believe the Sale constitutes the highest or otherwise best offer that could be obtained for the Pacific Northwest Assets. The Sale will inure to the benefit of all parties-in-interest by providing cash to the Debtors' estates, reducing operating expenses, and permitting reinvestment that will augment the value of the Debtors' estates. Moreover, the Purchaser is not an insider, but rather an unaffiliated third party, and the parties have proceeded in good faith at all times during the Sale process. In light of the foregoing, the Debtors believe the Sale represents a sound exercise of their business judgment.

B. Adequate and Reasonable Notice of the Sale Will Be Provided.

29. The Debtors' prepetition negotiation process and the notice provided through this Motion constitute adequate and reasonable notice of the Sale. The Debtors' creditors and parties-in-interest were apprised of the Purchase Agreement and Sale process prior to the Petition Date by virtue of the public notice given during the negotiation and sale process, including online reports from Bloomberg, S&P Global, and *The Seattle Times* as well as the SEC disclosure issued by the Debtors upon entering into the Purchase Agreement.⁷ Additionally, the Debtors' creditors, including the Holders of Senior Notes, are supportive of the transaction. See Restructuring Support Agreement, § 5.01(b)(vii). In response to issues raised at the Debtors' April 16 hearing regarding the motion to shorten notice with respect to the *Debtors' Motion to Schedule an Expedited Hearing and Shorten the Notice Period with Respect to the Debtors' Motion to Sell the Pacific Northwest Assets Free and Clear of all Claims, Liens, Rights, Interests, and Encumbrances, and the Debtors' Assumption of Certain Executory Contracts and Leases* [Docket No. 20], the Debtors have reviewed their books and records and will provide notice of this amended Motion to over 1,000 additional parties with contractual agreements subject to the Purchase Agreement (the "Contract Counterparties").

C. The Sale and Purchase Price Reflect a Fair Value Transaction.

30. The Purchase Price represents a fair and reasonable value for the Pacific Northwest Assets. A court-approved auction process is not required to prove it so under the Bankruptcy Code, Bankruptcy Rules, or Local Rules. See, e.g., *In re The Great Atl. & Pac. Tea Co., Inc.*, 544 B.R. 43, 49–50 (Bankr. S.D.N.Y. 2016) (“[T]here is no rule that . . . asset sales are . . . conditioned on such a requirement [a formal auction], which does not appear in the Bankruptcy

⁷ Frontier Communications Corp., Entry Into a Definitive Material Agreement (Form 8-K) (May 25, 2019).

Code or Bankruptcy Rules. The Bankruptcy Court for the Southern District of New York’s *Guidelines for the Conduct of Asset Sales* . . . stat[e] that . . . the Court does not express a preference for public sales over private sales as a means to maximize the sale price.”) (internal citations and quotations omitted). As discussed in greater detail in the Mendelow Declaration, the Sale was subject to an extensive negotiation process over several months and resulted in a Purchase Price that is fair and reasonable. Mendelow Declaration ¶¶ 8, 10.

D. The Sale Has Been Proposed in Good Faith Without Collusion and the Purchaser Is a “Good Faith Purchaser”.

31. While the Bankruptcy Code does not define “good faith,” the Second Circuit has held that a purchaser’s good faith is shown by the integrity of its conduct during the course of the sale proceedings, with a lack of integrity suggesting a lack of good faith. *See, e.g., In re Gucci*, 126 F.3d 380, 390 (2d Cir. 1997) (a purchaser’s good faith is lost by “fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders”) (internal citations omitted).

32. Section 363(m) of the Bankruptcy Code provides that: “[t]he reversal or modification on appeal of an authorization . . . of a sale . . . does not affect the validity of a sale . . . to an entity that purchased . . . such property in good faith.” 11 U.S.C. § 363(m). Conversely, a lack of good faith may lead to a sale being avoided under section 363(n) of the Bankruptcy Code. *See* 11 U.S.C. § 363(n) (“The trustee may avoid a sale under this section if the sale price was controlled by an agreement among potential bidders at such sale, or may recover from a party to such agreement any amount by which the value of the property sold exceeds the price at which such sale was consummated.”).

33. The Purchaser is a “good faith purchaser” and negotiated the Purchase Agreement with the Debtors in good faith. *See* Mendelow Declaration ¶¶ 11, 13. The parties, both

experienced and sophisticated players in the telecommunications industry, entered into the Purchase Agreement in good faith after extensive, arm's-length negotiations, during which both parties were represented by competent counsel and had similar bargaining positions. Additionally, there is no indication of any "fraud, [or] collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders" or similar conduct that would cause or permit the Sale or Purchase Agreement to be avoided under section 363(n) of the Bankruptcy Code. Accordingly, the Purchaser should be entitled to the full protections of section 363(m) of the Bankruptcy Code.

E. The Sale of the Pacific Northwest Assets Should Be Approved "Free and Clear" Under Section 363(f) of the Bankruptcy Code.

34. Section 363(f) of the Bankruptcy Code permits a debtor to sell property free and clear of another party's interest in the property if: (a) applicable nonbankruptcy law permits such a free and clear sale; (b) the holder of the interest consents; (c) the interest is a lien and the sale price of the property exceeds the value of all liens on the property; (d) the interest is in bona fide dispute; or (e) the holder of the interest could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. *See* 11 U.S.C. § 363(f). Here, the parties to the Restructuring Support Agreement explicitly consented to approval of the Sale free and clear of their respective security interests in Frontier Communications Northwest, Inc., the only Transferred Subsidiary that is an obligor on Frontier's secured debt, and they entered into restructuring negotiations with the Debtors prior to the Petition Date with the knowledge that the Debtors planned to consummate the transaction after the chapter 11 filing. As such, the Court may authorize the Sale free and clear of such parties' interest in the subject property pursuant to section 363(f)(2) of the Bankruptcy Code. *See, e.g., In re GSC, Inc.*, 453 B.R. 132, 183 (Bankr.

S.D.N.Y. 2011) (“Consent under section 363(f)(2) is also established where an agent for a group of lenders properly consents on behalf of all lenders.”).

III. Assumption of the Contracts and Leases Should Be Approved.

A. The Assumption of the Contracts and Leases Reflects Sound Business Judgment.

35. Assumption of the Assumed Contracts and Leases by the Transferred Subsidiaries in connection with the Sale reflects the Debtors’ sound business judgment. *See Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1099 (2d Cir. 1993) (holding that the purpose behind allowing assumption under section 365(a) of the Bankruptcy Code is to permit the debtor, subject to the approval of the court, to use valuable property of the estate). In the Second Circuit, a motion to assume an executory contract is considered a summary proceeding, whereby courts efficiently review a “debtor’s decision to adhere to a particular contract in the course of the swift administration of the bankruptcy estate.” *Id.* In conducting such review, a bankruptcy court should “examine a contract and the surrounding circumstances and apply its best ‘business judgment’ to determine if it would be beneficial or burdensome to the estate to assume it.” *Id.* (stating that the court “sits as an overseer of the wisdom with which the bankruptcy estate’s property is being managed”). In other words, the Court must place itself in the position of the Debtors and determine “whether assuming the contract would be a good business decision or a bad one.” *In re Penn Traffic Co.*, 524 F.3d 373, 383 (2d Cir. 2008). If a debtor’s business judgment has been exercised reasonably, the court should approve the assumption of an executory contact. *See In re Great Atl. & Pac. Tea Co., Inc.*, 472 B.R. 666, 674 (S.D.N.Y. 2012) (“[A]s long as assumption . . . appears to enhance a debtor’s estate, Court approval . . . to assume the lease should only be withheld if the debtor’s judgment is clearly erroneous, too speculative, or contrary to the provisions of the Bankruptcy Code.”).

36. Here, the Transferred Subsidiaries assuming the Assumed Contracts and Leases in connection with the Sale reflects the Debtors' sound business judgment. The Assumed Contracts and Leases—which include, among other things, certain customer and supplier contracts and relationships, domestic and international wireless radio licenses, regulatory licenses and certifications, and intellectual property agreements—are integral to the operations of the Transferred Subsidiaries. The Debtors' and Transferred Subsidiaries' agreement to assume the Assumed Contracts and Leases was necessary to induce the Purchaser to agree to the transaction and the Purchase Price of \$1.352 billion for the Pacific Northwest Assets. The assumption is expressly contemplated by the Purchase Agreement in connection with the Sale, which is beneficial to the Debtors and their estates. *See, e.g.*, Purchase Agreement, § 5.23. Accordingly, the assumption of the Assumed Contracts and Leases by the Transferred Subsidiaries should be approved as an exercise of the Debtors' sound business judgment.

B. Defaults Under the Assumed Contracts and Leases Will Be Cured Through the Sale.

37. To assume a contract pursuant to section 365(b) of the Bankruptcy Code, a debtor must cure, or provide adequate assurance of prompt cure of, any prepetition defaults under the executory contract, compensate parties for pecuniary losses arising therefrom, and provide adequate assurance of future performance thereunder. *See* 11 U.S.C. § 365(b). These requirements “attempt[] to strike a balance between two sometimes competing interests, the right of the contracting nondebtor to get the performance it bargained for and the right of the debtor's creditors to get the benefit of the debtor's bargain.” *Matter of Luce Indus., Inc.*, 8 B.R. 100, 107 (Bankr. S.D.N.Y. 1980).

38. Here, the statutory requirements of section 365(b)(1)(A) of the Bankruptcy Code will promptly be satisfied because the Debtors will cure all defaults associated with, or required to

properly assume, the Assumed Contracts and Leases. The Debtors believe that if any defaults exist that must be cured, such cure will be achieved fairly, efficiently, properly, and consistently with the Bankruptcy Code. In conjunction with or following the Closing, the Debtors will pay all identified and outstanding pre-Closing obligations under the Assumed Contracts and Leases, and will perform all of their undisputed prepetition obligations associated with the assumption of any Assumed Contract or Lease. Therefore, the proposed cure amount for each of the Assumed Contracts and Leases is \$0.00. However, the Debtors anticipate that certain disputes under the Assumed Contracts and Leases relating to pre-Closing obligations will be identified post-Closing; any such liabilities will be satisfied from the Sale proceeds. Further, in the event of a dispute between the Debtors and the counterparty to any Assumed Contract and Lease with respect to cure costs,⁸ (a) the Debtors propose that they will promptly pay the appropriate amount, following the earlier of: (i) the date on which the Debtors reach agreement on the amount of the cure costs with the applicable counterparty; or (ii) the date specified in a final and non-appealable order entered by the Court determining such amount; and (b) the applicable counterparty shall retain rights to assert a claim against the Debtors, subject to applicable law. Any liability on account of such disputes will be satisfied from the proceeds of the Sale. Further, for the avoidance of doubt, the Debtors do not propose that any cure costs be due from the Purchaser or its property, including the Transferred Subsidiaries.

39. Similarly, the requirement of section 365(b)(1)(C) of the Bankruptcy Code—adequate assurance of future performance—is also satisfied here. “The phrase ‘adequate assurance of future performance’ adopted from section 2-609(1) of the Uniform Commercial Code, is to be

⁸ A schedule of the identified counterparties to the Assumed Contracts and Leases is attached hereto as **Exhibit B**. The Debtors request that the Court schedule any such dispute, with the counterparties listed in **Exhibit B** or otherwise, over the appropriate cure amount with respect to any Assumed Contract or Lease at some later date.

given a practical, pragmatic construction based upon the facts and circumstances of each case.” *Matter of U.L. Radio Corp.*, 19 B.R. 537, 542 (Bankr. S.D.N.Y. 1982). Although no single solution will satisfy every case, the required assurance will fall short of an absolute guarantee of performance. *Matter of Luce Indus., Inc.*, 8 B.R. at 107; *see also In re Great Atl. & Pac. Tea Co.*, 472 B.R. at 675 (“a debtor need not provide “an absolute guarantee of performance”). Adequate assurance may be given by demonstrating the assignee’s financial health and experience in managing the type of enterprise or property assigned. *See, e.g., In re Bygaph, Inc.*, 56 B.R. 596, 605–06 (Bankr. S.D.N.Y. 1986) (adequate assurance of future performance present where a prospective assignee has financial resources to perform and has expressed a willingness to devote sufficient funding to its business to do so).

40. Here, the Transferred Subsidiaries assuming the Assumed Contracts and Leases will be transferred to and operated by the Purchaser. The Purchaser’s owners, management, and investors are experienced in, and have institutional knowledge of, the telecommunications industry. As noted previously, the Purchasers will benefit from the experience of Steve Weed and the Purchaser’s management team, who have extensive knowledge of the industry gained through experience operating and growing a telecommunications company in the Pacific Northwest region. Further, as set forth in the Mendelow Declaration, the Debtors have evaluated the Purchaser’s financial wherewithal as part of its negotiations to enter into the Purchase Agreement, including thorough review of the Purchaser’s financial credibility and willingness and ability to perform under the Assumed Contracts and Leases, and believe the Purchaser is financially capable of causing the Transferred Subsidiaries to satisfy their respective obligations under the Assumed Contracts and Leases. Notably, the Purchaser has made financial commitments in Washington and Oregon to invest approximately \$100 million in expanding and improving the network

infrastructure in those states. Moreover, the Sale has been approved by regulators, including the Federal Communications Commission and several state public utility commissions, who considered the Purchaser's financial, managerial, and technical capability to operate the Transferred Subsidiaries and the extensive experience of the Purchaser in building and operating advanced fiber-based communications assets in the Pacific Northwest. As such, the Purchaser is equipped to step into the Debtors' position as operator of the Transferred Subsidiaries.

IV. The Court Should Approve Dismissal of the Transferred Subsidiaries Cases.

A. Dismissal of the Transferred Subsidiaries Cases is Warranted Under Section 1112(b) of the Bankruptcy Code.

41. Pursuant to section 1112(b) of the Bankruptcy Code, a court shall “convert a case under this chapter to a case under chapter 7 or dismiss a case under this chapter, *whichever is in the best interests of creditors and the estates*, for cause unless the court determines that the appointment under section 1104(a) of a trustee or an examiner is in the best interests of creditors and the estate.” 11 U.S.C. § 1112(b) (emphasis added). A determination of “cause” under section 1112(b) is made by courts on a case-by-case basis. *See In re Albany Partners, Ltd.*, 749 F.2d 670, 674 (11th Cir. 1984). The legislative history of section 1112(b) of the Bankruptcy Code and relevant case authority indicate that a court has wide discretion to use its equitable powers in dismissing a debtor's case. *See* H.R. Rep. No. 595, 95th Cong., 1st Sess. 405 (1977) (stating that the court has “wide discretion” to dismiss the case if in the best interests of creditors); S. Rep. No. 989, 95th Cong., 2d Sess. 117 (1978), *reprinted in* 1978 U.S.C.C.A.N. 5787, 5903 (same); *see also In re Woodbrook Assocs.*, 19 F.3d 312, 316 (7th Cir. 1994) (“A bankruptcy court has broad discretion under 11 U.S.C. § 1112(b) to dismiss a chapter 11 case for cause.”); *In re Sullivan Cent. Plaza I, Ltd.*, 935 F.2d 723, 728 (5th Cir. 1991) (stating that a determination of whether cause exists under section 1112(b) of the Bankruptcy Code “rests in the sound discretion”

of the bankruptcy court). In addition, “[w]hen a bankruptcy judge is asked to dismiss or convert a case under section 1112(b), he or she should consider which option best protects the interests of all the creditors.” *In re Brauer*, 80 B.R. 903, 911 (N.D. Ill. 1987) (internal citation omitted). The Court is “not required to articulate expressly why dismissal [is] preferable to conversion.” *Id.* at 912.

42. Section 1112(b) of the Bankruptcy Code provides a nonexclusive list of sixteen grounds for dismissal of a chapter 11 case. 11 U.S.C. §§ 1112(b)(4)(A)–(P). *See also In re Frieouf*, 938 F.2d 1099, 1102 (10th Cir. 1991) (stating that the list in section 1112(b) of the Bankruptcy Code is non-exhaustive). Among other grounds, section 1112(b)(4)(M) of the Bankruptcy Code provides that dismissal is appropriate where a party in interest shows that there is an inability to effectuate a chapter 11 plan. The inability to effectuate a plan arises when, among other things, the “core” for a workable chapter 11 plan “does not exist.” *In re Preferred Door Co.*, 990 F.2d 547, 549 (10th Cir. 1993); *In re Original IFPC Shareholders, Inc.*, 317 B.R. 738, 743–49 (Bankr. N.D. Ill. 2004) (noting that issues to be evaluated when determining a debtor’s inability to effectuate a plan include the existence of a viable business enterprise).

43. Once a court determines that cause exists to dismiss a chapter 11 case, the court must also evaluate whether dismissal is in the best interests of the estate and its creditors. *See In re Superior Siding & Window, Inc.*, 14 F.3d 240, 243 (4th Cir. 1994); *In re Mazzocone*, 183 B.R. 402, 411 (Bankr. E.D. Pa. 1995) *aff’d*, 200 B.R. 568 (E.D. Pa. 1996); *In re Warner*, 83 B.R. 807, 809 (Bankr. M.D. Fla. 1988). A dismissal of a chapter 11 case meets the best interests of creditors test where a debtor has nothing left to reorganize and the debtor’s assets are fixed and liquidated. *See IFPC Shareholders*, 317 B.R. at 753–54 (dismissing case where conversion to chapter 7 “would not serve any substantial purpose”); *In re Brogdon Inv. Co.*, 22 B.R. 546, 549 (Bankr. N.D. Ga.

1982) (dismissing chapter 11 case in part where there was “simply nothing to reorganize” and no reason to continue the reorganization).

44. The Transferred Subsidiaries Cases, immediately prior to closing of the Sale, meet the standard for dismissal pursuant to section 1112(b) of the Bankruptcy Code. First, due to the closing, the Transferred Subsidiaries Cases will no longer have any entities, assets, or liabilities therein, as those will imminently be transferred to the Purchaser. Accordingly, from a practical perspective, there would be no assets to distribute and no liabilities to address under a chapter 11 plan. Additionally, no parties-in-interest will be prejudiced by the dismissal of the Transferred Subsidiaries Cases. The claims against the Transferred Subsidiaries will be transferred to the Purchaser by virtue of the equity interests being transferred, and any cure costs will remain the responsibility of the Debtors, to be satisfied from the proceeds of the Sale in accordance with the cure process in paragraph 38 herein. Further, continuing the Transferred Subsidiaries Cases will only be an administrative burden and expense, and therefore dismissal of such cases is in the best interests of the Debtors, their creditors, and other parties-in-interest. For the same reasons, dismissal, as opposed to conversion, is appropriate for the Transferred Subsidiaries Cases. In sum, the Debtors believe they have met their burden of proof to show that cause exists to dismiss the Transferred Subsidiaries Cases under section 1112(b) of the Bankruptcy Code.

B. The Order Dismissing the Transferred Subsidiaries Cases Should Preserve the Finality of Applicable Orders Entered In These Chapter 11 Cases.

45. Although these chapter 11 cases are recent, the Debtors wish to preserve their rights with respect to the orders that have been or may be entered in the Transferred Subsidiaries Cases, including the order approving this Motion. Unless the Court orders otherwise, the default provisions of section 349(b) of the Bankruptcy Code could unravel such orders. To preserve the finality of Transferred Subsidiaries’ chapter 11 processes, the dismissal of the Transferred

Subsidiaries Cases should not affect the finality and/or *res judicata* effect of any settlements, stipulations, or any orders entered by the Court during the Transferred Subsidiaries Cases prior to the dismissal thereof. Furthermore, any motions, notices, objections, responses, adversary proceedings, contested matters, or other pleadings or filings that are or may be made during the course of the Transferred Subsidiaries Cases that have not been decided prior to the dismissal of the Transferred Subsidiaries Cases should be denied, dismissed, and/or overruled with prejudice.

46. The Debtors and Transferred Subsidiaries submit that sufficient cause exists for the Court to use its authority pursuant to section 349(b) of the Bankruptcy Code to order that: (a) all orders entered during the Transferred Subsidiaries Cases shall remain binding and in full force and effect for purposes of *res judicata* and otherwise; (b) all settlements approved by the Court and stipulations filed with the Court shall remain binding and in full force and effect; (c) all judgments, findings of fact, and conclusions of law made by the Court in the Transferred Subsidiaries Cases shall remain in full force and effect; (d) the assets of the Transferred Subsidiaries or their estates shall be reinstated or revested in the Transferred Subsidiaries upon dismissal; and (e) the effect of section 349 of the Bankruptcy Code shall otherwise be modified to implement the dismissal of the Transferred Subsidiaries Cases. By modifying the default provisions of section 349 of the Bankruptcy Code, the Court will leave uninterrupted the Debtors' remaining chapter 11 cases.

Waiver of Bankruptcy Rules 6004(a) and 6004(h)

47. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the fourteen-day stay period under Bankruptcy Rule 6004(h).

Motion Practice

48. This Motion includes citations to the applicable rules and statutory authorities upon

which the relief requested herein is predicated and a discussion of its application to this Motion. Accordingly, the Debtors submit that this Motion satisfies Local Rule 9013-1(a).

Notice

49. The Debtors will provide notice of this Motion to the following parties and/or their respective counsel, as applicable: (a) United States Trustee for the Southern District of New York; (b) the holders of the fifty largest unsecured claims against the Debtors (on a consolidated basis); (c) the agent under the proposed postpetition debtor in possession financing facility; (d) the administrative agents and indenture trustees under the Debtors' prepetition credit agreement and note indentures; (e) Akin Gump Strauss Hauer & Feld LLP and Milbank LLP, counsel to the Noteholder Groups; (f) the Pension Benefit Guaranty Corporation; (g) the United States Attorney's Office for the Southern District of New York; (h) the Internal Revenue Service; (i) the United States Securities and Exchange Commission; (j) the attorneys general in the states where the Debtors conduct their business operations; (k) the Federal Communications Commission; (l) Paul, Weiss, Rifkind, Wharton & Garrison LLP, counsel to Purchaser; (m) the Contract Counterparties; and (n) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

50. No prior request for the relief sought in this Motion has been made to this or any other court.

WHEREFORE, the Debtors respectfully request entry of the Order, substantially in the form attached hereto as **Exhibit A**, (a) granting the relief requested herein and (b) granting such other relief as is just and proper.

Dated: April 22, 2020
New York, New York

/s/ Stephen E. Hessler

Stephen E. Hessler, P.C.

Mark McKane, P.C. (admitted *pro hac vice*)

Patrick Venter

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

- and -

Chad J. Husnick, P.C.

Benjamin M. Rhode (*pro hac vice* pending)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

300 North LaSalle Street

Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

Proposed Counsel to the Debtors and Debtors in Possession

Exhibit A

Proposed Sale Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
)	
FRONTIER COMMUNICATIONS	)	Case No. 20-22476 (RDD)
CORPORATION, <i>et al.</i> , ¹)	
)	
Debtors.	)	(Jointly Administered)

**ORDER (I) AUTHORIZING AND
APPROVING (A) THE ASSUMPTION
OF THE PURCHASE AGREEMENT, (B) THE SALE OF THE
DEBTORS' PACIFIC NORTHWEST ASSETS FREE AND CLEAR OF
ALL CLAIMS, LIENS, RIGHTS, INTERESTS, AND ENCUMBRANCES,
AND (C) THE DEBTORS' ASSUMPTION OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES, (II) DISMISSING THE TRANSFERRED
SUBSIDIARIES' CHAPTER 11 CASES, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the "Motion") of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order")²: (a) authorizing and approving (i) the Debtors' assumption of that certain Purchase Agreement, dated as of May 28, 2019, by and among Frontier, Frontier Communications ILEC Holdings LLC, and Northwest Fiber, LLC (the "Purchaser"), attached as Exhibit 1 to Exhibit A of the Sale Motion (the "Purchase Agreement"), (ii) the sale of the Debtors' equity interests in those certain direct and indirect

¹ The last four digits of Debtor Frontier Communications Corporation's tax identification number are 9596. Due to the large number of debtor entities in these chapter 11 cases, for which the Court has ordered joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.primeclerk.com/ftc>. The location of the Debtors' service address for purposes of these chapter 11 cases is: 50 Main Street, Suite 1000, White Plains, New York 10606.

² Capitalized terms used in this Order and not immediately defined have the meanings given to such terms in the Motion or the Purchase Agreement, as applicable.

subsidiaries of Frontier (collectively, the “Transferred Subsidiaries”)³ that conduct Frontier’s business in Washington, Oregon, Idaho, and Montana (such equity interests, the “Transferred Equity Interests”) free and clear of all liens, claims, interests, and encumbrances pursuant to the Purchase Agreement (collectively, and including all actions taken or required to be taken in connection with the implementation, performance, and consummation of the Purchase Agreement, the “Sale”, and the Transferred Equity Interests, together with all associated assets contemplated by the Purchase Agreement to be transferred to the Purchaser by virtue of the transfer of the Transferred Equity Interests, the “Pacific Northwest Assets”), (iii) the assumption by the Debtors of certain executory contracts and unexpired leases, as contemplated by the Purchase Agreement (collectively, the “Assumed Contracts and Leases”), (b) approving the dismissal of the Transferred Subsidiaries Cases, effective immediately prior to the Closing, and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012, as a core proceeding pursuant to 28 U.S.C. § 157(b) that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors’ notice of the Motion’s request for relief and opportunity for a hearing thereon were appropriate under the circumstances and no other notice thereof need be provided; and upon the record of the hearing held by the Court on April 24, 2020

³ The Transferred Subsidiaries and their respective chapter 11 case are as follows: (a) Citizens Telecommunications Company of Idaho, No. 20-22510 (RDD); (b) Citizens Telecommunications Company of Montana, No. 20-22523 (RDD); (c) Citizens Telecommunications Company of Oregon, No. 20-22547 (RDD); and (d) Frontier Communications Northwest Inc., No. 20-22500 (RDD) (collectively, the “Transferred Subsidiaries Cases”).

and all of the proceedings herein; and, after due deliberation, this Court having determined that the legal and factual bases set forth in the Motion and at the hearing establish good and sufficient cause for the relief granted herein, provides a material net benefit to the Debtors' estates and creditors after taking into account the Bankruptcy Code's priority scheme, and for the other reasons stated by the Court in its bench ruling at the hearing; now, therefore, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The Debtors are authorized to assume, and perform under, the Purchase Agreement and other Transaction Documents (as defined in the Purchase Agreement), including, without limitation, all exhibits and schedules attached to the Purchase Agreement, including, without limitation, the Transition Services Agreement. Except as otherwise provided herein, the Assumed Contracts and Leases are deemed assumed by the applicable Transferred Subsidiary in accordance with, and subject to the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code.
3. The Purchase Agreement, all of the terms and conditions thereof, all of the transactions contemplated therein, and all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement and the other Transaction Documents, are approved in all respects. The failure specifically to include any particular provision of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement be authorized and approved in its entirety.

4. The Purchase Agreement, and the consummation of the Sale contemplated thereby, is in the best interest of the Debtors, their respective creditors, estates, and other parties-in-interest. The Debtors have demonstrated good, sufficient, and sound business reasons and justifications for entering into the Sale and the performance of their obligations under the Purchase Agreement.

5. The Debtors, consistent with the terms of the Restructuring Support Agreement, are authorized to: (a) continue taking any and all actions necessary or appropriate to perform, consummate, implement and close the Sale in accordance with the terms and conditions set forth in the Purchase Agreement and this Order; (b) to the extent applicable, assume the Assumed Contracts and Leases through one or more the Transferred Subsidiaries as contemplated by the Purchase Agreement; and (c) take all further actions and execute and deliver the Purchase Agreement and any and all additional instruments and documents that may be (i) reasonably requested by the Purchaser for the purpose of assigning, transferring, granting, conveying, and conferring to the Purchaser the Pacific Northwest Assets, (ii) necessary, appropriate, or desirable to the performance of the obligations contemplated by the Purchase Agreement, or (iii) as may be reasonably requested by the Purchaser to implement the Purchase Agreement and consummate the Sale in accordance with the terms thereof, all without further order of the Court. Each party to the Purchase Agreement and any other Transaction Documents are hereby authorized to perform each of their covenants and undertakings as provided in the Purchase Agreement and the other Transaction Documents without further order of the Court. The Purchaser and the Debtors shall have no obligation to close the Sale except as is contemplated and provided for in this Order or the Purchase Agreement.

6. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with, or which would be inconsistent with, the ability of the Debtors

to transfer the Pacific Northwest Assets to the Purchaser in accordance with the Purchase Agreement and this Order; *provided, however*, that the Debtors shall not be responsible for any defense or other costs associated with the enforcement of the foregoing, except as expressly set forth in the Purchase Agreement.

7. Nothing in any order of the Court or contained in any plan of reorganization or liquidation confirmed in the chapter 11 case, or in any subsequent or converted case of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code, shall conflict with or derogate from the provisions of the Purchase Agreement or the terms of this Order.

Sale and Transfer Free and Clear of Liens, Claims, Interests, and Encumbrances

8. At Closing, in accordance with the Purchase Agreement, all of the Debtors' right, title and interest in and to, and possession of, the Pacific Northwest Assets shall be immediately vested in the Purchaser pursuant to sections 105(a), 363(b), 363(f), and 365 of the Bankruptcy Code, including in connection with, among other things, the Assumed Contracts and Leases. Such transfer shall constitute a legal, valid, binding, and effective transfer of the Pacific Northwest Assets. All persons or entities, presently or on or after the Closing, in possession of some or all of the Pacific Northwest Assets, are directed to surrender possession of the Pacific Northwest Assets to the Purchaser or its applicable designees at the Closing or at such time thereafter as the Purchaser may request; *provided that* the stock certificate for Citizens Telecommunications Company of Idaho shall be delivered to the Purchaser as soon as reasonably practicable after Closing.

9. This Order: (a) shall be effective as a determination that, as of the Closing, (i) no claims other than Assumed Liabilities will be assertable or enforceable against the Purchaser or any of its assets as a result of the Sale, (ii) the Pacific Northwest Assets shall have been transferred to the Purchaser free and clear of all liens, claims, interests, and encumbrances pursuant to

section 363(f) of the Bankruptcy Code, and (iii) the conveyances described herein shall have been effected; and (b) is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks, or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement. For the avoidance of doubt, all liens, claims, interests, and encumbrances on the Pacific Northwest Assets shall attach to the proceeds of the Sale ultimately attributable to the property against which such liens, claims, interests, and encumbrances applied or other specifically dedicated funds, in the same order of priority and with the same validity, force, and effect that such liens, claims, interests, and encumbrances applied prior to the Sale, subject to any rights, claims, and defenses of the Debtors or their estates, as applicable, or as otherwise provided herein.

10. Except as otherwise provided in the Purchase Agreement, all persons and entities (and their respective successors and assigns), including, but not limited to, all debt security holders, equity holders, affiliates, governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants, and other creditors holding claims arising under or out of, in connection with, or in any way relating to, the Debtors, the Pacific Northwest Assets, the Sale, or the ownership or operation of the Pacific Northwest Assets prior to Closing,

are hereby forever barred, estopped, and permanently enjoined from asserting such claims against the Purchaser, its property, or the Pacific Northwest Assets, including, but not limited to, under theories of successor liability or otherwise. Following the Closing, no holder of any claim shall interfere with Purchaser's title to or use and enjoyment of the Pacific Northwest Assets based on or related to any such claim, or based on any action the Debtor may take in these chapter 11 cases.

11. If any person or entity that has filed any financing statement, mortgage, mechanic's claim, lis pendens, or any other document or agreement evidencing any claim against the Debtors or the Pacific Northwest Assets shall not have delivered to the Debtors prior to the closing of the Sale, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, and/or releases of all claims that the person or entity has with respect to the Debtors or the Pacific Northwest Assets, as applicable, then, only with regard to the Pacific Northwest Assets that are purchased by the Purchaser pursuant to the Purchase Agreement and this Order: (a) the Debtors are hereby authorized to execute and file any such statements, instruments, releases, and/or other documents on behalf of the applicable person or entity with respect to the Pacific Northwest Assets; (b) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all liens, claims, interests, and encumbrances against the Pacific Northwest Assets; and (c) upon consummation of the Sale, the Purchaser may seek in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction, and releases of any claims and liens that are extinguished or otherwise released pursuant to this Order under section 363 of the Bankruptcy Code, and any other provisions of the Bankruptcy Code, with respect to the Pacific Northwest Assets. Notwithstanding the foregoing, the provisions of this Order authorizing the Sale and the

assignment of the Pacific Northwest Assets free and clear of claims and liens shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file any releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, or implement the provisions of this Order.

12. The administrative agents, collateral agents, and trustees under the Debtors' prepetition credit agreement and note indentures, as applicable, are hereby directed and ordered to deliver all termination statements, instruments of satisfaction, releases, and other documentation reasonably requested by the Debtors to reflect the release of the liens and guarantees on the Pacific Northwest Assets upon the Closing.

13. The Sale constitutes a transfer of the Northwest Pacific Assets for reasonably equivalent value and fair consideration under the Bankruptcy Code, the laws of the states in which the Transferred Subsidiaries, Frontier, Intermediate Holdco, and Purchaser are incorporated or organized, and any other applicable non-bankruptcy laws.

Good Faith of Purchaser

14. The Sale contemplated by the Purchase Agreement is undertaken by the Purchaser without collusion, in good faith and from an arms'-length position, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, any reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale (including the assumption of the Assumed Contracts and Leases), unless such authorization and the consummation of the Sale are duly and properly stayed pending any such appeal.

15. Neither the Debtors nor the Purchaser have engaged in any action or inaction that would cause or permit the Sale to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code. The consideration to be provided by the Purchaser in

exchange for the Pacific Northwest Assets under the Purchase Agreement is fair and reasonable and the Sale may not be avoided under section 363(n) of the Bankruptcy Code.

Assumption of Assumed Contracts and Leases

16. The Transferred Subsidiaries are authorized to assume the Assumed Contracts and Leases pursuant to sections 105(a) and 365 of the Bankruptcy Code. Assumption of the Assumed Contracts and Leases shall be effective upon entry of this Order and the cure amount for each Assumed Contract and Lease shall be \$0.00; *provided*, that in the event of a dispute between the Debtors and the counterparty to any Assumed Contract and Lease with respect to cure costs,⁴ (a) the Debtors will promptly pay the appropriate amount following the earlier of: (i) the date on which the Debtors reach agreement on the amount of the cure costs with the applicable counterparty; or (ii) the date specified in a final and non-appealable order entered by the Court determining such amount; and (b) the applicable counterparty shall retain rights to assert a claim against the Debtors, subject to applicable law; *provided*, that subsequent to Closing, any claims and/or recovery under sub-section (a) or (b) of this paragraph 16 shall be limited to those Debtors that are not Transferred Subsidiaries. Nothing herein shall constitute a waiver of any of the Debtors' rights with respect to the assumption of the Assumed Contracts and Leases. For the avoidance of doubt, no claims for cure costs shall be asserted against the Purchaser and its property, including the Transferred Subsidiaries.

17. Except as otherwise provided herein, the non-Debtor parties to such Assumed Contracts and Leases are hereby enjoined from taking any action against the Debtors,

⁴ Any such dispute over the appropriate cure amount with respect to any Assumed Contract or Lease will be scheduled by the Court at some later date.

the Debtors' estates, or the Purchaser or its property, including the Pacific Northwest Assets, with respect to any claim for cure under any of the Assumed Contracts and Leases.

18. Pursuant to section 365(f) of the Bankruptcy Code, the Assumed Contracts and Leases to be assumed pursuant to the Purchase Agreement shall remain in full force and effect. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption of the Assumed Contracts and Leases have been satisfied. Each non-Debtor counterparty to the Assumed Contracts and Leases shall be forever barred, estopped, and permanently enjoined from: (a) asserting against the Debtors or the Purchaser (or its applicable affiliates) or any of their respective properties any assignment fee, acceleration, default, breach, or claim for pecuniary loss, or condition to assignment existing, arising, or accruing as of the Closing or arising by reason of the Closing, including any breach related to or arising out of the filing of these chapter 11 cases, any change-in-control provisions in any such Assumed Contract or Lease, or any purported written or oral modification to any such Assumed Contract or Lease; or (b) asserting against the Debtors or the Purchaser (or any of its affiliates) (or any of their respective assets, including the Pacific Northwest Assets) any claim, counterclaim, defense, breach, condition, or setoff asserted or assertable against the Debtors existing as of the Closing or arising by reason of the Closing except for the Assumed Liabilities.

19. Except as otherwise provided herein, upon the Closing, the Debtors shall be released, pursuant to section 365(k) of the Bankruptcy Code, from any liability under the Assumed Contracts and Leases. There shall be no rent or other payment accelerations, assignment fees, increases, or any similar fees, costs, or expenses charged to the Purchaser or the Debtors as a result of the filing of the chapter 11 cases or assumption of the Assumed Contracts and Leases. Any provision in any Assumed Contract or Lease that purports to declare a breach, default, or

termination as a result of a change of control of the Pacific Northwest Assets is hereby deemed unenforceable in connection with the Sale under section 365(f) of the Bankruptcy Code. The failure of the Debtors or the Purchaser to enforce at any time one or more terms or conditions of any of the Assumed Contracts and Leases shall not be a waiver of such terms or conditions or of the right of the Debtors or the Purchaser, as the case may be, to enforce every term and condition of any such Assumed Contract or Lease. The validity of the assumption of any Assumed Contract or Lease by the Debtors shall not be affected by any existing dispute between the Debtors and any counterparty to such Assumed Contract or Lease. Any party that may have had the right to consent to the assignment of any Assumed Contract or Lease is deemed to have consented for the purposes of sections 365(c)(1)(B) and 365(e)(2)(A)(ii) of the Bankruptcy Code.

20. All defaults and obligations, if any, of the Transferred Subsidiaries under the Assumed Contracts and Leases arising or accruing after the objection deadline and prior to the closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be cured at the Closing, or as soon thereafter as reasonably practicable.

21. For the avoidance of doubt, upon the Closing, the assumption of the Assumed Contracts and Leases pursuant to this Order and the Purchase Agreement shall result in the full release and satisfaction of any claims, whether monetary or nonmonetary arising under any Assumed Contracts and Leases at any time prior to the effective date of such assumption, in each case as provided in section 365 of the Bankruptcy Code. Any proofs of claim filed or to be filed with respect to any Assumed Contract or Lease that has been assumed pursuant to this Order and the Purchase Agreement, including without limitation any proofs of claim seeking payment of administrative expenses, shall be deemed disallowed and expunged without further notice to or

action, order or approval of this Court.

22. Notwithstanding anything to the contrary in the Motion, the Purchase Agreement, or this Order, for the avoidance of doubt: (a) the leased or owned real properties of the Transferred Subsidiaries that are presently leased or subleased to EIP Communications I, LLC (together with its permitted successors, transferees, and assigns, “EIP,” and such properties, the “Transferred Subsidiaries Properties”) shall remain subject to (i) the Omnibus Master Lease/Sublease Agreement, dated as of January 14, 2019, between Frontier and the parties that are signatories thereto (the “Debtor Parties”) and EIP, (ii) the Master Lease/Sublease Agreement, dated as of January 14, 2019, between the Debtor Parties and EIP (the “Master Lease”), (iii) the Master License Agreement, dated as of January 14, 2019, between the Debtors Parties and EIP (the “Master License”), (iv) the various Lease Schedules (as defined in the Master Lease), (v) the various License Schedules (as defined in the Master License) (the documents listed in (i) through (v) collectively being referred to herein as the “Existing Leases”), and (vi) EIP’s lease or sublease interest, including, without limitation, all rights of access, utility or telecommunications rights, parking rights, antenna users agreements, to the extent granted to EIP pursuant to the Existing Leases and shall remain subject to all rights and interests granted to or held by any entity that owns or operates a communications or cell phone tower on any Transferred Subsidiaries Properties (such entities, the “Non-Owned Tower Operators”); (b) EIP and each Non-Owned Tower Operator shall retain its respective rights, including, without limitation, its right to possession and use of the Transferred Subsidiaries Properties in accordance with the terms of the Existing Leases; (c) EIP and each Non-Owned Tower Operator shall not be required to surrender possession of the Transferred Subsidiaries Properties to the Purchaser or the Transferred Subsidiaries other than in accordance with the Existing Leases or such other agreement as may be negotiated between EIP

and the Transferred Subsidiaries; (d) the Transferred Subsidiaries shall retain their rights and obligations under the Existing Leases, including the license rights granted under the Existing Leases; (e) the Transferred Subsidiaries shall continue to perform their obligations under the Existing Leases in accordance with section 365 of the Bankruptcy Code, including, without limitation, paying for utilities and taxes with respect to the Transferred Subsidiaries Properties; (f) the claims, interests, and rights of EIP in the Transferred Subsidiaries Properties or against the Transferred Subsidiaries shall not be extinguished or terminated by this Order; (g) the automatic termination language in this Order shall not be applicable to the Existing Leases, any memorandum of lease, or the Transferred Subsidiaries Properties, other than in accordance with the Existing Leases or such other agreement as may be negotiated between EIP and the Transferred Subsidiaries; and (h) EIP's rights pursuant to section 365(h) of the Bankruptcy Code shall survive entry of, and remain unaltered by, this Order.

23. The assumption of each of the Assumed Contracts and Leases is made in good faith under sections 363(b) and (m) of the Bankruptcy Code and is entitled to the protections thereof.

Other Sale Provisions

24. To the maximum extent permitted by applicable law, and in accordance with the Purchase Agreement, the Purchaser and/or one or more of its affiliates shall be authorized, as of the Closing, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Pacific Northwest Assets (collectively, the "Licenses"). To the extent the Purchaser and/or one or more of its affiliates cannot operate under any Licenses, such Licenses shall continue to be in effect while the Purchaser, with assistance from the Debtors, works promptly and diligently to apply for and secure all necessary government approvals for new issuance of Licenses to the Purchaser. The Debtors shall maintain the Licenses in good standing

to the fullest extent allowed by applicable law for the Purchaser's benefit until equivalent new Licenses are issued to the Purchaser.

25. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any License relating to the operation of the Pacific Northwest Assets sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale contemplated by the Purchase Agreement.

26. Neither the Debtors or the Purchaser, or any of their affiliates, successors, assigns, equity holders, employees, or professionals shall have or incur any liability to, or be subject to any action by any of the Debtors or the Purchaser, respectively, or their estates, predecessors, successors, or assigns, arising out of the negotiation, investigation, preparation, execution, and delivery of the Purchase Agreement and the entry into and consummation of the Sale, except as expressly provided in the Purchase Agreement, the other Transaction Documents, or this Order.

27. All amounts and obligations, if any, to be paid or performed by the Debtors pursuant to the Purchase Agreement, the Transition Services Agreement, or any other Transaction Document shall constitute administrative expenses allowed pursuant to section 503(b) of the Bankruptcy Code entitled to the priority provided under section 507(a)(2) of the Bankruptcy Code and shall be due and payable as and when the Debtors' obligations arise under the Purchase Agreement without further order of this Court.

28. Each and every federal, state, and local governmental agency, department, or official is hereby directed to accept any and all documents and instruments necessary or appropriate to consummate the transactions contemplated by the Purchase Agreement.

29. Upon the closing of the Sale, this Order shall be construed as and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the

Pacific Northwest Assets and Assumed Contracts and Leases and a bill of sale transferring good and marketable title in the Pacific Northwest Assets, free and clear of all liens, claims, interests, and encumbrances, and Assumed Contracts and Leases to the Purchaser pursuant to the terms of the Purchase Agreement.

30. The provisions of the Purchase Agreement may be modified, amended, waived, or supplemented by the parties thereto in accordance with the terms thereof, without further order of the Court; *provided that* any such modification, amendment, waiver, or supplement does not, based on the Debtors' reasonable judgment, have a material adverse economic effect on the Debtors' estates or their creditors; *provided, further*, that any extension or material amendment of the Purchase Agreement shall be on terms reasonably acceptable to the Required Consenting Noteholders and otherwise consistent with the terms of the Restructuring Support Agreement; *provided, further*, that for the avoidance of doubt, under no circumstances does closing the Sale prior to May 28, 2020 constitute an extension or material amendment of the Purchase Agreement.

31. The Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and any other agreements executed in connection therewith to which the Debtors are a party or which has been assigned by the Debtors to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale. This Court retains jurisdiction to compel delivery of the Pacific Northwest Assets, to protect the Purchaser and its assets, including the Pacific Northwest Assets, against any claims and to enter orders, as appropriate, pursuant to sections 105, 363, or 365 (or other applicable provisions) of the Bankruptcy Code necessary to transfer the Pacific Northwest Assets and the Assumed Contracts and Leases to the Purchaser.

32. Notwithstanding the possible applicability of Rules 6004(h), 6006(d), 7062, and 9014 of the Bankruptcy Rules, the terms and conditions of this Order shall be effective immediately upon entry and the Debtors and the Purchaser are authorized to close the Sale and the assumption of the Assumed Contracts and Leases immediately upon entry of this Order.

33. This Order and the Purchase Agreement shall be binding in all respects upon all creditors (whether known or unknown) of, and holders of equity interests in the Debtors, any holders of claims or liens in, against, or on all or any portion of the Pacific Northwest Assets, all non-Debtor counterparties to the Assumed Contracts and Leases, all successors and assigns of the Purchaser, the Debtors and their respective affiliates and subsidiaries, and any subsequent trustees, examiners, “responsible persons,” or other fiduciaries appointed in these chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code, and shall not be subject to rejection or avoidance under any circumstances. In the event of any conflict between the terms of this Order and the Purchase Agreement, the terms of this Order shall control.

34. The Purchaser shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Purchase Agreement or any other Sale-related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence; *provided, however*, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

35. Nothing in this Order or any sale pursuant to this Order releases, nullifies, precludes, or enjoins the enforcement of any liability to a U.S. federal governmental unit under police and regulatory statutes or regulations (including but not limited to environmental laws or regulations), and any associated liabilities for penalties, damages, cost recovery, or injunctive relief that any

entity would be subject to as the owner, lessor, lessee, or operator of the property after the date of entry of this Order. Nothing in this Order or any sale pursuant to this Order shall in any way diminish the obligation of any entity, including the Debtors, to comply with environmental laws.

36. Nothing in this Order or any sale pursuant to this Order authorizes the transfer to the Purchaser of any U.S. federal governmental licenses, permits, registrations, authorizations, or approvals without the Purchaser's compliance with all applicable legal requirements under nonbankruptcy law governing such transfers.

37. Notwithstanding anything in the preceding two paragraphs to the contrary, the preceding two paragraphs are not intended to, and do not, modify, amend, alter, change, or supplement in any manner the terms of the Purchase Agreement, including, without limitation, with respect to the treatment and responsibility of the Debtors for certain Excluded Liabilities (as defined in the Purchase Agreement), in each case, in accordance with the terms of the Purchase Agreement.

Dismissal of the Transferred Subsidiaries Cases

38. Pursuant to section 1112(b) of the Bankruptcy Code, effective immediately prior to the occurrence of the Closing, the Transferred Subsidiaries Cases are dismissed, as such dismissal is in the best interests of the Debtors, their creditors, and all other parties-in-interest.

39. Notwithstanding entry of this Order or section 349 of the Bankruptcy Code, cause exists to modify the effects of section 349 of the Bankruptcy Code as set forth in the Motion and herein, and all stipulations, settlements, rulings, orders, and judgments of this Court made during the course of the Transferred Subsidiaries Cases, including this Order, shall remain in full force and effect, shall be unaffected by the dismissal of the Transferred Subsidiaries Cases immediately prior to the Closing, and are specifically preserved for purposes of finality of judgment and *res*

judicata.

40. Upon the dismissal of the Transferred Subsidiaries Cases, effective immediately prior to the Closing as set forth herein, the assets of the Transferred Subsidiaries or their estates shall be reinstated or revested in the Transferred Subsidiaries pursuant to section 349 of the Bankruptcy Code.

41. Any and all motions, notices, objections, responses, adversary proceedings, contested matters, or other pleadings or filings concerning the Transferred Subsidiaries made during the course of the Transferred Subsidiaries Cases that have not been decided prior to the date of the dismissal of the Transferred Subsidiaries Cases as set forth herein immediately prior to the Closing, are denied, dismissed, and/or overruled with prejudice.

Other Provisions

42. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

43. The provisions of this Order are non-severable and mutually dependent.

44. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained in the Motion or this Order or any payment made pursuant to this Order shall constitute, nor is it intended to constitute, an admission as to the validity or priority of any claim or lien against the Debtors or their property, a waiver of the Debtors' rights to subsequently dispute such claim or lien, or the assumption or adoption of any agreement, contract, or lease under section 365 of the Bankruptcy Code.

45. For the avoidance of doubt, other than as relating to approval or consent to entry of this Order (or the proposed form hereof), any consent or approval rights of the parties to the Restructuring Support Agreement shall remain in force unaffected from and after entry of this

Order, solely to the extent the Restructuring Support Agreement remains in effect.

46. The Debtors have complied with all obligations to provide notice of the Motion, the Purchase Agreement, and the Sale. A reasonable opportunity to object or to be heard regarding the relief requested in the Motion was afforded to all interested persons and entities.

White Plains, New York

Dated: _____, 2020

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Schedule of Identified Counterparties to Assumed Contracts and Leases

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Citizens Telecom Services Company L.L.C.	Istel, Inc.	Istel, Inc.	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	360networks (USA) Inc.	360 Networks Inc	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	360networks (USA) Inc.	360 Networks Inc	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	365 Wireless LLC	365 Wireless	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Access Point, Inc.	Access Point	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Access Point, Inc.	Access Point	Customer: Wholesale Advantage Services	\$0
Citizens Telecom Services Company L.L.C.	Access Point, Inc.	Access Point	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Access2Go, Inc.	Access2Go Inc.	Customer: Master Services Agreement	\$0
Frontier Communications Corporation	Access2Go, Inc.	Access2Go Inc.	Customer: PRI Single Rate ICB	\$0
Frontier Communications Northwest Inc.	ACN Communication Services, Inc.	ACN	Customer: Interconnection	\$0
Frontier Communications of America, Inc.	ACN Communication Services, Inc.	ACN	Customer: Broadband Transport Aggregation Service	\$0
Frontier Communications Corporation	ACN Communication Services, Inc.	ACN	Customer: Wholesale Advantage;Plan A2	\$0
Citizens Telecom Services Company L.L.C.	Acuative Corporation	Acuative Corporation	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	Advanced TelCom, Inc.	Advanced TelCom, Inc.	Customer: Resale	\$0
Frontier Communications Northwest Inc.	Advanced TelCom, Inc.	Advanced TelCom, Inc.	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Airespring, Inc.	Airespring	Customer: Resale	\$0
Citizens Telecom Services Company L.L.C.	Airespring, Inc.	Airespring	Customer: Frontier Services Agreement - FSA	\$0
Frontier Communications Northwest Inc.	ALEC, LLC	ALEC	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Allied Wireless Communications Corporation	Allied Wireless Communications Corporation	Customer: Comprehensive	\$0
Citizens Telecommunications Company of Idaho	Allied Wireless Communications Corporation	Allied Wireless Communications Corporation	Customer: Comprehensive	\$0
Citizens Telecom Services Company L.L.C.	Allstream Business US, LLC	Allstream Business US, LLC	Customer: Frontier Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Alltel Communications Inc.	Alltel	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Alpha Technologies Inc.	Alpha Technologies	Customer: Frontier Service Agreement - FSA	\$0

20-22476-100-1 Doc 125 Filed 04/22/20 Entered 04/22/20 13:53:53 Main Document Page 99 of 149

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Citizens Telecom Services Company L.L.C.	Alternative Choice Wireless, LLC	Alternative Choice Wireless, LLC	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Corporation	American Broadband & Telecommunications	American Broadband & Telecommunications	Customer: Wholesale Advantage;Plan D	\$0
Citizens Telecom Services Company L.L.C.	American Broadband and Telecommunications Company	American Broadband & Telecommunications	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	American Fiber Network Inc.	American Fiber Network	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	American Fiber Network, Inc.	American Fiber Network	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	American Messaging Services, LLC	American Messaging	Customer: Wireless - Paging	\$0
ILEC Subsidiaries of Frontier Communications Corporation	American Telesis, Inc.	American Telesis	Customer: Master Services Agreement;Inter	\$0
Citizens Telecom Services Company L.L.C.	American Telesis, Inc.	American Telesis	Customer: Frontier Services Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	APX NET	APX NET	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Arvig Enterprises Inc	Arvig Enterprises Inc	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	Asotin Telephone Company	Asotin Telephone Company	Customer: Access;PTC Arrangements (Primary Toll Carrier)	\$0
Frontier Communications Corporation	Asotin Telephone Company	Asotin Telephone Company	Customer: Universal Service Fund Administration Agreement	\$0
Frontier Communications Northwest Inc.	Astound Broadband LLC	Astound Broadband LLC	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	AT&T Corp	AT&T	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	AT&T Corp.	AT&T	Customer: Interconnection	\$0
Frontier Communications Corporation	AT&T Corp.	AT&T	Customer: Wholesale Advantage;Special Plan	\$0
Citizens Telecom Services Company L.L.C.	AT&T Corp.	AT&T	Customer: Frontier Service Agreement	\$0
Citizens Telecom Services Company L.L.C.	AT&T Corp.	AT&T	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	AT&T Corporation	AT&T	Customer: Master Services Agreement;Inter	\$0
Frontier Communications Corporation	AT&T Corporation	AT&T	Customer: Custom Solution	\$0
Frontier Communications Corporation	AT&T Internet Services	AT&T	Customer: National E911	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Cricket Communications, Inc.	AT&T	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	SBC Long Distance, LLC d/b/a SBC Long Distance d/b/a AT&T Long Distance	AT&T	Customer: Interconnection	\$0

20-22476-001 Doc 125 Filed 04/23/20 Entered 04/23/20 13:51:33
 Page 90 of 149
 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Citizens Telecommunications Company of Montana	Teleport Communications America LLC	AT&T	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Teleport Communications America, LLC	AT&T	Customer: Interconnection	\$0
Citizens Telecommunications Company of Idaho	Teleport Communications America, LLC	AT&T	Customer: Interconnection	\$0
Citizens Telecommunications Company of Montana	AT&T Mobility	AT&T Mobility	Customer: Interconnection	\$0
Frontier Communications Northwest Inc. Citizens Telecommunications Company of Oregon	AT&T Mobility	AT&T Mobility	Customer: Interconnection	\$0
Citizens Telecommunications Company of Idaho	AT&T Wireless Service, Inc.	AT&T Mobility	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Edge Wireless LLC	AT&T Mobility	Customer: Wireless	\$0
Frontier Communications Northwest Inc.	New Cingular Wireless PCS, LLC	AT&T Mobility	Customer: Wireless	\$0
Frontier Communications Northwest Inc.	New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service operating affiliates	AT&T Mobility	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Pacific Bell Wireless Northwest LLC d/b/a Cingular Wireless	AT&T Mobility	Customer: Wireless	\$0
ILEC Subsidiaries of Frontier Communications Corporation	AxxessConnect, LLC	AxxessConnect, LLC	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Bandwave Systems, L.L.C	Bandwave Systems, L.L.C	Customer: Frontier Services Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Bandwave Systems, L.L.C	Bandwave Systems, L.L.C	Customer: Frontier Services Agreement	\$0
Frontier Communications Northwest Inc.	Bandwidth.com CLEC, LLC	Bandwidth.com	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Barr Tell USA, Inc.	BarrTell USA	Customer: Frontier Services Agreement	\$0
Frontier Communications Northwest Inc.	Bay View Building Maintenance, Inc.	Bay View Building Maintenance, Inc.	Vendor: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	BCM One, Inc	BCM One, Inc	Customer: Frontier Services Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	McGraw Communications Inc.	BCM One, Inc	Customer: Master Services Agreement	\$0
Frontier Communications Corporation	McGraw Communications Inc.	BCM One, Inc	Customer: PRI Single Rate ICB	\$0
Frontier Communications Corporation	McGraw Communications, Inc.	BCM One, Inc	Customer: Wholesale Advantage;Plan A2;Voice Mail	\$0
Frontier Communications Northwest Inc.	McGraw Communications, Inc.	BCM One, Inc	Customer: Interconnection	\$0
Frontier Communications Corporation	BCN Telecom, Inc.	BCN Telecom	Customer: PRI Single Rate ICB	\$0
ILEC Subsidiaries of Frontier Communications Corporation	BCN Telecom, Inc.	BCN Telecom	Customer: Wholesale Advantage Services	\$0

20-22478-1005 Doc 125 Filed 04/22/20 Entered 04/22/20 13:51:33 Main Document Page 149

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Citizens Telecom Services Company L.L.C.	BCN Telecom, Inc.	BCN Telecom	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	BendTel, Inc.	BendTel, Inc.	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	BendTel, Inc.	BendTel, Inc.	Customer: Wholesale Advantage Services	\$0
ILEC Subsidiaries of Frontier Communications Corporation	BestWeb Corporation	BestWeb Corp.	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	BG Enterprises Inc. d/b/a Grizzly Telephone Inc.	BG Enterprises Inc.	Customer: Resale	\$0
Frontier Communications Northwest Inc.	BG Enterprises, Inc., d/b/a Grizzly Telephone, Inc.	BG Enterprises Inc.	Customer: Resale	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Birch Communications, Inc.	Birch	Customer: Wholesale Advantage Services	\$0
Frontier Communications Corporation	Birch Telecom of Texas, LTD., L.L.P. and Birch Communications, Inc.	Birch	Customer: Wholesale Advantage;Plan D3;Voice Mail;Inside Wire	\$0
Frontier Communications Corporation	Covista Communications Inc.	Birch	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Covista, Inc.	Birch	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Ernest Communications Inc.	Birch	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Ernest Communications, Inc.	Birch	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Ernest Communications, Inc.	Birch	Customer: Wholesale Advantage Services	\$0
Citizens Telecommunications Company of Idaho	Ernest Communications, Inc.	Birch	Customer: Resale	\$0
Citizens Telecommunications Company of Montana	Ernest Communications, Inc.	Birch	Customer: Resale	\$0
Citizens Telecommunications Company of Oregon	Ernest Communications, Inc.	Birch	Customer: Resale	\$0
Frontier Communications Northwest Inc.	Ionex Communications North, Inc. dba Birch Communications Birch Communications	Birch	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Ionex Communications North, Inc. dba Birch Communications Birch Communications	Birch	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	BLC Management LLC d/b/a Angles Communication Solutions	BLC Management	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Block Line Systems, LLC	Block Line Systems	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Block Line Systems, LLC	Block Line Systems	Customer: Frontier Services Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Magellan Hill Technologies, LLC	Block Line Systems	Customer: Master Services Agreement	\$0
Frontier Communications Corporation	Blue Casa Communications, Inc.	Blue Casa Communications, Inc.	Customer: Wholesale Advantage;Plan A	\$0

20-22476-100 Doc 125 Filed 04/22/20 Entered 04/22/20 13:51:33 Main Document Page 92 of 149

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Citizens Telecom Services Company L.L.C.	Blue Planet Networks LLC	Blue Planet Networks LLC	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Bluetone Communications, LLC	Bluetone Communications, LLC	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications of America, Inc.	Brand X Internet	Brand X Internet	Customer: Broadband Transport Aggregation Service	\$0
Citizens Telecom Services Company L.L.C.	Bright Packet, Inc.	Bright Packet, Inc.	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Brightlink Communications LLC	Brightlink Communications LLC	Customer: Frontier Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Broadband Enterprise, LLC	Broadband Enterprise LLC	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Broadband Office Solutions LLC	BroadBand Office	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	BroadbandONE, Inc.	BroadbandONE, Inc.	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Cypress Communications Operating Company, Inc.	Broadvox	Customer: Interconnection	\$0
Frontier Communications of New York, Inc.	BSG Clearing Solutions North America, LLC	BSG Clearing Solutions North America, LLC	Customer: Billing Services	\$0
Frontier Communications Northwest Inc.	Budget PrePay, Inc.	Budget PrePay	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	BullsEye Telecom Inc.	Bullseye Telecom, Inc	Customer: Interconnection	\$0
Citizens Telecommunications Company of Idaho	Bullseye Telecom, Inc.	Bullseye Telecom, Inc	Customer: Resale	\$0
Citizens Telecommunications Company of Oregon	BullsEye Telecom, Inc.	Bullseye Telecom, Inc	Customer: Resale	\$0
Frontier Communications Northwest Inc.	BullsEye Telecom, Inc.	Bullseye Telecom, Inc	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	BullsEye Telecom, Inc.	Bullseye Telecom, Inc	Customer: Wholesale Advantage Services	\$0
Citizens Telecom Services Company L.L.C.	BullsEye Telecom, Inc.	Bullseye Telecom, Inc	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecommunications Company of Montana	BullsEye Telecom, Inc.	Bullseye Telecom, Inc	Customer: Resale	\$0
Citizens Telecommunications Company of Idaho	Bullseye Telecom, Inc	Bullseye Telecom, Inc	Customer: Resale	\$0
Citizens Telecommunications Company of Oregon	Bullseye Telecom, Inc	Bullseye Telecom, Inc	Customer: Resale	\$0
Citizens Telecommunications Company of Montana	Bullseye Telecom, Inc	Bullseye Telecom, Inc	Customer: Resale	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Business Automation Technologies, Inc.	Business Automation Technologies, Inc.	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Cable Domain LLC	Cable Domain LLC	Customer: Frontier Services Agreement	\$0

20-22476-1008 Filed 04/22/20 Entered 04/22/20 13:51:33
 Doc 125 Page 93 Of 149
 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Citizens Telecom Services Company L.L.C.	Cable One, Inc	Cable One, Inc	Customer: Frontier Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Cablevision Lightpath, Inc.	Cablevision	Customer: Master Services Agreement; Interim	\$0
Frontier Communications Northwest Inc.	Cactus International, Inc.	Cactus International Inc.	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Cactus International, Inc. Cactus International Inc. Db: Cactus Computer & Internet, Cactus Computer Co., Cactus Computers	Cactus International Inc.	Customer: Ftr ISP Services Agreement - ATM	\$0
Citizens Telecom Services Company L.L.C.	California Internet LP	California Internet LP	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	California Telecom, Inc	California Telecom	Customer: Frontier Services Agreement	\$0
Frontier Communications Corporation	Call America, Inc.	Call America	Customer: Wholesale Advantage; Plan D2	\$0
Citizens Telecom Services Company L.L.C.	Call One Inc.	Call One Inc.	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Cal-Ore Communications Inc	Cal-Ore Communications Inc	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	CapCon Networks, LLC	CapCon Networks, LLC	Customer: Frontier Services Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	CapCon Networks, LLC	CapCon Networks, LLC	Customer: Frontier Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Capital Infrastructure, LLC d/b/a Connexion Technologies	Capital Infrastructure, LLC	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Cbeyond Communications, LLC	Cbeyond	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Cbeyond Communications, LLC	Cbeyond	Customer: Master Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	CBI Connect Inc.	CBI Connect Inc	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Centel Communications Inc.	Centel Communications Inc.	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Central Nevada Communications & Electric, LLC	Central Nevada Communications and Electric	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Central Wisconsin Communications LLC	Central Wisconsin Communications	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Central Wisconsin Communications, LLC aka Solarus	Central Wisconsin Communications	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Broadwing Communications, LLC	CenturyLink	Customer: Interconnection	\$0
Citizens Telecommunications Company of Idaho	Centurylink Communications LLC	CenturyLink	Customer: Interconnection	\$0
Citizens Telecommunications Company of Montana	Centurylink Communications LLC	CenturyLink	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	CenturyLink Communications, LLC	CenturyLink	Customer: Frontier Service Agreement - FSA	\$0

20-22476-100
 Doc 125 Filed 04/22/20 Entered 04/22/20 13:51:33
 Page 94 of 149
 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
ILEC Subsidiaries of Frontier Communications Corporation	CenturyTel Service Group LLC	CenturyLink	Customer: Master Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Embarq Management Company	CenturyLink	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Global Crossing Local Service Inc.	CenturyLink	Customer: E911	\$0
Frontier Communications Northwest Inc.	Global Crossing Local Services Incorporated	CenturyLink	Customer: Interconnection	\$0
Frontier Communications Corporation	Global Crossing Local Services, Inc., Global Crossing Telemanagement, Inc. and Equal Access Networks, LLC	CenturyLink	Customer: Wholesale Advantage;Plan C;Voice Mail	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Global Crossing Telecommunications, Inc.	CenturyLink	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Global Crossing Telemanagement Incorporated	CenturyLink	Customer: Resale	\$0
Frontier Communications Northwest Inc.	ICG Telecom Group Inc.	CenturyLink	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Level 3 Communications LLC	CenturyLink	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Level 3 Communications, LLC	CenturyLink	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Level 3 Communications, LLC	CenturyLink	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecommunications Company of Montana	Level 3 Communications, LLC	CenturyLink	Customer: Interconnection	\$0
Citizens Telecommunications Company of Idaho	Level 3 Communications, LLC	CenturyLink	Customer: Interconnection	\$0
Citizens Telecommunications Company of Oregon	Level 3 Communications, LLC	CenturyLink	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Level 3 Communications, LLC	CenturyLink	Customer: Leased Space	\$0
ILEC Subsidiaries of Frontier Communications Corporation	One Communications Corp.	CenturyLink	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Qwest Communications Company LLC	CenturyLink	Customer: Frontier Service Agreement	\$0
Frontier Communications Northwest Inc.	Qwest Communications Company, LLC	CenturyLink	Customer: Interconnection	\$0
Frontier Communications Corporation	Qwest Communications Company, LLC	CenturyLink	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Qwest Communications Corp.	CenturyLink	Customer: Frame Relay PVC	\$0
Frontier Communications Northwest Inc.	Qwest Corporation	CenturyLink	Customer: ILEC to ILEC Interconnection	\$0
Frontier Communications Northwest Inc.	Qwest Corporation	CenturyLink	Customer: Interconnection	\$0
Citizens Telecommunications Company of Idaho	Qwest Corporation	CenturyLink	Customer: EAS	\$0

20-23476-rtd
 Doc 125
 Filed 04/22/20
 Entered 04/22/20 13:51:33
 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
ILEC Subsidiaries of Frontier Communications Corporation	tw telecom holdings inc.	CenturyLink	Customer: Master Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	tw telecom holdings inc.	CenturyLink	Customer: Assumption Agreement	\$0
Frontier Communications Northwest Inc.	tw telecom of idaho llc	CenturyLink	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	tw telecom of oregon llc	CenturyLink	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	tw telecom of washington llc	CenturyLink	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	U S West Communications, Inc.	Centurylink	Customer: NDM (Network Data Mover)	\$0
Frontier Communications Northwest Inc.	U S West Communications, Inc.	Centurylink	Customer: 911; Enhanced 911	\$0
Frontier Communications Northwest Inc.	U S West Communications, Inc.	Centurylink	Customer: Miscellaneous; Confidentiality Agreements	\$0
Frontier Communications Northwest Inc.	U S West Communications, Inc.	Centurylink	Customer: Billing and Collection Arrangements; Message Accounting Services	\$0
Frontier Communications Northwest Inc.	U S West Communications, Inc.	Centurylink	Customer: Billing and Collection Arrangements; Recording Services	\$0
Frontier Communications Corporation	U S West Communications, Inc.	Centurylink	Customer: Universal Service Fund Administration Agreement	\$0
Frontier Communications Northwest Inc.	U S West Communications, Inc.	Centurylink	Customer: Cellular Arrangements; Revenue Sharing	\$0
Frontier Communications Northwest Inc.	U S West Communications, Inc.	Centurylink	Customer: Miscellaneous; Data Distribution Service Center Agreement	\$0
Frontier Communications Northwest Inc.	U S West Communications, Inc.	Centurylink	Customer: Access Revenue Sharing/Distribution Arrangements	\$0
Frontier Communications Northwest Inc.	U S West Communications, Inc.	Centurylink	Customer: Billing and Collection Arrangements; Interstate IntraLATA B&C Services	\$0
Frontier Communications Northwest Inc.	U S West Communications, Inc.	Centurylink	Customer: Facility Lease; Channel Agreement	\$0
Frontier Communications Northwest Inc.	U S West Communications, Inc.	Centurylink	Customer: Chapter 11 Settlement Agreement	\$0
Frontier Communications Northwest Inc.	U S West Communications, Inc.	Centurylink	Customer: Access/PTC Arrangements (Primary Toll Center)	\$0
Frontier Communications Northwest Inc.	U S West Communications, Inc.	Centurylink	Customer: EAS Out Rate; EAS Arrangements	\$0
Frontier Communications Northwest Inc.	U S West Communications, Inc. Formerly Pacific Northwest Bell Telephone Company	Centurylink	Customer: Access Revenue Sharing/Distribution Arrangements	\$0
Citizens Telecommunications Company of Oregon	US West	CenturyLink	Customer: Wireless	\$0
Frontier Communications Northwest Inc.	US WEST Wireless L.L.C.	CenturyLink	Customer: Wireless	\$0
Frontier Communications Northwest Inc.	WiTel Local Network, LLC	CenturyLink	Customer: Interconnection	\$0

20-22475-1001 Doc 1-55 Filed 04/22/20 Entered 04/22/20 19:51:33 Main Document Page 149

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
ILEC Subsidiaries of Frontier Communications Corporation	CENX, Inc.	CENX, Inc.	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	CFN Services, Inc.	CFN Services Inc.	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Charter Communications Operating, LLC	Charter Communications Operating, LLC	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Charter Communications Operating, LLC	Charter Communications Operating, LLC	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecommunications Company of Oregon	Charter Fiberlink OR - CCVII, LLC	CharterFiberlink	Customer: Traffic Exchange	\$0
Citizens Telecommunications Company of Oregon	Charter Fiberlink OR-CCVII, LLC	CharterFiberlink	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Charter Fiberlink WA-CCVII, LLC	CharterFiberlink	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Chimenet, Inc	Chimenet, Inc	Customer: Frontier Services Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Chimenet, Inc	Chimenet, Inc	Customer: Frontier Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	CISSDM Connect LLC	CISSDM Connect LLC	Customer: Frontier Services Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	CISSDM Connect LLC	CISSDM Connect LLC	Customer: Frontier Services Agreement	\$0
Frontier Communications Northwest Inc.	City of Sandy, Oregon	City of Sandy, Oregon	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Citynet LLC	Citynet	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	Clark Electronics d/b/a Clark Communications	Clark Electronics	Customer: Wireless	\$0
Frontier Communications Northwest Inc.	Clear Creek Mutual Telephone Company	Clear Creek Mutual Telephone Company	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Clear Rate Communications, Inc.	Clear Rate	Customer: Wholesale Advantage Services	\$0
Frontier Communications Northwest Inc.	Clear Rate Communications, Inc.	Clear Rate	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Clear Rate Communications, Inc.	Clear Rate	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	ClearPath Technology LLC	ClearPath Technology LLC	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Corporation	CloseCall America, Inc.	CloseCall America	Customer: PRI Single Rate ICB	\$0
Citizens Telecom Services Company L.L.C.	Cloud Computing Concepts LLC	Cloud Computing Concepts LLC	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	CoastCom, Inc.	CoastCom	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Cobra Construction Company	Cobra Construction Company	Vendor: Construction Services Agreement	\$0

20-2476-100
 Doc 125 Filed 04/22/20 Entered 04/22/20 13:51:33
 Page 97 of 149
 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
ILEC Subsidiaries of Frontier Communications Corporation	Cogent Communications, Inc.	Cogent	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Cogent Communications, Inc.	Cogent	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	ColbaNet, successor in interest to SpectraVoice Inc.	ColbaNet, successor in interest to SpectraVoice Inc.	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Comcast Phone of Oregon LLC	Comcast	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Comcast Phone of Washington LLC	Comcast	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Comcast Cable Communications Management, LLC	Comcast Cable Communications Management, LLC	Customer: Frontier Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	COMLINK LLC	Comlink, LLC	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	CommandLink, LLC	CommandLink, LLC	Customer: Frontier Services Agreement	\$0
Citizens Telecommunications Company of Idaho	CommNet Cellular Inc.	CommNet Cellular Inc.	Customer: Wireless	\$0
Citizens Telecommunications Company of Utah	CommNet Cellular Inc.	CommNet Cellular Inc.	Customer: Wireless	\$0
Citizens Telecommunications Company of Montana	CommNet Cellular Inc.	CommNet Cellular Inc.	Customer: Wireless	\$0
Citizens Telecommunications Company of Idaho	CommNet Cellular Inc.	CommNet Cellular Inc.	Customer: Wireless	\$0
Frontier Communications Northwest Inc.	CommPartners, LLC	CommPartners	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Communication Decisions-SNVC, LLC	Communication Decisions-SNVC, LLC	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Communications Venture Corporation d/b/a Indigital	Communications Venture Corporation d/b/a INdigital	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Computer 5*, Inc d/b/a LocalTel Communications	Computer 5*	Customer: Wholesale Advantage Services	\$0
Frontier Communications Northwest Inc.	Computers 5* d/b/a LocalTel Communications	Computer 5*	Customer: Interconnection	\$0
Frontier Communications Corporation	Comtech21 LLC d/b/a Prescient Worldwide	Comtech21, LLC	Customer: Single Rate ICB	\$0
Citizens Telecom Services Company L.L.C.	Comtech21, LLC	Comtech21, LLC	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Corporation	ConnectTo Communications, Inc.	ConnectTo	Customer: Wholesale Advantage;Plan D3;Voice Mail	\$0
Citizens Telecom Services Company L.L.C.	ConnectTo Communications, Inc.	ConnectTo	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Consolidated Communications Transport Company, Inc.	Consolidated Communications	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Consolidated Enterprise Services, Inc.	Consolidated Enterprise Services, Inc.	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecommunications Company of Idaho	Contel	CONTEL	Customer: Revenue Distribution	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Continental Broadband Inc.	Continental Broadband Inc.	Customer: Master Services Agreement	\$0

20-2476-1104
 Doc 225
 Filed 04/22/20
 Pg 98 of 149
 Entered 04/22/20 13:51:33
 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Citizens Telecom Services Company L.L.C.	Convergence Communications	Convergence Communications	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	Cordia Communications Corp.	Cordia Communications Corp.	Customer: Interconnection	\$0
Frontier Communications Corporation	CornerStone Telephone Company, LLC	Cornerstone Communications	Customer: PRI Single Rate ICB	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Cornerstone Telephone Company	Cornerstone Telephone	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Covad Communications Company	Covad	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Covad Communications Company	Covad	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Covad Communications Company	Covad	Customer: Master Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	CoxCom, Inc.	Cox	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	CoxCom, LLC	Cox	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecommunications Company of Oregon	Citizens Telecommunications Company of Oregon	CP National	Customer: Revenue Distribution	\$0
Citizens Telecommunications Company of Oregon	Citizens Telecommunications Company of Oregon	CP National	Customer: Revenue Share for FGA	\$0
Citizens Telecommunications Company of Oregon	Citizens Telecommunications Company of Oregon	CP National	Customer: Toll Service Agreement	\$0
Citizens Telecommunications Company of Oregon	Citizens Telecommunications Company of Oregon	CP National	Customer: Meeting Point	\$0
Citizens Telecommunications Company of Oregon	Citizens Telecommunications Company of Oregon	CP National	Customer: Special Access Circuit	\$0
Citizens Telecommunications Company of Oregon	Citizens Telecommunications Company of Oregon	CP National	Customer: Initial LTA Telecommunications Plan	\$0
Citizens Telecommunications Company of Oregon	Citizens Telecommunications Company of Oregon	CP National	Customer: 800 Database Service	\$0
Citizens Telecommunications Company of Oregon	Citizens Telecommunications Company of Oregon	CP National	Customer: FTS Exchange	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Crocker Telecommunications, LLC	Crocker Telecommunications	Customer: Master Services Agreement	\$0
Frontier Communications of America, Inc.	Cros Net, Inc.	Cros Net, Inc.	Customer: Broadband Transport Aggregation Service	\$0
Citizens Telecommunications Company of Idaho	CTC Telecom, Inc.	CTC Telecom Inc	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Cybernet Communications, Inc.	Cybernet Communications Inc.	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Global Telecom & Technology Americas, Inc.	CZN	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	D4US, LLC	D4US, LLC	Customer: Frontier Service Agreement - FSA	\$0

20-22476-1100 Doc 125 Filed 04/22/20 Entered 04/22/20 13:51:33 Main Document Page 149

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Frontier Communications Corporation	Delta Communications LLC d/b/a Clearwave Communications	Delta Communications, LLC	Customer: Wholesale Advantage;Plan D	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Delta Communications, LLC d/b/a Clearwave Communication; d/b/a EarthLink Business	Delta Communications, LLC	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Dialink Corporation	Dialink Corporation	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Corporation	Digital Connections Inc.	Digital Connections Inc.	Customer: Wholesale Advantage;Plan D	\$0
Citizens Telecom Services Company L.L.C.	Digital Network Access Communications, Inc.	Digital Network Access Communications Inc.	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	Digital Telecommunications Inc.	Digital Telecommunications Inc.	Customer: Resale	\$0
Frontier Communications Northwest Inc.	DIVCO, Inc	DIVCO, Inc	Vendor: Master Services Agreement	\$0
Frontier Communications Corporation	DMR Communications, Inc.	DMR Communications	Customer: Wholesale Advantage;Plan D	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Dollar Phone Corp.	Dollar Phone Corp.	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Douglas Services Inc. d/b/a Douglas Fast Net	Douglas Services Inc.	Customer: Interconnection	\$0
Citizens Telecommunications Company of Oregon	Douglas Services, Inc. d/b/a Douglas Fast Net	Douglas Services Inc.	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	dPi Teleconnect LLC	dPI-Teleconnect	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	DSCI Corporation	DSCI	Customer: Master Services Agreement	\$0
Frontier Communications Corporation	Dynalink Communications, Inc.	Dynalink	Customer: Wholesale Advantage;Plan C2;Voice Mail	\$0
Frontier Communications Corporation	Dynalink Communications, Inc.	Dynalink	Customer: PRI Single Rate ICB	\$0
Citizens Telecom Services Company L.L.C.	Dynalink Communications, Inc.	Dynalink	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	EarthLink, LLC	EarthLink, LLC	Customer: Frontier Services Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	EarthLink, LLC	EarthLink, LLC	Customer: Frontier Services Agreement	\$0
Frontier Communications Northwest Inc.	Eastern Oregon Service Company	Eastern Oregon Service Company	Vendor: Master Services Agreement	\$0
Frontier Communications Corporation	Easton Telecom Services, L.L.C.	Easton Telecom	Customer: PRI Single Rate ICB	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Easton Telecom Services, L.L.C.	Easton Telecom	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Easton Telecom Services, LLC	Easton Telecom	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Ecco Wireless USA, Inc.	Ecco Wireless USA, Inc.	Customer: Frontier Service Agreement - FSA	\$0

20-22478-1001 Doc 125 Filed 04/22/20 Entered 04/22/20 13:51:35 Main Document Page 10 of 149

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Citizens Telecom Services Company L.L.C.	Edge Communications Solutions, LLC	Edge Communications Solutions	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecommunications Company of Idaho	Edge Wireless, LLC	Edge Wireless	Customer: Wireless	\$0
Citizens Telecommunications Company of Oregon	Edge Wireless, LLC	Edge Wireless	Customer: Wireless	\$0
Frontier Communications Northwest Inc.	Ednetics, Inc.	Ednetics	Customer: Interconnection	\$0
Citizens Telecommunications Company of Idaho	Ednetics, Inc.	Ednetics	Customer: Interconnection	\$0
Citizens Telecommunications Company of Oregon	Ednetics, Inc.	Ednetics	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Fatbeam, LLC	Ednetics	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Electra LDT	Electra Ltd	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Electric Lightwave, Inc.	Electric Lightwave, Inc.	Vendor: Master Services Agreement	\$0
Frontier Communications Corporation	Ellensburg Telephone Company	Ellensburg Telephone Company	Customer: Universal Service Fund Administration Agreement	\$0
Frontier Communications Northwest Inc.	Ellensburg Telephone Company	Ellensburg Telephone Company	Customer: Facility Lease;Circuit Facility Lease	\$0
Frontier Communications Northwest Inc.	Eltopia Communications, LLC	Eltopia	Customer: Interconnection	\$0
Citizens Telecommunications Company of Idaho	Eltopia Communications, LLC	Eltopia	Customer: Interconnection	\$0
Citizens Telecommunications Company of Oregon	Eltopia Communications, LLC	Eltopia	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	EM3 Networks LLC	EM3 Networks LLC	Customer: Frontier Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	EnableIP, LLC	EnableIP, LLC	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Corporation	Enhanced Communications Network, Inc.	Enhanced Communications Network, Inc.	Customer: Wholesale Advantage;Plan C;Voice Mail	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Entelegant Solutions Inc. d/b/a Entelegant Solutions of Virginia and d/b/a Entelegant Communications Solutions	Entelegant	Customer: Wholesale Advantage Services	\$0
Frontier Communications Northwest Inc.	Entelegant Solutions, Inc.	Entelegant	Customer: Interconnection	\$0
Frontier Communications Corporation	Entelegant Solutions, Inc.	Entelegant	Customer: PRI Single Rate ICB	\$0
Citizens Telecom Services Company L.L.C.	EnTelegant Solutions, Inc.	Entelegant	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Equant Inc. d/b/a Orange Business Services	Equant dba Orange Business	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Equivoice, Inc.	Equivoice, Inc.	Customer: Frontier Service Agreement - FSA	\$0

20-22476-1000 Document Filed 04/22/20 Entered 04/22/20 13:51:33 Main Document Page 1 of 149

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Frontier Communications Northwest Inc.	Eschelon Telecom of Oregon, Inc.	Eschelon Telecom of Oregon, Inc.	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	ETG Fire	ETG Fire	Vendor: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Expereo USA, Inc.	Expereo USA, Inc.	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	FairPoint Communications Inc.	FairPoint Communications Inc.	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Fastblue Communications, Inc.	Fastblue Communications, Inc.	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	FBN Indiana, Inc.	FBN Indiana, Inc.	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Fiber Stream LLC	Fiber Stream LLC	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Corporation	FiberNet Telecom Group, Inc.	Fibernet	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Fibernet Direct Florida LLC	Fibernet Direct Florida LLC	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Finexo Inc.	Finexo Inc.	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Finger Lakes Technologies Group Inc	Finger Lakes Technologies Group	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Corporation	First Communications, LLC	First Communications LLC d/b/a WorldxChange	Customer: Wholesale Advantage;Plan D	\$0
Citizens Telecom Services Company L.L.C.	First Digital Telecom	First Digital Telecom	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	FITTELCO SOUTHWEST, LLC,	FITTELCO SOUTHWEST, LLC,	Customer: Frontier Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Fox Telecommunications, Inc.	Fox Telecommunications, Inc.	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	France Telecom Corporate Solutions, LLC	France Telecom	Customer: Reseller	\$0
Citizens Telecommunications Company of Idaho	Citizens Telecommunications Company of Idaho	Frontier	Customer: Retail Rate Distribution	\$0
Citizens Telecommunications Company of Idaho	Citizens Telecommunications Company of Idaho	Frontier	Customer: Accounting Services	\$0
Citizens Telecommunications Company of Idaho	Citizens Telecommunications Company of Idaho	Frontier	Customer: Intermediary Agreement	\$0
Citizens Telecom Services Company L.L.C.	Frontier Networks Corp.	Frontier Networks Corp.	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Fusion Cloud Company, LLC	Fusion Cloud Company, LLC	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Corporation	Gateway Telecom, LLC d/b/a StratusWave Communications	Gateway Telecom, LLC d/b/a StratusWave	Customer: Wholesale Advantage;Plan D	\$0
Citizens Telecom Services Company L.L.C.	GC Pivotal, LLC dba Global Capacity	GC Pivotal, LLC dba Global Capacity	Customer: Frontier Service Agreement - FSA	\$0

20-22475-100
 Doc 125
 Filed 04/22/20
 Entered 04/22/20 12:01:49
 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Citizens Telecom Services Company L.L.C.	GCI Communications Corp.	GCI Communications Corp.	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Geostar LLC	Geostar LLC	Customer: Frontier Services Agreement	\$0
Frontier Communications Northwest Inc.	Global Connection Inc. of America	Global Connection	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Global Data Technologies, Inc.	Global Data Technologies, Inc.	Customer: Frontier Services Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Global Data Technologies, Inc.	Global Data Technologies, Inc.	Customer: Frontier Services Agreement	\$0
Frontier Communications Northwest Inc.	Global Grid Telecom, Inc.	Global Grid Telecom, Inc.	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	GTT Americas, LLC	Global Telecom & Technology Americas, Inc.	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Corporation	GOES Telecom, Inc.	GOES Telecom Inc.	Customer: VISTA	\$0
Frontier Communications Corporation	Granite Telecommunications, L.L.C.	Granite	Customer: Wholesale Advantage Services	\$0
Frontier Communications Northwest Inc.	Granite Telecommunications, LLC	Granite	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Granite Telecommunications, LLC	Granite	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecommunications Company of Idaho	Granite Telecommunications, LLC	Granite	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Gridway Communications Corp.	Gridway Communications Corp.	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Group Six Communications, LLC	Group Six Communications	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Hamr Communications, LLC	Hamr Communications, LLC	Customer: Interconnection	\$0
Frontier Communications Corporation	Hat Island Telephone Company	Hat Island Telephone Company	Customer: Universal Service Fund Administration Agreement	\$0
Citizens Telecom Services Company L.L.C.	Home Shop, Inc.	Home Shop, Inc.	Customer: Frontier Services Agreement	\$0
Frontier Communications Corporation	Hood Canal Telephone Company	Hood Canal Telephone Company	Customer: Universal Service Fund Administration Agreement	\$0
Citizens Telecom Services Company L.L.C.	Hotwire Communications, Ltd.	Hotwire Communications	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	Hunter Communications, Inc.	Hunter Communications, Inc.	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Hunter Communications, Inc.	Hunter Communications, Inc.	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecommunications Company of Oregon	Hunter Communications, Inc.	Hunter Communications, Inc.	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Hypercore Networks Inc.	Hypercube	Customer: Frontier Service Agreement - FSA	\$0

20-2476-1004
 Filed 04/22/20
 Entered 04/22/20 13:51:33
 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Frontier Communications of America, Inc.	I-2000 Inc.	I-2000 Inc.	Customer: Broadband Transport Aggregation Service	\$0
Citizens Telecom Services Company L.L.C.	I-2000, Inc.	I-2000, Inc.	Customer: Frontier Services Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	I-2000, Inc.	I-2000, Inc.	Customer: Frontier Services Agreement	\$0
Citizens Telecommunications Company of Oregon	ICG Communications, Inc.	ICG Communications	Customer: Interconnection	\$0
Citizens Telecommunications Company of Idaho	IdaComm Inc.	IdaComm Inc.	Customer: Interconnection	\$0
Citizens Telecommunications Company of Idaho	Idaho Mobile Phone Inc.	Idaho Mobile Phone Inc.	Customer: Wireless - Paging	\$0
Frontier Communications Corporation	IDT America, Corp. d/b/a IDT	IDT America	Customer: Wholesale Advantage;Special Plan	\$0
Citizens Telecom Services Company L.L.C.	IG Networks USA Inc	IG Networks USA	Customer: Frontier Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	iGEM Communications LLC d/b/a Globalgig	iGEM Communications LLC d/b/a Globalgig	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications of America, Inc.	IKANO Communications Inc.	IKANO	Customer: Broadband Transport Aggregation Service	\$0
Frontier Communications of New York, Inc.	ILD Teleservices, Inc.	ILD Teleservices Inc.	Customer: Billing Services	\$0
Citizens Telecom Services Company L.L.C.	Impulse Telecom, LLC	Impulse Telecom, LLC	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Communications Venture Corporation d/b/a INdigital Telecom	Indigital Telecom	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Indigo Wireless, Inc.	Indigo Wireless	Customer: Frontier Service Agreement	\$0
Citizens Telecom Services Company L.L.C.	iNET Communications, LLC	iNet Communications, LLC	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	iNetworks Group, Inc.	iNetworks Group Inc.	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	iNetworks Group, Inc.	iNetworks Group Inc.	Customer: Master Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Infinite Communication, LLC	Infinite Communication, LLC	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	InfoTelecom LLC	Infotelecom	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Inland Cellular LLC fka Washington RSA No. 8 Limited Partnership	Inland Cellular LLC fka Washington RSA No. 8 Limited Partnership	Customer: Wireless	\$0
Frontier Communications Corporation	Inland Telephone Company	Inland Telephone Company	Customer: Universal Service Fund Administration Agreement	\$0
Frontier Communications Northwest Inc.	Electric Lightwave LLC	Integra	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Electric Lightwave, LLC	Integra	Customer: Master Services Agreement;Telecommunications Services and Facilities	\$0

20-22478-1001 Document Filed 04/22/20 Entered 04/22/20 13:18:33 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Frontier Communications Northwest Inc.	Electric Lightwave, LLC	Integra	Customer: Interconnection	\$0
Citizens Telecommunications Company of Idaho	Electric Lightwave, LLC	Integra	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Electric Lightwave, LLC and United Communications, Inc.	Integra	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Eschelon Telecom of Oregon Inc.	Integra	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Eschelon Telecom of Washington Inc.	Integra	Customer: Resale Unbundled	\$0
Frontier Communications Northwest Inc.	Eschelon Telecom of Washington Inc.	Integra	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Integra Telecom Holdings Inc	Integra	Customer: Frontier Service Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Integra Telecom Holdings, Inc., Integra Telecom of Oregon, Inc. and Integra Telecom of Washington, Inc., Electric Lightwave, LLC, Eschelon Telecom of	Integra	Customer: Wholesale Advantage Services	\$0
Frontier Communications Northwest Inc.	Integra Telecom of Oregon, Inc.	Integra	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Integra Telecom of Washington Inc.	Integra	Customer: Interconnection	\$0
Citizens Telecommunications Company of Oregon	Integrated Path Communications - Oregon, LLC	Integrated Path Communications - Oregon, LLC	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Integrated Path Communications LLC	Integrated Path Communications, LLC	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	Integrated Path Communications-Oregon, LLC	Integrated Path Communications, LLC	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Integrated Telemanagement Services, Inc.	Integrated Telemanagement Services, Inc.	Customer: Frontier Services Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Integrated Telemanagement Services, Inc.	Integrated Telemanagement Services, Inc.	Customer: Frontier Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Inteltrace, Inc.	Inteltrace, Inc.	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecommunications Company of Montana	InterBel Telephone Cooperative, Inc.	InterBel Telephone Cooperative	Customer: Resale	\$0
Citizens Telecommunications Company of Montana	InterBel Telephone Cooperative, Inc.	InterBel Telephone Cooperative	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	InterBel Telephone Cooperative, Inc.	InterBel Telephone Cooperative	Customer: EAS	\$0
Frontier Communications Corporation	Inter-Island Telephone Company	Inter-Island Telephone Company	Customer: Universal Service Fund Administration Agreement	\$0
Frontier Communications Northwest Inc.	International Telcom Ltd.	International Telcom Ltd.	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Internet America	Internet America	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Intrado Inc.	Intrado	Customer: E911	\$0

20-22476-101 Filed 04/22/20 Entered 04/22/20 12:51:33
 Doc 125 Page 15 of 149
 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Citizens Telecom Services Company L.L.C.	Iowa Network Services, Inc. d/b/a Aureon Network Services	Iowa Network Services	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	IPC Network Services, Inc.	IPC Network Services, Inc.	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	IPDataStream, LLC	IPDataStream, LLC	Customer: Resale	\$0
Citizens Telecom Services Company L.L.C.	IPtelX, LLC	IPtelX, LLC	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	IQUEUE LLC	IQUEUE LLC	Customer: FOT	\$0
Citizens Telecom Services Company L.L.C.	IQUEUE LLC	IQUEUE LLC	Customer: Frontier Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Island Network, LLC dba Rock Island Communications	Island Network, LLC dba Rock Island Communications	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	IsoFusion, Inc.	IsoFusion, Inc.	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	IXC, Inc. f/k/a Telekenex IXC, Inc.	IXC, Inc.	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	K&D Services of Oregon, Inc.	K&D Services of Oregon, Inc.	Vendor: Construction Services Agreement	\$0
Frontier Communications Corporation	Kalama Telephone Company	Kalama Telephone Company	Customer: Universal Service Fund Administration Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Kentucky Data Link, Inc.	Kentucky Data Link	Customer: Master Services Agreement	\$0
Frontier Communications Corporation	Kerrville Communications Corp. d/b/a K2C Telcom	Kerrville Communications Corp.	Customer: VIST	\$0
Frontier Communications Northwest Inc.	LCW Wireless Operations, LLC	LCW Wireless, LLC	Customer: Wireless	\$0
Frontier Communications Corporation	Lewis River Telephone Company	Lewis River Telephone Company	Customer: Universal Service Fund Administration Agreement	\$0
Frontier Communications Northwest Inc.	LifeConnex Telecom, LLC	LifeConnex Telecom, LLC	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	LightBound, LLC	LightBound, LLC	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Lighttower Fiber Networks I, LLC	Lighttower Fiber Networks I LLC	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	Lightspeed Networks Inc., dba LS Networks	Lightspeed Networks Inc., dba LS Networks	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Lightspeed Networks Inc. d/b/a LS Networks	LightSpeed Networks, Inc., dba LSN	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	LightSpeed Networks, Inc., dba LSN	LightSpeed Networks, Inc., dba LSN	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Corporation	Lightyear Network Solutions, LLC	Lightyear	Customer: Wholesale Advantage; Plan C	\$0
Frontier Communications Corporation	Lightyear Network Solutions, LLC	Lightyear	Customer: PRI Single Rate ICB	\$0

20-22475-100
 Doc# 25
 Filed 04/22/20
 Entered 04/22/20 15:01:49
 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Frontier Communications Northwest Inc.	Litchfield County Cellular Inc. d/b/a Ramcell of Oregon	Litchfield County Cellular Inc.	Customer: Wireless	\$0
Citizens Telecom Services Company L.L.C.	Locl-Net, Inc	Locl-Net	Customer: Frontier Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Logix Communications LP	Logix Communications LP	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Lumos Networks, Inc.	LUMOS	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	M3 Com of Virginia, Inc.	M3 Com of Virginia, Inc.	Customer: Frontier Services Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	M3 Com of Virginia, Inc.	M3 Com of Virginia, Inc.	Customer: Frontier Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Magna5, LLC	Magna5, LLC	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Masergy Communications, Inc.	Masergy Communications	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Corporation	Mashell Telephone Company	Mashell Telephone Company	Customer: Universal Service Fund Administration Agreement	\$0
Citizens Telecom Services Company L.L.C.	MASSCOMM Inc. d/b/a MASS Communications	MASSCOM Inc.	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Massive Networks, Inc.	Massive Networks, Inc.	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	Comtel Telecom Assets LP dba Excel Telecommunications	Matrix Telecom	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Comtel Telecom Assets LP dba VarTec Telecom	Matrix Telecom	Customer: Interconnection	\$0
Frontier Communications Corporation	Comtel Telecom Assets LP dba var tec telecom, Comtel Virginia LLC dba VarTec Telecom of Virginia, Comtel Telecom Assets LP dba Excel	Matrix Telecom	Customer: Wholesale Advantage; Plan C3	\$0
Frontier Communications Northwest Inc.	Matrix Telecom, Inc. d/b/a Matrix Business Technologies	Matrix Telecom	Customer: Resale; Unbundled	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Matrix Telecom, Inc. d/b/a Matrix Business Technologies	Matrix Telecom	Customer: Wholesale Advantage Services	\$0
ILEC Subsidiaries of Frontier Communications Corporation	MaxSIP Corp.	Maxsip Corporation	Customer: Managed Services Agreement	\$0
Frontier Communications Corporation	McDaniel Telephone Company	McDaniel Telephone Company	Customer: Universal Service Fund Administration Agreement	\$0
Frontier Communications Corporation	Covad Communications Company, DIECA Communications, Inc. d/b/a Covad Communications Company and Covad Communications Group, Inc.	MegaPath	Customer: VIST	\$0
Frontier Communications Northwest Inc.	DSLnet Communications LLC	MegaPath	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	DSLnet Communications LLC d/b/a DSLnet	MegaPath	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Meriplex Communications, LTD.	Meriplex Communications, LTD.	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Metro Optical Solutions Inc.	Metro Optical Solutions, Inc.	Customer: Frontier Service Agreement - FSA	\$0

20-22476-100
 Filed 04/12/20 Entered 04/22/20 13:51:35
 Page 27 of 149
 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Frontier Communications Northwest Inc.	Metrocall Inc.	Metrocall Inc.	Customer: Wireless - Paging	\$0
Citizens Telecom Services Company L.L.C.	Metronet, LLC	Metronet, LLC	Customer: Frontier Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	MetroPCS Wireless Inc.	MetroPCS	Customer: Master Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Manhattan Telecommunications Corporation	MetTel	Customer: Wholesale Advantage Services	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Manhattan Telecommunications Corporation	MetTel	Customer: PRI Single Rate ICB	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Manhattan Telecommunications Corporation	MetTel	Customer: Resale Inside Wire	\$0
Citizens Telecom Services Company L.L.C.	Manhattan Telecommunications Corporation	MetTel	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Manhattan Telecommunications Corporation dba Mettel	MetTel	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Metropolitan Telecommunications of Idaho, Inc. d/b/a MetTel	MetTel	Customer: Interconnection	\$0
Citizens Telecommunications Company of Idaho	Metropolitan Telecommunications of Idaho, Inc. d/b/a MetTel	MetTel	Customer: Interconnection	\$0
Citizens Telecommunications Company of Montana	Metropolitan Telecommunications of Montana Inc d/b/a MetTel	MetTel	Customer: Interconnection	\$0
Citizens Telecommunications Company of Oregon	Metropolitan Telecommunications of Oregon Inc d/b/a MetTel	MetTel	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Metropolitan Telecommunications of Oregon, Inc.	MetTel	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Metropolitan Telecommunications of Washington, Inc.	MetTel	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Midwest Fiber Networks, LLC	Midwest Fiber Networks, LLC	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Corporation	Midwest Telecom of America, Inc.	Midwest Telecom of America, Inc.	Customer: Wholesale Advantage; Plan D	\$0
Citizens Telecom Services Company L.L.C.	Missouri Network Alliance, L.L.C.	Missouri Network Alliance, L.L.C.	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Mitec Solutions, LLC	Mitec Solutions, LLC	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications of America, Inc.	Mitec Solutions, LLC	Mitec Solutions, LLC	Customer: Broadband and Transport Aggregation Service	\$0
Citizens Telecom Services Company L.L.C.	Mitel Cloud Services, Inc.	Mitel Cloud Services, Inc.	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Mobex, Inc.	Mobex, Inc.	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Monmouth Telephone and Telegraph Inc.	Monmouth Telephone & Telegraph, Inc.	Customer: Master Services Agreement	\$0
Citizens Telecommunications Company of Montana	Montana Sky West L.L.C.	Montana Sky West	Customer: Interconnection	\$0

20-22476-1100
 Doc 125 Filed 04/22/20 Entered 04/22/20 13:51:33
 2018 01149
 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
ILEC Subsidiaries of Frontier Communications Corporation	Mosaic NetworX LLC	Mosaic NetworX LLC	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Mosaic NetworX LLC	Mosaic NetworX LLC	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Corporation	Mountain Communications, LLC d/b/a ProCom	Mountain Communications, LLC d/b/a ProCom	Customer: Wholesale Advantage;Plan D2;Voice Mail	\$0
Frontier Communications Corporation	Mountain Communications, LLC d/b/a ProCom	Mountain Communications, LLC d/b/a ProCom	Customer: PRI Single Rate ICB	\$0
Frontier Communications Corporation	MTCO Communications, Inc.	MTCO Communications Inc.	Customer: VISTA	\$0
Frontier Communications Northwest Inc.	Native Network, Inc.	Native Network, Inc.	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Native Networks, Inc.	Native Network, Inc.	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	Navigator Telecommunications, LLC	Navigator Telecommunications, LLC	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	NCI DATA.com Inc.	NCI DATA.com Inc.	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	NEON Optica, Inc.	NEON	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	NET TALK.COM, INC.	NET TALK.COM, INC.	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	NetFortris Acquisition Co., Inc.	NetFortris Acquisition Co., Inc.	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	NETRIO, LLC	NETRIO, LLC	Customer: Frontier Services Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	NETRIO, LLC	NETRIO, LLC	Customer: Frontier Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	NaturallySpeaking, LLC	NaturallySpeaking, LLC	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	NetWolves Network Services	Netwolves	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Network Billing Systems	Network Billing Systems	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Network Billing Systems LLC d/b/a Fusion	Network Billing Systems	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Network Services Solutions LLC	Network Services Solutions LLC	Customer: Frontier Service Agreement-FSA	\$0
Frontier Communications Northwest Inc.	New Cingular Wireless PCA, LLC on behalf of itself and its Commercial Mobile Radio Service ("CMRS") Operating Affiliates	New Cingular Wireless PCA, LLC on behalf of itself and its Commercial Mobile Radio Service ("CMRS") Operating Affiliates	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	New Horizon Communications Corp	New Horizons	Customer: Frontier Services Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	New Horizon Communications Corp.	New Horizons	Customer: Wholesale Advantage Services	\$0
Frontier Communications Corporation	New Horizon Communications Corp.	New Horizons	Customer: PRI Single Rate ICB	\$0

20-22476-100 Doc 125 Filed 04/22/20 Entered 04/22/20 13:51:33 Main Document Page 19 of 149

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
ILEC Subsidiaries of Frontier Communications Corporation	New Horizon Communications Corporation	New Horizons	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	New Horizons Communications Corp.	New Horizons	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	New-Cell, Inc. d/b/a Cellcom	New-Cell	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Newmax, LLC	Newmax, LLC	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	NexGen Integrated Communications, LLC	NexGen Integrated Communications, LLC	Customer: Frontier Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	NexGen Networks Corp	NexGen Networks Corp	Customer: Frontier Services Agreement	\$0
Frontier Communications Northwest Inc.	Next Gen Phone Systems Inc.	Next Gen Phone Systems Inc.	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Next Level Internet, Inc.	Next Level Internet, Inc.	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecommunications Company of Montana	NGA 911, L.L.C	NGA 911, L.L.C	Customer: Comprehensive	\$0
Citizens Telecom Services Company L.L.C.	Nitel Inc.	NITEL	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	Noel Communications Inc	Noel Communications Inc.	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Noel Communications, Inc.	Noel Communications Inc.	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Norcast Communications Corporation	Norcast Communications Corp.	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Norlight Telecommunications, Inc.	Norlight, Inc.	Customer: Master Services Agreement	\$0
Frontier Communications Corporation	Norlight, Inc.	Norlight, Inc.	Customer: Wholesale Advantage; Plan D3	\$0
ILEC Subsidiaries of Frontier Communications Corporation	North Atlantic Networks	North Atlantic Networks LLC	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	North County Communications Corporation	North County Communications Corporation	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Northeast Texas Broadband, LLC	Northeast Texas Broadband, LLC	Customer: Frontier Services Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Northeast Texas Broadband, LLC	Northeast Texas Broadband, LLC	Customer: EIA Ethernet Internet Access	\$0
Citizens Telecom Services Company L.L.C.	Northeast Texas Broadband, LLC	Northeast Texas Broadband, LLC	Customer: Frontier Services Agreement	\$0
Frontier Communications Northwest Inc.	Northwest Open Access Network	Northwest Open Access Network d/b/a NoaNet LLC	Customer: Interconnection	\$0
Frontier Communications Corporation	Northwest Open Access Network	Northwest Open Access Network d/b/a NoaNet LLC	Customer: PRI Single Rate ICB	\$0
Citizens Telecom Services Company L.L.C.	Northwest Open Access Network	Northwest Open Access Network d/b/a NoaNet LLC	Customer: Frontier Service Agreement - FSA	\$0

20-22476-100
 Doc 125 Filed 04/22/20 Entered 04/22/20 13:51:33
 Page 149 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
ILEC Subsidiaries of Frontier Communications Corporation	Northwest Telephone Inc.	Northwest Telephone, Inc.	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Northwest Telephone, Inc.	Northwest Telephone, Inc.	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Northwest Utilities, Inc.	Northwest Utilities, Inc.	Vendor: Construction Services Agreement	\$0
Frontier Communications Northwest Inc.	NOS Communications Inc.	NOS Communications Inc.	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	NOS Communications Inc. d/b/a International Plus	NOS Communications Inc.	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Ntegrated Solutions, LLC	Ntegrated Solutions LLC	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	NTS Communications, Inc.	NTS Communications Inc.	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	NTT Global Networks Incorporated	NTT Global Networks Incorporated	Customer: Frontier Services Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	NW Tel, LLC	NW Tel, LLC	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	NYSE TransactTools, Inc.	NYSE TransactTools, Inc.	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	O 1 Communications of Oregon LLC	O1 Communications Inc.	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	O 1 Communications of Washington LLC	O1 Communications Inc.	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	One Internet America, LLC	One Internet America, LLC	Customer: Frontier Services Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	One Internet America, LLC	One Internet America, LLC	Customer: Frontier Services Agreement	\$0
Frontier Communications Northwest Inc.	One Point Communications Colorado L.L.C. d/b/a Verizon Avenue	One Point Communications	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	One Source Networks Inc	One Source Networks, Inc.	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	One Source Networks, Inc.	One Source Networks, Inc.	Customer: Master Services Agreement	\$0
Frontier Communications Corporation	One Voice Communications, Inc.	One Voice Communications, Inc.	Customer: PRI Single Rate ICB	\$0
Frontier Communications Northwest Inc.	OneEighty Networks	OneEighty Networks	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	One Source Janitorial	One Source Janitorial	Vendor: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Neutral Tandem - Oregon, LLC	Onvoy	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Neutral Tandem, Inc.	Onvoy	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Neutral Tandem-Washington, LLC	Onvoy	Customer: Interconnection	\$0

20-22475-1001 Doc 125 Filed 04/22/20 Entered 04/22/20 13:51:33 Main Document Page 81 of 149

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Frontier Communications Northwest Inc.	Onvoy Spectrum, LLC	Onvoy	Customer: Wireless	\$0
Frontier Communications Northwest Inc.	Onvoy, LLC	Onvoy	Customer: Interconnection	\$0
Citizens Telecommunications Company of Oregon	Onvoy, LLC	Onvoy	Customer: Interconnection	\$0
Citizens Telecommunications Company of Idaho	Onvoy, LLC	Onvoy	Customer: Interconnection	\$0
Citizens Telecommunications Company of Montana	Onvoy, LLC	Onvoy	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Open Access, Inc.	Open Access, Inc.	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Optimal Home Solutions, LLC	Optimal Home Solutions, LLC	Customer: Frontier Services Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Optimal Home Solutions, LLC	Optimal Home Solutions, LLC	Customer: Frontier Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Orange Business Services U.S., Inc	Orange Business Services U.S., Inc	Customer: Frontier Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Orbis1 LLC d/b/a CoStreet Communications	Orbis1 LLC	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Oregon RSA #2 Limited Partnersmp, Oregon RSA #3 Limited Partnership, and United States Cellular Operating Company of Oregon RSA #5 Incorporated	Oregon RSA #2 Limited Partnersmp, Oregon RSA #3 Limited Partnership, and United States Cellular Operating Company of Oregon RSA #5 Incorporated	Customer: Comprehensive	\$0
Frontier Communications Northwest Inc.	Oregon Telecom Inc.	Oregon Telecom	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Origin Networks LLC d/b/a Infostructure	Origin Networks LLC d/b/a Infostructure	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Origin Networks, LLC dba Infostructure	Origin Networks, LLC dba InfoStructure	Customer: Frontier Services Agreement	\$0
Frontier Communications Northwest Inc.	Pacific Cable Construction	Pacific Cable Construction	Vendor: Construction Services Agreement	\$0
Frontier Communications Northwest Inc.	Pacific Telecom, Inc.	Pacific Telecom, Inc.	Customer: SS7 Signaling System 7	\$0
Frontier Communications Northwest Inc.	Pacific Telecommunications Solutions, Inc.	Pacific Telecommunications Solutions, Inc.	Vendor: Construction Services Agreement	\$0
Frontier Communications Northwest Inc.	Pacific Wave Communications	Pacific Wave Communications	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	PACNET INC.	PACNET INC.	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Pac-West Telecomm Inc.	Pac-West Telecomm	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	PALC Systems LLC	PALC Systems LLC	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Pavlov Media, Inc.	Pavlov Media, Inc.	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	Peerless Network of Idaho, LLC	Peerless Network of Idaho, LLC	Customer: Comprehensive	\$0

20-21475-1001
 Doc 125 Filed 04/22/20 Entered 04/22/20 13:51:35
 Page 149 of 149
 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Frontier Communications Northwest Inc.	Peerless Network of Idaho, LLC	Peerless Network of Idaho, LLC	Customer: Comprehensive	\$0
Frontier Communications Northwest Inc.	Pend Oreille Telephone Company	Pend Oreille Telephone Company	Customer: Access,EAS Measured;Toll;Memorandum of Understanding	\$0
Citizens Telecom Services Company L.L.C.	Peninsula Fiber Network, LLC	Peninsula Fiber Network, LLC	Customer: Frontier Services Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Peninsula Fiber Network, LLC	Peninsula Fiber Network, LLC	Customer: Frontier Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Perimeter Internetworking, Inc.	Perimeter Internetworking, Inc.	Customer: Master Services Agreement	\$0
Frontier Communications Corporation	Pioneer Telephone Cooperative	Pioneer Telephone Cooperative	Customer: Universal Service Fund Administration Agreement	\$0
Frontier Communications Northwest Inc.	PocketiNet Communications, Inc.	PocketiNet Communications, Inc.	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Pomeroy IT Solutions Sales Company, Inc	Pomeroy IT Solutions Sales Company, Inc	Customer: Frontier Services Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Pomeroy IT Solutions Sales Company, Inc	Pomeroy IT Solutions Sales Company, Inc	Customer: Frontier Services Agreement	\$0
Frontier Communications Corporation	Power Shift Computer Services Inc. d/b/a Power Shift Online	Power Shift Computer Services Inc.	Customer: VIST	\$0
Frontier Communications Northwest Inc.	PNG Telecommunications, Inc. d/b/a PowerNet Global Communications	PowerNet Global	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Preferred Long Distance, Inc.	Preferred Long Distance	Customer: Interconnection	\$0
Frontier Communications Corporation	Preferred Long Distance, Inc.	Preferred Long Distance	Customer: Wholesale Advantage;Plan D	\$0
Citizens Telecom Services Company L.L.C.	Preferred Long Distance, Inc.	Preferred Long Distance	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	PriorityOne Telecommunications, Inc.	PriorityOne	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	PriorityOne Telecommunications, Inc.	PriorityOne	Customer: Wholesale Advantage Services	\$0
Frontier Communications Corporation	PriorityONE Telecommunications, Inc.	PriorityOne	Customer: VIST	\$0
Citizens Telecom Services Company L.L.C.	PriorityONE Telecommunications, Inc.	PriorityOne	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Proper Connections, LLC	Proper Connections LLC	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Prospeed.net, Inc.	Prospeed.net, Inc.	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	PTI Communications, Inc.	PTI	Customer: 911;Enhanced 911	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Public Interest Networks	Public Interest Network Services Inc.	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Radix Networks LLC	Radix Networks LLC	Customer: Interconnection	\$0

20-2276-100 Doc 125 Filed 04/23/20 Pg 83 Of 148 Entered 04/23/20 13:51:33 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Citizens Telecommunications Company of Oregon	RamPaging of Oregon	RamPaging of Oregon	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	RCC Holdings Inc.	RCC Holdings Inc.	Customer: Wireless	\$0
Citizens Telecom Services Company L.L.C.	RCI Communications, Inc	RCI Communications, Inc	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	RCN New York Communications, LLC d/b/a RCN Business Solutions	RCN	Customer: Master Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Reliance Globalcom Services, Inc.	Reliance Globalcom Services, Inc.	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	US Cellular	REMOVE	Customer: Wireless	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Reynwood Communications of NY/NJ LLC	Reynwood Communications of NY/NJ LLC	Customer: Master Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Richmond 20 MHz LLC d/b/a Ntelos, Inc.	Richmond 20 MHz LLC	Customer: Master Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Richmond Connections Inc. d/b/a Richmond NetWorx	Richmond Connections Inc.	Customer: Master Services Agreement	\$0
Citizens Telecommunications Company of Oregon	Rio Communications, Inc.	Rio Communications, Inc.	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Robinson Brothers Construction	Robinson Brothers Construction	Vendor: Construction Services Agreement	\$0
Frontier Communications Corporation	Rockefeller Group Technology Solutions, Inc.	Rockefeller Group Technology Solutions, Inc.	Customer: PRI Single Rate ICB	\$0
Frontier Communications Corporation	Rural Broadband Now!, LLC	Rural Broadband Now!, LLC	Customer: VIST	\$0
Citizens Telecom Services Company L.L.C.	Rural Solutions, LLC	Rural Solutions	Customer: Frontier Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	RX3 Communications, Inc.	RX3 Communications, Inc.	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Sage Telecom, Inc. and Sage Telecom of Texas, L.P.	Sage Telecom, Inc. and Sage Telecom of Texas, L.P.	Customer: Wholesale Advantage Services	\$0
Citizens Telecom Services Company L.L.C.	SageNet LLC	SageNet LLC	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	Salish Networks, Inc.	Salish Networks, Inc.	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	South Carolina Net dba Spirit Communications	SCNet d/b/a Spirit Telecom	Customer: Frontier Services Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	South Carolina Net, Inc. d/b/a Spirit Telecom	SCNet d/b/a Spirit Telecom	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	SCS Communications and Security Inc. d/b/a North Santiam Communications, NCS TeleSystems	SCS Communications and Security Inc.	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Selectel, Inc.	SelecTel, Inc.	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	ShawneeLink, Inc.	ShawneeLink	Customer: Master Services Agreement	\$0

20-22476-1000 Doc 1255 Filed 04/22/20 Entered 04/22/20 13:51:33
 Page 84 of 149 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
ILEC Subsidiaries of Frontier Communications Corporation	Shenandoah Personal Communications and Shenandoah Mobile Company	Shenandoah Personal Communications	Customer: Master Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	SI Wireless, LLC	SI Wireless LLC	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Siafu Telecommunication, LLC	Siafu Telecommunication, LLC	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Silver Star Telecom - Washington, LLC	Silver Star	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Silver Star Telecom, LLC	Silver Star	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Silver Star Telecom, LLC	Silver Star	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Single Point Global Incorporated	Single Point Global Incorporated	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Skybeam, LLC d/b/a Rise Broadband	Skybeam, LLC d/b/a Rise Broadband	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Skyline Telecom, Inc.	Skyline Telecom, Inc.	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	SkyRider Communications, Inc.	SkyRider Communications, Inc.	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	SkyRider Communications, Inc.	SkyRider Communications, Inc.	Customer: Frontier Services Agreement - FSA	\$0
Frontier Communications Northwest Inc.	Smartrak Incorporated	Smartrak Incorporated	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	SNiP LiNK, LLC	SNiPLiNK, LLC	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Sonic Systems, Inc.	Sonic Systems, Inc.	Customer: Interconnection	\$0
Citizens Telecommunications Company of Oregon	Sonic Systems, Inc.	Sonic Systems, Inc.	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Sonicom Corporation	Sonicom Corporation	Vendor: Communication Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	South Bay Internet	South Bay Internet	Customer: Frontier Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Southern California Edison Company	Southern California Edison	Customer: Frontier Services Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Southern California Edison Company	Southern California Edison	Customer: Frontier Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Southern California Telephone Co.	Southern California Telephone Co.	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Wholesale Airtime, Inc.	Southern California Telephone Co.	Customer: Master Services Agreement	\$0
Frontier Communications Corporation	Wholesale Air-Time, Inc.	Southern California Telephone Co.	Customer: Wholesale Advantage;Plan A2;Voice Mail	\$0
Citizens Telecom Services Company L.L.C.	SPECIAL COMMUNICATIONS LLC	SPECIAL COMMUNICATIONS LLC	Customer: Frontier Services Agreement	\$0

20-22476-100
 Doc 125
 Filed 04/22/20
 Pg 95 of 149
 Entered 04/22/20 3:51:39
 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Frontier Communications Corporation	Spectravoice, Inc.	SpectraVoice Inc.	Customer: VISTA	\$0
Citizens Telecom Services Company L.L.C.	Spectrotel Holding Company LLC	Spectrotel	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	Spectrotel Inc.	Spectrotel	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Spectrotel, Inc.	Spectrotel	Customer: Wholesale Advantage Services	\$0
Frontier Communications Corporation	Spectrotel, Inc.	Spectrotel	Customer: PRI Single Rate ICB	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Splice Communications Inc	Splice Communications	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Splice Communications, Inc	Splice Communications	Customer: Frontier Services Agreement	\$0
Frontier Communications Northwest Inc.	Nextel West Corp.	Sprint	Customer: Wireless	\$0
Frontier Communications Northwest Inc.	Sprint Communications Company L.P.	Sprint	Customer: Interconnection	\$0
Navajo Communications Company, Inc.	Sprint Communications Company L.P.	Sprint	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecommunications Company of Montana	Sprint Communications Company, L.P.	Sprint	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Sprint Communications Company, LP	Sprint	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Sprint Communications Limited Partnership	Sprint	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Sprint Spectrum L.P.	Sprint	Customer: Wireless	\$0
Citizens Telecommunications Company of Idaho	Sprint Spectrum L.P.	Sprint	Customer: Wireless	\$0
Frontier Communications Corporation	St. John Telephone Company	St. John Telephone Company	Customer: Universal Service Fund Administration Agreement	\$0
Frontier Communications Northwest Inc.	Strata8 Networks, Inc.	Strata8 Networks, Inc.	Customer: Wireless	\$0
Citizens Telecom Services Company L.L.C.	Stratus Networks, Inc.	Stratus Networks Inc	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Cequel Communications, LLC d/b/a Suddenlink Communications	Suddenlink	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	SWC Telesolutions, Inc.	SWC Telesolutions, Inc.	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	SwiftTech, Inc.	SwiftTech, Inc.	Customer: Frontier Services Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	SwiftTech, Inc.	SwiftTech, Inc.	Customer: Frontier Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Syniverse Technologies Inc.	Syniverse	Customer: Master Services Agreement	\$0

20-23476-1000
 Doc 125 Filed 04/22/20 Entered 04/22/20 13:51:33
 Page 86 of 149
 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Frontier Communications Corporation	Syringa Networks LLC	Syringa Networks	Customer: Frontier Service Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Syringa Networks, LLC	Syringa Networks	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Syringa Networks, LLC	Syringa Networks	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	T3 Communications, Inc.	T3 Communications, Inc.	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Tailwind Voice & Data, Inc	Tailwind Voice & Data, Inc	Customer: Frontier Services Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Tailwind Voice & Data, Inc	Tailwind Voice & Data, Inc	Customer: Frontier Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Tata Communications (America) Inc.	Tata Communications (America) Inc.	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Tawakul, LLC	Tawakul, LLC	Customer: Frontier Services Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Tawakul, LLC	Tawakul, LLC	Customer: Frontier Services Agreement	\$0
Frontier Communications Corporation	TC3 Telecom, Inc.	TC3 Telecom Inc.	Customer: VIST	\$0
Citizens Telecom Services Company L.L.C.	Tech Needles LLC	Tech Needles LLC	Customer: Frontier Services Agreement	\$0
Frontier Communications Northwest Inc.	Technology Services Management Group, LLC	Technology Services Management Group, LLC	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Tel West Communications LLC	Tel West Communications	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Tel West Communications, LLC	Tel West Communications	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	TelconVoice, LLC	TelconVoice, LLC	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Telecom One, Inc.	Telecom One, Inc.	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Telecom Transport Management, Inc. (TTMI)	Telecom Transport Management, Inc.	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Telepak Networks, Inc. dba C Spire Fiber	Telepak Networks, Inc	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	Telephone Utilities of Oregon PTI Communications	Telephone Utilities of Oregon PTI Communications	Customer: Billing and Collection Arrangements; Message Processing; Recession Services	\$0
Frontier Communications Corporation	Telephone Utilities of Washington, Inc. PTI Communications	Telephone Utilities of Washington, Inc.	Customer: Universal Service Fund Administration Agreement	\$0
Frontier Communications Northwest Inc.	Telephone Utilities of Washington, Inc. PTI Communications	Telephone Utilities of Washington, Inc.	Customer: Billing and Collection Arrangements; Message Processing; Recession Services	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Telephonet Corp.	Telephonet Corp.	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	TeleQuality Communications, Inc.	TeleQuality Communications	Customer: Interconnection	\$0

20-22476-100
 Doc 125 Filed 04/22/20 Entered 04/22/20 15:53:53
 Page 97 of 149
 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Citizens Telecom Services Company L.L.C.	TeleQuality Communications, Inc.	TeleQuality Communications	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Telexent, Inc.	Telexent, Inc.	Customer: Frontier Services Agreement	\$0
Frontier Communications Northwest Inc.	Teliix, Inc.	Teliix, Inc.	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	TelNet Worldwide Inc	TelNet Worldwide, Inc.	Customer: Frontier Services Agreement - FSA	\$0
Frontier Communications Corporation	TelNet Worldwide, Inc.	TelNet Worldwide, Inc.	Customer: Wholesale Advantage;Plan D3;Voice Mail;Wide Wire	\$0
Frontier Communications Corporation	Telrite Corporation	Telrite Corporation	Customer: Wholesale Advantage;Plan D;Voice Mail	\$0
Frontier Communications Northwest Inc.	Telrite Corporation	Telrite Corporation	Customer: Interconnection	\$0
Frontier Communications Corporation	Tenino Telephone Company	Tenino Telephone Company	Customer: Universal Service Fund Administration Agreement	\$0
Citizens Telecom Services Company L.L.C.	Terra Nova Telecom, Inc.	Terra Nova Telecom, Inc.	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	Think 12 Corporation d/b/a Hello Depot	Think 12 d/b/a Hello Depot	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Thomas Glen Bush II dba Glen's Tech Support for Computers	Thomas Glen Bush II dba Glen's Tech Support for Computers	Customer: Frontier Services Agreement - FSA	\$0
Frontier Communications Northwest Inc.	Threshold Communications, Inc.	Threshold Communications, Inc.	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Threshold Communications, Inc.	Threshold Communications, Inc.	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	Time Warner Cable Information Services (Idaho), LLC	Time Warner	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Time Warner Cable Information Services (Washington), LLC d/b/a Time Warner Cable	Time Warner	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	T-Mobile USA Inc.	T-Mobile	Customer: Wireless	\$0
Citizens Telecom Services Company L.L.C.	T-Mobile USA Inc.	T-Mobile	Customer: Master Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	T-Mobile USA, Inc.	T-Mobile	Customer: Master Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	T-Mobile USA, Inc.	T-Mobile	Customer: Master Services Agreement;Inter	\$0
Citizens Telecommunications Company of Oregon	T-Mobile USA, Inc.	T-Mobile	Customer: Wireless	\$0
Citizens Telecommunications Company of Idaho	T-Mobile USA, Inc.	T-Mobile	Customer: Wireless	\$0
Citizens Telecom Services Company L.L.C.	TNCI Operating Company LLC	TNCI Operating Company LLC	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Corporation	Toledo Telephone Company	Toledo Telephone Company	Customer: Universal Service Fund Administration Agreement	\$0

21-22476-101 Doc 125 Filed 04/22/20 Entered 04/22/20 13:53:35 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Citizens Telecom Services Company L.L.C.	TouchTone Communications, Inc.	TouchTone	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	U.S. TelePacific Corp. d/b/a TelePacific Communications	TPx	Customer: Wholesale Advantage Services	\$0
Citizens Telecom Services Company L.L.C.	U.S. TelePacific Corp. dba TelePacific Communications	TPx	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	U.S. TelePacific Corp., Mpower Communications Corp., and Arrival Communications Inc.	TPx	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Track Utilities, LLC	Track Utilities, LLC	Vendor: Construction Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Transbeam Inc	Transbeam	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Transbeam, Inc.	Transbeam	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	Trans National Communications International, Inc.	TransNational Communications International, Inc.	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	TransNational Communications International, Inc.	TransNational Communications International, Inc.	Customer: Wholesale Advantage Services	\$0
Frontier Communications Northwest Inc.	Triarch Marketing, Inc.	Triarch Marketing, Inc.	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Tribal One Broadband Technologies d/b/a ORCA Communications	Tribal One Broadband Technologies	Customer: Interconnection	\$0
Frontier Communications Corporation	Tri-M Communications, Inc. d/b/a TMC Communications	Tri-M Communications	Customer: Wholesale Advantage; Plan D2; Voice Mail	\$0
Citizens Telecom Services Company L.L.C.	Triton Networks, LLC	Triton Networks, LLC	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Corporation	Umpqua Indian Development Corp d/b/a Rio Communications	Umpqua Indian Development Corp	Customer: PPI Single Rate ICB	\$0
Citizens Telecom Services Company L.L.C.	Unitas Global Inc.	Unitas Global Inc.	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	United Communications, Inc. d/b/a UNICOM	United Communications, Inc.	Customer: Interconnection	\$0
Frontier Communications of America, Inc.	United Online	United Online	Customer: Broadband Transport Aggregation Service	\$0
Frontier Communications of America, Inc.	United Online, Inc.	United Online	Customer: Broadband Transport Aggregation Service	\$0
ILEC Subsidiaries of Frontier Communications Corporation	United States Cellular Corporation	United States Cellular	Customer: Master Services Agreement	\$0
Citizens Telecommunications Company of Idaho	United States Cellular Corporation	United States Cellular	Customer: Wireless	\$0
Citizens Telecommunications Company of Oregon	United States Cellular Corporation	United States Cellular	Customer: Wireless	\$0
Frontier Communications Northwest Inc.	United Telephone Company of the Northwest	United Telephone Company	Customer: 911; Enhanced 911	\$0
Frontier Communications Corporation	United Telephone Company of the Northwest	United Telephone Company	Customer: Universal Service Fund Administration Agreement	\$0

20-22476-1100
 Filed 04/22/20
 Entered 04/22/20 13:53:33
 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Frontier Communications Northwest Inc.	United Telephone Company of the Northwest	United Telephone Company	Customer: Access;Meet Point Billing Arrangements	\$0
Frontier Communications Northwest Inc.	United Telephone Company of the Northwest Sprint	United Telephone Company	Customer: 911;Enhanced 911	\$0
ILEC Subsidiaries of Frontier Communications Corporation	US Signal Company, LLC	US Signal	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	US Signal Company, LLC	US Signal	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	USA Mobility Wireless, Inc.	USA Mobility	Customer: Wireless - Paging	\$0
Citizens Telecom Services Company L.L.C.	USCC Services, LLC successor in interest to United States Cellular Corporation	USCC Services, LLC successor in interest to United States Cellular Corporation	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Utility Telecom Group, LLC	Utility Telecom Group, LLC	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Utility Telecom Group, LLC	Utility Telecom Group, LLC	Customer: Master Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Valley Network Partnership	Valley Network Partnership dba ValleyNet	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	ValTech Communications LLC	ValTech	Customer: Frontier Services Agreement - FSA	\$0
Frontier Communications Corporation	Valtech Communications, LLC	ValTech	Customer: Wholesale Advantage;Plan D	\$0
Frontier Communications Corporation	ValTech Communications, LLC	ValTech	Customer: PRI Single Rate ICB	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Vanco Direct USA LLC	Vanco Direct	Customer: Master Services Agreement;Interconnection	\$0
Frontier Communications Northwest Inc.	QuantumShift Communications Inc.	vCom Solutions	Customer: Interconnection	\$0
Citizens Telecommunications Company of Oregon	Quantumshift Communications Inc. dba vCom Solutions	vCom Solutions	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	QuantumShift Communications, Inc. d/b/a vCom Solutions, Inc.	vCom Solutions	Customer: Wholesale Advantage	\$0
Frontier Communications Corporation	QuantumShift Communications, Inc. d/b/a vCom Solutions, Inc.	vCom Solutions	Customer: PRI Single Rate ICB	\$0
Frontier Communications Northwest Inc.	Quantumshift Communications, Inc. dba vCom Solutions	vCom Solutions	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Quantumshift Communications, Inc. dba vCom Solutions dba vCom Solutions	vCom Solutions	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	vCom Solutions Inc.	vCom Solutions	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Velocity, The Greatest Phone Company Ever, Inc.	Velocity, The Greatest Phone Company Ever	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	Frontier Communications Northwest Inc.	Verizon	Customer: IntraLata Access	\$0
Frontier Communications Northwest Inc.	Frontier Communications Northwest Inc.	Verizon	Customer: Meet Point	\$0

20-22475-100
 Doc 125 Filed 04/22/20 Entered 04/22/20 13:51:33
 Page 90 of 149
 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Citizens Telecommunications Company of Oregon	Frontier Communications Northwest Inc.	Verizon	Customer: Prime Saver Serv Agmt	\$0
Citizens Telecommunications Company of Oregon	Frontier Communications Northwest Inc.	Verizon	Customer: Info Services	\$0
Citizens Telecom Services Company L.L.C.	MCI Communications Services, Inc.	Verizon	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	MCImetro Access Transmission Services LLC	Verizon	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	MCImetro Access Transmission Services LLC, MCImetro Access Transmission Services of Massachusetts Inc. MCImetro Access Transmission	Verizon	Customer: Wholesale Advantage Services	\$0
Citizens Telecommunications Company of Oregon	MCImetro Access Transmission Services, LLC	Verizon	Customer: Interconnection	\$0
Frontier Communications Corporation	MCImetro Access Transmission Services, LLC, MCImetro Access Transmission Services of Virginia, Inc. and Intermedia Communications LLC	Verizon	Customer: VIST	\$0
Frontier Communications Corporation	Verizon Avenue Corp.	Verizon	Customer: VIST	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Verizon Avenue Corp. d/b/a Verizon Enhanced Communities	Verizon	Customer: Master Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Verizon Business Network Services, inc. on behalf of Verizon Global Networks Inc. and the former MCI Affiliates Verizon Long Distance LLC Verizon	Verizon	Customer: Master Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Verizon Internet Services Inc. d/b/a Verizon Internet Services	Verizon	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	XO Communications Services LLC	Verizon	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	XO Communications Services, Inc.	Verizon	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	XO Communications Services, Inc.	Verizon	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	XO Communications Services, LLC	Verizon	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	Cellco Partnership and Verizon Wireless (VAW) LLC and Cellular Inc. Financial Corporation and CommNet Cellular Inc. d/b/a Verizon Wireless	Verizon Wireless	Customer: Wireless	\$0
Frontier Communications Northwest Inc.	Cellco Partnership and Verizon Wireless LLC d/b/a Verizon Wireless	Verizon Wireless	Customer: Wireless	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Cellco Partnership d/b/a Verizon Wireless	Verizon Wireless	Customer: Wireless Number Portability	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Cellco Partnership d/b/a Verizon Wireless	Verizon Wireless	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Cellco Partnership d/b/a Verizon Wireless, a Delaware Limited Partnership	Verizon Wireless	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	Gold Creek Cellular of Montana Limited Partnership d/b/a Verizon Wireless	Verizon Wireless	Customer: Wireless	\$0
Frontier Communications Northwest Inc.	GTE Mobilnet Incorporated	Verizon Wireless	Customer: Wireless	\$0
Frontier Communications Northwest Inc.	GTE Wireless of the Pacific	Verizon Wireless	Customer: Facility Lease; Pole/Duct/Conduit Attachments	\$0

20-22476-104
 Doc 125 Filed 04/22/20 Entered 04/22/20 13:51:33
 Page 1 of 149
 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Citizens Telecommunications Company of Idaho	Verizon Wireless	Verizon Wireless	Customer: Wireless	\$0
Frontier Communications Northwest Inc.	Verizon Wireless LLC d/b/a Verizon Wireless	Verizon Wireless	Customer: Wireless	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Verosity Technology Partners, Inc.	Verosity Technology Partners, Inc.	Customer: Master Services Agreement;LES	\$0
Citizens Telecom Services Company L.L.C.	Vertex Telecom, Inc.	Vertex	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Vesta Solutions, Inc.	Vesta Solutions, Inc.	Customer: Frontier Service Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	VIP Communications Inc.	VIP Communications Inc.	Customer: Master Services Agreement	\$0
Frontier Communications Corporation	Virtela Technology Services Incorporated	Virtela Technology Services Incorporated	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Visicom Group, Inc.	Visicom Group, Inc.	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Vision Net, Inc.	Vision Net	Customer: Frontier Services Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Vision Net, Inc.	Vision Net	Customer: Frontier Services Agreement	\$0
Citizens Telecommunications Company of Montana	Vision Net Inc.	Vision Net Inc.	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Visionary Communications, Inc.	Visionary	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Vonage	Vonage	Customer: E911	\$0
Citizens Telecom Services Company L.L.C.	Vonage Business Inc.	Vonage	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Wabash Independent Networks, Inc. d/b/a Wabash Communications	Wabash Independent Networks Inc.	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	Wantel, Inc. d/b/a ComspanUSA	Wantel	Customer: Interconnection	\$0
Frontier Communications Corporation	Washington Exchange Carrier Association	Washington Exchange Carrier Association	Customer: Universal Service Fund Administration Agreement	\$0
Frontier Communications Northwest Inc.	Washington Exchange Carrier Association	Washington Exchange Carrier Association	Customer: Miscellaneous	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Wave2Wave Communications, Inc.	Wave2Wave Communications Inc.	Customer: Master Services Agreement	\$0
Citizens Telecommunications Company of Idaho	WaveSent	WaveSent	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Western Independent Networks Inc. d/b/a Western Independent Networks, WIN, WIN Signaling, WIN Switching	Western Independent Networks Inc.	Customer: Interconnection	\$0
Frontier Communications Corporation	Western Wahkiakum County Telephone Company	Western Wahkiakum County Telephone Company	Customer: Universal Service Fund Administration Agreement	\$0
Frontier Communications Northwest Inc.	Western Wireless Corporation	Western Wireless	Customer: Wireless	\$0

2022-04-19 Filed 04/20/20 Entered 04/22/20 13:51:35 Main Document
 20-23476-100 Doc 125 Filed 04/20/20 Entered 04/22/20 13:51:35 Main Document
 Page 32 of 149

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Citizens Telecommunications Company of Idaho	Western Wireless - WWC Holding Co., Inc.	Western Wireless - WWC Holding Co., Inc.	Customer: Wireless	\$0
Citizens Telecommunications Company of Montana	Western Wireless - WWC Holding Company, Inc.	Western Wireless - WWC Holding Company, Inc.	Customer: Wireless	\$0
Frontier Communications Northwest Inc.	Westgate Communications LLC	Westgate	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Westgate Communications, LLC d/b/a WeavTel	Westgate	Customer: ILEC to ILEC Interconnection	\$0
Frontier Communications Corporation	Whidbey Telephone Company	Whidbey Telephone Company	Customer: Universal Service Fund Administration Agreement	\$0
Citizens Telecom Services Company L.L.C.	Whitesky Communications, LLC	Whitesky Communications, LLC	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	WHOLESAIL NETWORKS, LLC.	WHOLESAIL NETWORKS, LLC.	Customer: Frontier Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Wholesale Bandwidth Solutions d/b/a WBS Connect	Wholesale Bandwidth Solutions	Customer: Master Services Agreement	\$0
Frontier Communications Corporation	Digizip.com, Inc.	Wholesale Carrier Services	Customer: Wholesale Advantage;Plan C;Voice Mail	\$0
Frontier Communications Corporation	Wholesale Carrier Services, Inc.	Wholesale Carrier Services	Customer: Wholesale Advantage;Plan D3;Voice Mail;Side Wire	\$0
Frontier Communications Northwest Inc.	Wholesale Carrier Services, Inc.	Wholesale Carrier Services	Customer: Interconnection	\$0
Citizens Telecom Services Company L.L.C.	Wholesale Carrier Services, Inc.	Wholesale Carrier Services	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	Wide Voice, LLC	Wide Voice	Customer: Interconnection	\$0
Frontier Communications Corporation	A.K.C. Networks, Inc., ATX Telecommunications Services of Virginia, LLC, ATX Licensing Inc. d/b/a ATX Telecommunications Services, Bridgecom	Windstream	Customer: Wholesale Advantage;Plan A2;Voice Mail	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Broadview Networks Inc.	Windstream	Customer: Master Services Agreement	\$0
Frontier Communications Corporation	Business Telecom, Inc. d/b/a BTI	Windstream	Customer: Wholesale Advantage;Plan D	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Cavalier Telephone, LLC	Windstream	Customer: Master Services Agreement	\$0
Frontier Communications Corporation	Choice One of Ohio Inc., Choice One of Pennsylvania Inc., Choice One of Rhode Island Inc., Choice One of Connecticut Inc. Choice One of Massachusetts Inc.	Windstream	Customer: Wholesale Advantage;Plan C;Voice Mail	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Deltacom Inc.	Windstream	Customer: Master Services Agreement	\$0
Frontier Communications Corporation	DeltaCom, Inc.	Windstream	Customer: Wholesale Advantage;Plan D	\$0
Citizens Telecom Services Company L.L.C.	Earthlink Business LLC	Windstream	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications of America, Inc.	EarthLink Newco f/k/a EarthLink, Inc.	Windstream	Customer: Broadband Transport Aggregation Service	\$0
Frontier Communications Northwest Inc.	McLeodUSA Telecommunications Services Inc.	Windstream	Customer: Interconnection	\$0

Filed 04/12/20 Entered 04/12/20 13:51:39
 Doc ID: 149
 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Frontier Communications Northwest Inc.	New Edge Network Inc. d/b/a New Edge Networks	Windstream	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	New Edge Network, Inc. an Earthlink Company	Windstream	Customer: Master Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	PAETEC Communications Inc., US LEC Corp., and McLeodUSA Telecommunications Services, Inc.	Windstream	Customer: Master Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	PAETEC Communications, Inc. McLeod	Windstream	Customer: Wholesale Advantage Services	\$0
Citizens Telecom Services Company L.L.C.	Windstream Communications	Windstream	Customer: Frontier Service Agreement - FSA	\$0
Citizens Telecom Services Company L.L.C.	Windstream Communications	Windstream	Customer: Frontier Services Agreement - FSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Windstream Communications, Inc.	Windstream	Customer: Master Services Agreement	\$0
Frontier Communications Northwest Inc.	WindWave Technologies Inc. d/b/a WindWave Communications	Windwave Communications	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	WINN Telecom	Winn Telecom	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Wire Star, Inc.	Wire Star, Inc.	Customer: Frontier Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Wisconsin Independent Network, LLC	Wisconsin Independent Network	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	World Communications, Inc.	World Communicatins	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	World Communications, Inc.	World Communicatins	Customer: Wholesale Advantage Services	\$0
ILEC Subsidiaries of Frontier Communications Corporation	World Communications, Inc.	World Communicatins	Customer: Master Services Agreement	\$0
Frontier Communications Corporation	WPTI Telecom LLC	WPTI Telecom	Customer: VSA	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Xchange Telecom Corp.	Xchange Telecom	Customer: Master Services Agreement	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Xpedite Systems, LLC d/b/a Premiere Global Services	Xpedite Systems	Customer: Master Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Xspology Communications, LLC	Xspology Communications, LLC	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Corporation	Yelm Telephone Company	Yelm Telephone Company	Customer: Universal Service Fund Administration Agreement	\$0
Frontier Communications Northwest Inc.	Ygnition Networks, Inc.	Ygnition Networks, Inc.	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	Ymax Communications Corp.	YMAX	Customer: Interconnection	\$0
Frontier Communications Northwest Inc.	AboveNet Communications Inc.	Zayo	Customer: Interconnection	\$0
ILEC Subsidiaries of Frontier Communications Corporation	Zayo Bandwidth Central, LLC	Zayo	Customer: Master Services Agreement	\$0

20-22476-100 Doc 125 Filed 04/22/20 Entered 04/22/20 13:51:33 Main Document Page 149

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Citizens Telecom Services Company L.L.C.	Zayo Group, LLC	Zayo	Customer: Frontier Service Agreement - FSA	\$0
Frontier Communications Northwest Inc.	2001 Sixth, LLC	2001 Sixth, LLC	Vendor: Cage Facility Lease	\$0
Citizens Telecom Services Company L.L.C.	American Telesis, Inc.	American Telesis, Inc.	Vendor: Master Service Agreement	\$0
Citizens Telecom Services Company L.L.C.	Atmosfera, Inc.	Atmosfera, Inc.	Vendor: Data Center Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	ATT Corp	ATT Corp	Vendor: AT&T NCA	\$0
Citizens Telecom Services Company L.L.C.	B2 Telecom, LLC	B2 Telecom, LLC	Vendor: Master Service Agreement	\$0
Citizens Telecom Services Company L.L.C.	Cascade Networks	Cascade Networks	Vendor: Master Service Agreement	\$0
Citizens Telecom Services Company L.L.C.	CenturyLink (CenturyTel Fiber Company - Lightcore)	CenturyLink	Vendor: Frontier Master Service Agreement	\$0
Citizens Telecom Services Company L.L.C.	CenturyLink (Level 3 Communications LLC - Licensor/ee)	CenturyLink	Vendor: Fiber License Agreement (reciprocal)	\$0
Citizens Telecom Services Company L.L.C.	CenturyLink (Level 3 Communications LLC)	CenturyLink	Vendor: ISUP Signaling Service Agreement	\$0
Citizens Telecom Services Company L.L.C.	CenturyLink (Level 3 Communications, LLC)	CenturyLink	Vendor: Level 3 Master Service Agreement	\$0
Frontier Communications Corporation	CenturyLink (Qwest Communications Corporation)	CenturyLink	Vendor: Wholesale Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	CenturyLink (Qwest Corporation)	CenturyLink	Vendor: Wholesale Data Services Agreement	\$0
Frontier Communications Corporation	Cincinnati Bell	Cincinnati Bell	Vendor: Tariff	\$0
Citizens Telecom Services Company L.L.C.	Comcast Phone, LLC	Comcast Phone, LLC	Vendor: Service Agreement	\$0
Frontier Communications Northwest Inc.	Digital 285 NW Alocek Place, LLC	Digital 285 NW Alocek Place, LLC	Vendor: Carrier Access Contract	\$0
Frontier Communications Corporation	Ellensburg	Ellensburg	Vendor: Tariff	\$0
Citizens Telecom Services Company L.L.C.	Equinix Operating Co., Inc.	Equinix Operating Co., Inc.	Vendor: Equinix Master Service Agreement	\$0
Frontier Communications Northwest Inc.	Fatbeam	Fatbeam	Vendor: Master Service Agreement	\$0
Frontier Communications Northwest Inc.	Flexential (ViaWest, Inc.)	Flexential (ViaWest, Inc.)	Vendor: Master Service Agreement	\$0
Frontier Communications Northwest Inc.	GI TC Seattle LLC (GI Property Management - Fischer)	GI TC Seattle LLC (GI Property Management - Fischer)	Vendor: Right of Entry License Agrmt	\$0
Frontier Communications Corporation	Interbel	Interbel	Vendor: Tariff	\$0
Citizens Telecom Services Company L.L.C.	Light Speed Networks, Inc.	Light Speed Networks, Inc.	Vendor: Master Service Agreement	\$0

20-22476-100 Doc# 25 Filed 04/22/20 Entered 04/22/20 13:51:33
 Page 95 of 149
 Main Document

Related Debtor Entity or Affiliate	Counterparty	Counterparty Parent	Contract Description	Estimated Cure Amount (if any)
Citizens Telecom Services Company L.L.C.	NOANET (Northwest Open Access Network)	NOANET (Northwest Open Access Network)	Vendor: Master Service Agreement	\$0
Frontier Communications Corporation	Port of Whitman County	Port of Whitman County	Vendor: Master Service Agreement	\$0
Frontier Communications of America, Inc.	Portland NAP (Pittock)	Portland NAP (Pittock)	Vendor: Right of Entry License Agrmt	\$0
Frontier Communications Northwest Inc.	Sabey - Everett Technical Park I LLC	Sabey	Vendor: License Agreement	\$0
Frontier Communications Northwest Inc.	Sabey - Everett Technical Park II LLC	Sabey	Vendor: License Agreement	\$0
Frontier Communications Northwest Inc.	Sabey - Intergate Columbia I LLC	Sabey	Vendor: License Agreement	\$0
Frontier Communications Northwest Inc.	Sabey - Intergate Quincy LLC	Sabey	Vendor: License Agreement	\$0
Frontier Communications Northwest Inc.	Sabey Datacenter LLC & International Gateway East LLC	Sabey	Vendor: License Agreement	\$0
Frontier Communications Corporation	Salish Networks	Salish Networks	Vendor: Master Service Agreement	\$0
Frontier Communications Northwest Inc.	STACK (Infomart-ASB Evergreen Data Center, LLC)	STACK	Vendor: Building Access Agreement	\$0
Citizens Telecom Services Company L.L.C.	Stratus Networks (Access2Go)	Access2Go Inc.	Vendor: Service Agreement	\$0
Citizens Telecom Services Company L.L.C.	Syringa Networks, LLC	Syringa Networks, LLC	Vendor: Master Service Agreement	\$0
Citizens Telecom Services Company L.L.C.	Verizon (MCI Worldcom Network Services, Inc.)	Verizon	Vendor: Telecommunications Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Verizon (MCI Worldcom Network Services, Inc.)	Verizon	Vendor: Digital Services Agreement	\$0
Citizens Telecom Services Company L.L.C.	Verizon (XO Communications Services, LLC)	Verizon	Vendor: Carrier Services Agreement	\$0
Frontier Communications Corporation	Whidbey Telecom	Whidbey Telecom	Vendor: tariff	\$0
Citizens Telecom Services Company L.L.C.	Wholesail Networks (Noel Communications Inc.)	Wholesail Networks (Noel Communications Inc.)	Vendor: Master Service Agreement	\$0
Citizens Telecom Services Company L.L.C.	Zayo Group, LLC	Zayo Group, LLC	Vendor: Master Service Agreement for Dark Fiber Leases	\$0
Citizens Telecom Services Company L.L.C.	Zayo Group, LLC	Zayo Group, LLC	Vendor: Wholesale Master Service Agreement	\$0
Frontier Communications Northwest Inc.	Zayo Group, LLC (Integra-ELI)	Zayo Group, LLC	Vendor: Master Service Agreement	\$0
Frontier Communications Northwest Inc.	Zayo Group, LLC (Integra-ELI)	Zayo Group, LLC	Vendor: Fiber Lease Agreement	\$0

20-22476-100
 Doc 125 Filed 04/22/20 Entered 04/22/20 13:51:33
 Page 96 of 149
 Main Document

Exhibit B

Redline

Stephen E. Hessler, P.C.
Mark McKane, P.C. (admitted *pro hac vice* ~~pending~~)
Patrick Venter
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

Chad J. Husnick, P.C.
Benjamin M. Rhode (*pro hac vice* pending)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

Proposed Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
	)	Chapter 11
)	
FRONTIER COMMUNICATIONS	)	Case No. 20-22476 (RDD)
CORPORATION, <i>et al.</i> , ¹)	
)	
Debtors.	)	(Joint Administration
	)	Requested) <u>(Jointly Administered)</u>

DEBTORS' AMENDED
MOTION
FOR ENTRY OF AN ORDER
(I) AUTHORIZING AND APPROVING
(A) THE ASSUMPTION
OF THE PURCHASE
AGREEMENT, (B) THE SALE OF THE
DEBTORS'
PACIFIC NORTHWEST ASSETS FREE AND CLEAR OF
ALL
CLAIMS, LIENS, RIGHTS, INTERESTS, AND ENCUMBRANCES,
AND (C) THE DEBTORS' ASSUMPTION OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES, (II) DISMISSING THE TRANSFERRED
SUBSIDIARIES' CHAPTER 11 CASES, AND (II) GRANTING RELATED RELIEF

¹ The last four digits of Debtor Frontier Communications Corporation's tax identification number are 9596. Due to the large number of debtor entities in these chapter 11 cases, for which the ~~Debtors have requested~~ Court has ordered joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors' ~~proposed~~ claims and noticing agent at <https://cases.primeclerk.com/ftc>. The location of the Debtors' service address for purposes of these chapter 11 cases is: 50 Main Street, Suite 1000, White Plains, New York 10606.

The above captioned debtors and debtors in possession (collectively, the “Debtors”) respectfully state the following in support of this motion (this “Motion”):

Relief Requested

1. By this Motion, the Debtors seek entry of an order (the “Order”), substantially in the form attached hereto as **Exhibit A**, (i) authorizing and approving (ii) the Debtors’ assumption of that certain Purchase Agreement, dated as of May 28, 2019, by and among Frontier Communications Corporation (“Frontier”), Frontier Communications ILEC Holdings LLC, and Northwest Fiber, LLC (the “Purchaser”) (together, the “Parties”), ~~attached to the Order as Exhibit 1~~ (the “Purchase Agreement”),² (iii) the sale of the Debtors’ equity interests in the direct and indirect subsidiaries of Frontier (collectively, the “Transferred Subsidiaries”)³ that conduct Frontier’s business in Washington, Oregon, Idaho, and Montana (such equity interests, the “Transferred Equity Interests”) free and clear of all liens, claims, interests, and encumbrances pursuant to the Purchase Agreement (collectively, and including all actions taken or required to be taken in connection with the implementation, performance, and consummation of the Purchase Agreement, the “Sale,” and the Transferred Equity Interests, together with all associated assets contemplated by the Purchase Agreement to be transferred to the Purchaser by virtue of the

² [A copy of the Purchase Agreement is attached as Exhibit 1 to Exhibit A to the Debtors’ Motion for Entry of an Order \(I\) Authorizing and Approving \(A\) the Assumption of the Purchase Agreement, \(B\) the Sale of the Debtors’ Pacific Northwest Assets Free and Clear of All Claims, Liens, Rights, Interests, and Encumbrances, and \(C\) the Debtors’ Assumption of Certain Executory Contracts and Unexpired Leases, and \(II\) Granting Related Relief \[Docket No. 22\] \(the “Sale Motion”\).](#)

Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement or the First Day Declaration (as defined herein), as applicable.

³ [The Transferred Subsidiaries and their respective chapter 11 case are as follows: \(a\) Citizens Telecommunications Company of Idaho, No. 20-22510 \(RDD\); \(b\) Citizens Telecommunications Company of Montana, No. 20-22523 \(RDD\); \(c\) Citizens Telecommunications Company of Oregon, No. 20-22547 \(RDD\); and \(d\) Frontier Communications Northwest Inc., No. 20-22500 \(RDD\) \(collectively, the “Transferred Subsidiaries Cases”\).](#)

transfer of the Transferred Equity Interests, the “Pacific Northwest Assets”), (~~e~~iii) the assumption by the Debtors of certain executory contracts and unexpired leases, as contemplated by the Purchase Agreement (collectively, the “Assumed Contracts and Leases”), ~~and (ii)(b) approving the dismissal of the Transferred Subsidiaries Cases, effective immediately prior to the Closing (as defined in the Purchase Agreement), and (c)~~ granting related relief.

2. In support of this Motion, the Debtors submit the *Declaration of Daniel Mendelow in Support of Debtors’ Motion for Entry of an Order (I) Authorizing and Approving (A) the Assumption of the Purchase Agreement, (B) the Sale of the Debtors’ Pacific Northwest Assets Free and Clear of All Claims, Liens, Rights, Interests, and Encumbrances, and (C) the Debtors’ Assumption of Certain Executory Contracts and Unexpired Leases, and (II) Granting Related Relief*, attached ~~hereto~~ as Exhibit B to the Sale Motion (the “Mendelow Declaration”), and the *Declaration of Carlin Adrianopoli in Support of Debtors’ Motion for Entry of an Order (I) Authorizing and Approving (A) the Assumption of the Purchase Agreement, (B) the Sale of the Debtors’ Pacific Northwest Assets Free and Clear of All Claims, Liens, Rights, Interests, and Encumbrances, and (C) the Debtors’ Assumption of Certain Executory Contracts and Unexpired Leases, and (II) Granting Related Relief*, attached ~~hereto~~ as Exhibit C to the Sale Motion (the “Adrianopoli Declaration”).

Jurisdiction and Venue

3. The United States Bankruptcy Court for the Southern District of New York (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated ~~February 1~~January 31, 2012 (General Order M-431). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the Court entering a final order in connection with this Motion to the

extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The statutory bases for the relief requested herein are sections 105(a), 363, [365](#), and [3651112\(b\)](#) of title 11 of the United States Code (the “Bankruptcy Code”), Bankruptcy Rules 2002 and 6004, rules 2002-1 and 6004-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), and the *Sale Guidelines for the Conduct of Asset Sales Established and Adopted by the United States Bankruptcy Court for the Southern District of New York pursuant to General Order M-383* (the “Sale Guidelines”).

Background

6. Frontier is a publicly held provider of telecommunications services and the fourth largest Incumbent Local Exchange Carrier (“ILEC”) in the United States, offering a broad portfolio of communications services for 4.1 million consumer, commercial, and wholesale customers. Through a series of acquisitions culminating with the 2016 purchase of Verizon Communications Inc.’s broadband and landline services in the states of California, Texas, and Florida (the “CTF Transaction”), the Debtors transformed in scale from a provider of services in mainly rural areas into one of the largest telecommunications businesses in the United States, with 2019 revenue of approximately \$8.1 billion.

7. In the years since the completion of the CTF Transaction, the Debtors have faced industry headwinds stemming from fierce competition in the telecommunications sector and changing consumer preferences. Moreover, shifting technology has redefined what infrastructure telecommunications companies need to excel in the industry, most notably an industry overhaul from broadband networks relying on copper cables to those relying on optical fiber. These

conditions have rendered the Debtors' approximately \$17.5 billion in outstanding funded debt unsustainable.

8. Rather than execute a liability management transaction that would at best delay maturities without addressing their capital structure in a comprehensive manner, the Debtors have negotiated with their key stakeholders. After extensive, arm's-length negotiations that played out over several months, the Debtors executed the Restructuring Support Agreement⁴ with certain holders of unsecured notes (the "Noteholder Groups"), which puts the Debtors on a path to file a plan of reorganization during the course of these chapter 11 cases that would maximize stakeholder recoveries, allow operational continuity, and ensure a viable enterprise upon emergence.

9. On April 14, 2020 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. A detailed description surrounding the facts and circumstances of these chapter 11 cases is set forth in the *Declaration of Carlin Adrianopoli, Executive Vice President of Strategic Planning, in Support of Chapter 11 Petitions and First Day Motions* [[Docket No. 3](#)] (the "First Day Declaration"), ~~filed contemporaneously with this Motion.~~

10. The Debtors continue to operate their businesses and manage their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. ~~Concurrent with~~ ~~On April 17, 2020,~~ ~~the filing of this Motion,~~ ~~Court entered an order~~ [[Docket No. 78](#)] ~~authorizing~~ the ~~Debtors filed a motion requesting joint administration and~~ procedural consolidation ~~and joint administration of these~~ ~~of the~~ chapter 11 cases pursuant to Bankruptcy Rule ~~1015(b).~~ No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

⁴ The Restructuring Support Agreement is attached as Exhibit B to the First Day Declaration (as defined herein).

Preliminary Statement

11. In July 2017, the Debtors and their advisors began evaluating strategic and capital structure alternatives to address the Debtors' burdensome balance sheet. As part of this process, the Debtors considered a number of strategic asset divestitures across multiple regions in which the Debtors operate. After consultation with their advisors, the Debtors decided that, under the right circumstances, including finding a purchaser with the financial and operational capabilities to successfully consummate a sale transaction and move through the regulatory approval process, a sale of certain assets would enhance liquidity and enable the Debtors to focus on other more valuable initiatives and markets, and, ultimately, increase shareholder value.

12. Starting in January 2018, the Debtors discussed potential non-core asset sales with multiple counterparties, signing non-disclosure agreements with sixteen parties and receiving non-binding letters of intent from six of those parties. In September 2018, the Purchaser, headed by broadband entrepreneur Steve Weed, who founded and served as CEO of Wave Broadband until its sale for \$2.5 billion in 2018, engaged with the Debtors and Evercore regarding the acquisition of certain non-core assets in the Pacific Northwest. Specifically, the Purchaser expressed interest in acquiring the Debtors' operations and associated assets in Washington, Oregon, Idaho, and Montana. As of March 31, 2019, the Debtors' operations in these states served more than 350,000 customers and accounted for approximately \$272 million of adjusted EBITDA on a trailing-twelve-months basis. Eventually, on January 7, 2019, after extensive diligence efforts by the Parties, the Debtors received a non-binding letter of intent from the Purchaser for the Pacific Northwest Assets.

13. After several months of negotiations of definitive documentation, including constant and extensive diligence efforts, on May 28, 2019, Frontier, Frontier's wholly owned

subsidiary Frontier Communications ILEC Holdings LLC, and the Purchaser executed the Purchase Agreement, which provides for a purchase price of more than \$1.352 billion, subject to customary adjustments. As is customary in the telecommunications industry, the Sale is subject to receipt of certain necessary regulatory approvals, which have all been obtained as a result of the Parties' substantial devotion of time and resources, and certain other pre-closing conditions, which the Parties are diligently working to complete. As a result of the lengthy process and delay between execution of the Purchase Agreement and consummation of the Sale, the Debtors filed these chapter 11 cases prior to consummation of the Sale, in order to effectuate the terms of a comprehensive restructuring, the terms of which are embodied in the Restructuring Support Agreement. The Debtors now seek authority to assume the Purchase Agreement pursuant to section 365 of the Bankruptcy Code and to consummate the Sale free and clear of all liens, claims, encumbrances, and interests pursuant to section 363 of the Bankruptcy Code. In connection with approval of the Sale, the Debtors also seek authority, pursuant to section 365 of the Bankruptcy Code, for the assumption of all executory contracts and unexpired leases held by the Transferred Subsidiaries as contemplated by the Purchase Agreement.

14. The Debtors request the relief herein at the earliest possible juncture in these chapter 11 cases to continue working on consummating the Sale, a process the Debtors and Purchaser have diligently pursued for over a year. Of particular relevance, in connection with the Purchase Agreement, the Purchaser has secured financing commitments that expire on May 28, 2020 (the "Outside Closing Date"). The Purchase Agreement provides that Frontier must satisfy the closing conditions set forth therein by the Outside Closing Date, as well as certain rights for the Purchaser to terminate the Purchase Agreement if the transaction does not close by such date. Given the extensive work that has been completed to date to consummate the Sale on the

targeted closing date of April 30, 2020, any interruption of the Sale process could significantly delay or endanger consummation of the Sale, which would reduce the value of the Debtors' estates. An efficient transition and consummation of the Sale would unburden the Debtors' internal resources while simultaneously enhancing the Debtors' liquidity during the pendency of these chapter 11 cases.

15. A smooth Sale process is also in the best interest of the Debtors' customers and the public in the region served by the Pacific Northwest Assets. Throughout the Sale process, the Debtors and the Purchaser have focused on the interests of the existing customer base as well as the broader public which relies on the essential services currently provided by the Debtors in the Pacific Northwest. The Purchaser's extensive telecommunications experience was a key factor in the Debtors' decision to enter into the Sale, as the Debtors recognized that the Purchaser would be capable of operating the Pacific Northwest Assets without interruption following the consummation of the Sale. Moreover, a key feature of the Sale is the Debtors agreement to provide certain services with respect to system and network transfer, as well as other customer-focused services, for a minimum of six months at no cost from consummation of the Sale (as specified in the agreement attached as Exhibit B to the Purchase Agreement, such agreement, the "Transition Services Agreement," with respect to each particular service) to ensure a smooth transition of services for the benefit of customers and communities served by the Pacific Northwest Assets. Any disruption to the structure and timing of the Sale process as contemplated would not only harm the Debtors and their estates, but the customers and public in the regions served by the Pacific Northwest Assets.

16. In the Debtors' business judgment, consummating the Sale is in the best interest of the Debtors and their estates. As set forth in the Mendelow Declaration, the terms of the Sale are

the product of extensive, arm's-length negotiations conducted in good faith by the Parties. The Purchaser is not affiliated with the Debtors and has proceeded in good faith during the Sale negotiation process. The Sale of the Pacific Northwest Assets is a key step towards effectuating the Debtors' restructuring and future business plan by reallocating resources to ease the transition to the Debtors providing enhanced broadband service. Consummation of the Sale will also result in immediate and meaningful value to the Debtors and their estates, in part due to the \$1.352 billion cash infusion (subject to customary purchase price adjustments and escrow arrangements).

17. Further, over 75% of the Holders of Senior Notes Claims are supportive of the Sale. Indeed, under the terms of the Restructuring Support Agreement, as outlined in Exhibit 1 attached thereto, the Debtors were required to file this Motion as soon as reasonably practicable. The Holders' support is indicative of the Sale's benefit to the Debtors' estates. In light of the foregoing and the extended negotiation process, the Debtors believe that proceeding with the Sale is in the best interest of the Debtors, their estates, and all parties-in-interest.

18. Additionally, upon consummation of the Sale, the equity interests of the Transferred Subsidiaries, along with all of their respective assets and liabilities, will no longer be a part of the Debtors' estates and there will be no assets or liabilities to be administered in the chapter 11 cases of the Transferred Subsidiaries. As further explained below, there will not be any post-closing claims with respect to the Transferred Subsidiaries Cases, as alleged post-closing cure costs, if any, will be brought forth against the Debtors' remaining estates and satisfied from the proceeds of the Sale and, under no circumstances, will be the responsibility of the Transferred Subsidiaries. The Debtors, therefore, request the Court dismiss the Transferred Subsidiaries Cases immediately prior to consummation of the Sale.

Overview of the Purchase Agreement

I. Material Terms of the Purchase Agreement.

~~18.~~19. The following chart summarizes the key terms and conditions of the Purchase Agreement:⁵

Purchase Agreement Provision	Summary Description
Parties	<p><u>Seller</u>: Frontier Communications Corporation</p> <p><u>Intermediate Holdco</u>: Frontier Communications ILEC Holdings LLC</p> <p><u>Purchaser</u>: Northwest Fiber, LLC</p> <p><u>Guarantors (concerning Purchaser obligations)</u>: (i) WaveDivision Capital VII, LLC; (ii) Searchlight Capital II, L.P. and Searchlight Capital II PV, L.P.; (iii) Port-aux-Choix Private Investments Inc.; (iv) IMCPE 2019 Inc.; and (v) CPP Investment Board Private Holdings (4) Inc.</p>
Purchase Price	<p>The aggregate purchase price for the Transferred Equity Interests shall be \$1,352,000,000 in cash (the "<u>Purchase Price</u>"), payable as set forth in § 1.03, including subject to satisfaction of certain conditions precedent, and subject to adjustment as provided in § 1.04, including for cash, indebtedness, working capital as compared to an agreed target, and certain pension and retiree medical liabilities, and subject to customary escrow arrangements, including a \$26.5 million indemnity escrow to serve as a source of recovery for Purchaser's indemnification claims described below. The indemnity escrow will be released 12 months following the Closing (amounts may be retained in escrow subject to then-pending claims).</p> <p>See Purchase Agreement, §§ 1.01 and 1.05.</p>
Transferred Equity Interests and Closing Deliveries	<p><u>Transfer of Equity Interests</u>. "<u>Transferred Equity Interests</u>" shall mean all of the issued and outstanding equity interests, held by Seller directly or through Intermediate Holdco, of: (a) Citizens Telecommunications Company of Idaho; (b) Citizens Telecommunications Company of Montana; (c) Citizens Telecommunications Company of Oregon; and (d) Frontier Communications Northwest Inc. (collectively, the "<u>Companies</u>").</p> <p><u>Seller's Deliveries</u>. On the Closing Date:</p> <ol style="list-style-type: none"> a. Seller and Intermediate Holdco shall deliver to Purchaser any certificates representing any certificated Transferred Equity Interests and customary instruments of transfer and assignment of the Transferred Equity Interests, in form and substance reasonably satisfactory to Purchaser, duly executed by Seller or Intermediate Holdco, as applicable; b. Seller shall deliver or cause to be delivered to Purchaser the tax certificate(s) required to be delivered pursuant to § 5.07(e);

⁵ This summary is provided for the convenience of the Court and parties-in-interest. If there are any inconsistencies between this summary and the Purchase Agreement, the terms of the Purchase Agreement shall govern in all respects. Capitalized terms used but not otherwise defined in this summary shall have the meanings set forth in the Purchase Agreement.

Purchase Agreement Provision	Summary Description
	<p>c. Seller shall deliver to Purchaser the certificate required to be delivered pursuant to § 6.02(c) (the “Seller Certificate”); and</p> <p>d. Seller shall deliver to Purchaser evidence reasonably satisfactory to Purchaser of the release and termination effective as of the Closing of (i) any Liens (other than Permitted Liens) on the Transferred Equity Interests, the Companies or any of their assets and (ii) any and all guarantees of indebtedness for borrowed money provided by any of the Companies.</p> <p><u>Purchaser’s Deliveries.</u> On the Closing Date:</p> <p>a. Purchaser shall deliver or cause to be delivered to Seller and Intermediate Holdco, payment by wire transfer of immediately available funds to bank accounts designated in writing by Seller and Intermediate Holdco at least two Business Days prior to the Closing Date, an aggregate amount equal to the Initial Closing Date Amount minus the Initial Unfunded Employee Liability Amount (with such aggregate amount to be split between such bank accounts as designated in writing by Seller); and</p> <p>b. Purchaser shall deliver to Seller the certificate required to be delivered pursuant to § 6.03(c) (the “Purchaser Certificate”).</p> <ul style="list-style-type: none"> • Further, on the Closing Date, Purchaser shall deliver to Seller, and Seller shall deliver to Purchaser, the Escrow Agreement, duly executed by Purchaser, Seller and the Escrow Agent, respectively. <p>See Purchase Agreement, Preamble, Exhibit A, § 1.03.</p>
<p>Post-Closing Purchase Price Adjustment</p>	<p>The Purchase Price will be adjusted based upon the difference between the Initial Closing Date Amount set forth in the Estimated Closing Statement (which will include estimates of Cash, Working Capital, Indebtedness, the Required Payment Amount, Change of Control Payments) to be prepared at least three Business Days prior to the Closing Date, and the Final Closing Date Amount set forth in the Final Closing Statement to be prepared within ninety calendar days of the Closing Date (subject to customary dispute resolution mechanics). The Purchase Price will be further adjusted based upon the difference between the Initial Unfunded Employee Liability Amount set forth in the Estimated Unfunded Employee Liability Statement (which will include estimates of certain unfunded employee benefit and retiree medical liability amounts) to be prepared at least three Business Days prior to the Closing Date and the Final Unfunded Employee Liability Amount set forth in the Final Unfunded Employee Liability Statement to be prepared within one hundred eighty calendar days of the Closing Date (subject to customary dispute resolution mechanics).</p> <p>See Purchase Agreement, § 1.04.</p>
<p>Representations and Warranties</p>	<p>Pursuant to the Purchase Agreement, each of Seller, Intermediate Holdco, and Buyer make certain customary representations and warranties for transactions of this nature and size, which representations and warranties are made as of the signing of the Purchase Agreement and as of the Closing.</p> <p><u>Representations Relating to Seller, Intermediate Holdco and the Transferred Equity Interests.</u> Such representations and warranties address items including, among other things, organization, authority, validity, lack of conflicts, and receipt of an opinion from Duff & Phelps, LLC.</p> <p>See Purchase Agreement, Art. II.</p>

Purchase Agreement Provision	Summary Description
	<p><u>Representations Relating to the Companies.</u> Such representations and warranties address items including, among other things, organization, capitalization, lack of conflicts, accuracy of financial statements, validity, litigation, material contracts, personal and real property, labor and employment matters, environmental matters, communications regulatory matters, and the assets and operations of the Business.</p> <p>See Purchase Agreement, Art. III.</p> <p><u>Representations Relating to the Purchaser.</u> Such representations and warranties address items including, among other things, organization, authority, validity, lack of conflicts, litigation, and financing.</p> <p>See Purchase Agreement, Art. IV.</p>
Covenants	<p>The Purchase Agreements contains customary covenants, including, among other things, conducting the Business in the ordinary course prior to Closing, providing information up to the Closing, confidentiality, use of reasonable best efforts to consummate the Sale, employee matters, taxes, publicity, non-solicitation, indemnification of directors and officers, insurance, financing, replacement of certain agreements and obligations, and certain pre-Closing transitional activities. The Purchase Agreement also includes a covenant governing the provision of certain post-Closing transitional services to be provided by Seller to Purchaser.</p> <p>See Purchase Agreement, Art. V.</p>
Conditions Precedent	<p>There shall be no applicable Law, Judgment or injunction issued by any Governmental Entity in the United States restraining or otherwise making illegal the consummation of the Sale, and all Required Regulatory Approvals shall have been obtained, in each case without the imposition of any Burdensome Condition.</p> <p>See Purchase Agreement, § 6.01.</p> <p><u>Conditions to Obligation of Purchaser.</u> Such conditions include: (a) Seller representations and warranties remaining true and correct as of the Closing Date (subject to customary exceptions and qualifications); (b) Seller performing its obligations under the Purchase Agreement in all material respects; (c) Seller delivering the Seller Certificate; (d) no Material Adverse Effect shall have occurred; (e) the Systems Standup shall have been effected; and (f) the Outside Date not having occurred (subject to customary qualifications).</p> <p>See Purchase Agreement, § 6.02.</p> <p><u>Conditions to Obligation of Seller.</u> Such conditions include: (a) Purchaser representations and warranties remaining true and correct as of the Closing Date (subject to customary exceptions and qualifications); (b) Purchaser performing its obligations under the Purchase Agreement in all material respects; (c) Purchaser delivering the Purchaser Certificate; and (d) the Outside Date not having occurred (subject to customary qualifications).</p> <p>See Purchase Agreement, § 6.03.</p>
Termination	<p>The Purchase Agreement includes customary termination provisions for both Seller and Purchaser.</p> <p>Under certain circumstances (<i>e.g.</i>, if the transaction does not close as a result of Purchaser’s debt financing becoming unavailable), Purchaser is required to pay a termination fee of \$86.125 million in cash to Seller.</p> <p>Subject to certain exceptions, either party may terminate the Purchase Agreement</p>

Purchase Agreement Provision	Summary Description
	if the Closing has not occurred on or prior to May 28, 2020. See Purchase Agreement, Art. VII.
Indemnification	<p><u>Indemnification by Seller.</u> Seller and Intermediate Holdco agree to indemnify Purchaser from losses arising from: (i) any breach of Seller or Intermediate Holdco representations or warranties or performance obligations, (ii) any Closing Indebtedness not reflected in the Final Closing Statement that should have been reflected, (iii) the Retained Credit Support Obligations, (iv) the Excluded Liabilities, and (v) any Refunded Required Payment or Unpaid Contingent Payment not paid to Purchaser and any Closing Required Payment Amount reflected in the Final Closing Statement that should not have been reflected. Seller’s indemnification obligations in respect of breaches of certain representations and warranties are subject to a Deductible (\$13.25 million), a Per Claim Threshold (\$500,000), and (subject to certain customary exceptions) a Cap (\$26.5 million).</p> <p>See Purchase Agreement, § 8.01.</p> <p><u>Indemnification by Purchaser.</u> Purchaser agrees to indemnify Seller and Intermediate Holdco from losses arising from: (i) any breach of Purchaser’s representations or warranties or performance obligations, (ii) any Closing Required Payment Amount not reflected in the Final Closing Statement that should have been reflected, (iii) the Assumed Credit Support Obligations, and (iv) the Assumed Liabilities. Purchaser’s indemnification obligations in respect of certain breaches of representations and warranties are subject to the same limitations described above with respect to Seller’s indemnification obligations in respect of breaches of representations and warranties.</p> <p>See Purchase Agreement, § 8.02.</p>
Governing Law	Delaware. See Purchase Agreement, § 9.13.

II. “Extraordinary Provisions” Under the Sale Guidelines.

~~19.20.~~ The Debtors do not believe the Purchase Agreement contains any “Extraordinary Provisions” as defined in Section I.D of the Sale Guidelines. Paragraph 3 of Section I.D requires disclosure “[i]f no auction is contemplated, the debtor has agreed to a limited no-shop or no-solicitation provision, or the debtor has otherwise not sought or is not actively seeking higher or better offers.” Although the Sale has not yet been consummated, the Parties have already executed the Purchase Agreement, which was the result of an extensive, competitive negotiating process with an unrelated third party purchaser. Accordingly, the Debtors believe Paragraph 3 is inapplicable to the Purchase Agreement, as the competitive sale process occurred prior to the

Petition Date. Nonetheless, out of an abundance of caution, the Debtors hereby disclose that no auction is contemplated by this Motion.⁶

Basis for Relief

I. The Assumption of the Purchase Agreement Should Be Approved as an Exercise of Sound Business Judgment.

~~20.21.~~ The Debtors seek authority, under section 365 of the Bankruptcy Code, to assume the Purchase Agreement. Section 365 of the Bankruptcy Code provides, in relevant part, that a debtor in possession “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a); *see also NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 521 (1984) (“This language by its terms includes all executory contracts except those expressly exempted.”). It is well established that a debtor’s decision to assume or reject an executory contract under section 365(a) of the Bankruptcy Code is a matter within the “business judgment” of the debtor. *See, e.g., In re Orion Pictures Corp.*, 4 F.3d 1095, 1099 (2d Cir. 1993); *In re Minges*, 602 F.2d 38, 43 (2d Cir. 1979); *In re Sabine Oil & Gas Corp.*, 547 B.R. 66, 71 (Bankr. S.D.N.Y. 2016), *aff’d* 567 B.R. 869 (S.D.N.Y. 2017). Under the business judgment standard, a debtor’s business decision should be approved unless that decision “derives from bad faith, whim or caprice.” *In re Helm*, 335 B.R. 528, 538 (Bankr. S.D.N.Y. 2006) (quoting *In re Cent. Jersey Airport Servs., LLC*, 282 B.R. 176, 183 (Bankr. D. N.J. 2002) (internal quotations omitted)). Indeed, when applying the “business judgment” standard, courts show great deference to the debtor’s decision-making. *See In re Riodizio, Inc.*, 204 B.R. 417, 424 (Bankr. S.D.N.Y. 1997) (“[A] court will ordinarily defer to the business judgment of the debtor’s management.”).

⁶ This list of possible “Extraordinary Provisions” (as such term is defined in the Sale Guidelines) is not intended to be an admission that any of these provisions are unusual relief in sales transactions of this nature conducted pursuant to section 363 of the Bankruptcy Code.

Further, allowing a debtor to assume executory contracts and unexpired leases under this authority is appropriate where, as here, doing so is consistent with the “two recognized policies” of chapter 11 of the Bankruptcy Code—preserving going-concern value and maximizing property available to satisfy creditors. *See Bank of Am. Nat’l Trust & Sav. Assoc. v. 203 N. LaSalle St. P’Ship*, 526 U.S. 434, 453 (1999).

~~21.~~22. After exploring various possible transactions and analyzing their potential effects on the Debtors’ estates and capital structure, the Debtors believe that assuming the Purchase Agreement is a sound exercise of their business judgment. The terms and conditions of the Purchase Agreement are favorable to the Debtors, especially in conjunction with the Debtors’ efforts to consummate a comprehensive restructuring, and the Debtors believe that the Sale is beneficial to the Debtors’ estates and will contribute to rightsizing the Debtors’ capital structure. Furthermore, the Debtors have already expended significant resources and efforts in transitioning various systems and networks to the Purchaser. The Debtors need to continue those efforts to complete a timely, efficient, and well-organized Sale. The relief requested herein will be one step in what the Debtors hope and expect will be a smooth and efficient chapter 11 process, helping to minimize administrative expenses and diminution of estate resources. Unwinding the progress made towards consummation of the Sale would require expending significant assets of the Debtors’ estates and would be detrimental to the Debtors, their creditors, estates, and other parties-in-interest.

II. The Sale Should Be Approved as an Exercise of Sound Business Judgment.

~~22.~~23. Section 363(b) of the Bankruptcy Code permits a debtor, subject to court approval, to enter into a transaction outside the ordinary course of its business so long as there is a “sound business purpose” that justifies such action. *See* 11 U.S.C. § 363(b)(1); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983) (holding that

judicial approval under section 363 of the Bankruptcy Code requires a showing that there is a good business reason); *see also In re Global Crossing Ltd.*, 295 B.R. 726, 743 (Bankr. S.D.N.Y. 2003) (same).

~~23~~24. Moreover, “[w]here the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.” *In re Johns-Manville Corp.*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (citation omitted); *see also In re Tower Air, Inc.*, 416 F.3d 229, 238 (3d Cir. 2005) (stating that “[o]vercoming the presumptions of the business judgment rule on the merits is a near-Herculean task”).

~~24~~25. When determining whether to approve a proposed sale under section 363 of the Bankruptcy Code, courts apply a business judgment test. *See, e.g., In re MF Glob. Inc.*, 535 B.R. 596, 605 (Bankr. S.D.N.Y. 2015); *Global Crossing Ltd.*, 295 B.R. at 744. For instance, in *In re Lionel Corp.*, the Court of Appeals for the Second Circuit analyzed several (non-exclusive) factors in conducting a section 363(b) analysis, including whether: (a) a sound business purpose existed that justified the sale; (b) adequate and reasonable notice was provided to interested parties; (c) the sale value obtained was fair and reasonable; and (d) the debtor acted in good faith. 722 F.2d at 1071–72.

~~25~~26. Further, section 105(a) of the Bankruptcy Code, which codifies the inherent equitable powers of the bankruptcy court, empowers the bankruptcy court to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Specifically, courts have used their power under section 105(a) of the Bankruptcy Code to, among others things, authorize a debtor’s sale of its assets outside the ordinary course. *See, e.g., In re Champion Motor Grp., Inc.*, No. 8-09-71979 AST, 2010 WL

6570553, at *1–*2 (Bankr. E.D.N.Y. Mar. 17, 2010). The use of section 105(a) of the Bankruptcy Code, also referred to as the “doctrine of necessity” rule, has long been recognized as precedent within the Second Circuit. See *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175–76 (Bankr. S.D.N.Y. 1989). The rationale for its utility—the rehabilitation of a debtor in reorganization cases—is considered the “the paramount policy and goal of Chapter 11.” *Id.* Here, the Debtors’ entry into the Purchase Agreement and sale of the Pacific Northwest Assets represents a sound exercise of the Debtors’ business judgment and will maximize the value of the estates.

A. A Sound Business Purpose Exists for the Sale.

~~26.27.~~ The Debtors have a sound business justification for effectuating the Sale. The ~~–~~\$1.352 billion Purchase Price for the Pacific Northwest Assets is the product of extensive arm’s-length negotiation and is fair and reasonable. Further, the Pacific Northwest Assets are non-core and not essential to the Debtors’ go-forward business plan. The receipt of the cash proceeds of the Sale will: (a) provide funds to assist in effectuating the Debtors’ comprehensive restructuring; and (b) constitute a significant portion of Excess Cash to be distributed to the Holders of Senior Notes, with such cash consideration a key incentive in obtaining their support of the Restructuring Support Agreement and proposed terms of the comprehensive restructuring as outlined in Exhibit 1 attached thereto. The cash proceeds, augmented by the other cost savings realized by the Sale, will therefore be utilized to maximize creditor recoveries and will further enable the Debtors to reinvest in necessary infrastructure updates, remain competitive in their core markets, and consummate the transactions contemplated in the Restructuring Support Agreement.

~~27.28.~~ The Debtors believe the Sale constitutes the highest or otherwise best offer that could be obtained for the Pacific Northwest Assets. The Sale will inure to the benefit of all parties-in-interest by providing cash to the Debtors’ estates, reducing operating expenses, and permitting reinvestment that will augment the value of the Debtors’ estates. Moreover, the

Purchaser is not an insider, but rather an unaffiliated third party, and the parties have proceeded in good faith at all times during the Sale process. In light of the foregoing, the Debtors believe the Sale represents a sound exercise of their business judgment.

B. Adequate and Reasonable Notice of the Sale Will Be Provided.

~~28.29.~~ The Debtors' prepetition negotiation process and the notice provided through this Motion constitute adequate and reasonable notice of the Sale. The Debtors' creditors and parties-in-interest were apprised of the Purchase Agreement and Sale process prior to the Petition Date by virtue of the public notice given during the negotiation and sale process, including online reports from Bloomberg, S&P Global, and *The Seattle Times* as well as the SEC disclosure issued by the Debtors upon entering into the Purchase Agreement.⁷ ~~Moreover~~Additionally, the Debtors' creditors, including the Holders of Senior Notes, are supportive of the transaction. *See* Restructuring Support Agreement, § 5.01(b)(vii). *In response to issues raised at the Debtors' April 16 hearing regarding the motion to shorten notice with respect to the Debtors' Motion to Schedule an Expedited Hearing and Shorten the Notice Period with Respect to the Debtors' Motion to Sell the Pacific Northwest Assets Free and Clear of all Claims, Liens, Rights, Interests, and Encumbrances, and the Debtors' Assumption of Certain Executory Contracts and Leases* [Docket No. 20], the Debtors have reviewed their books and records and will provide notice of this amended Motion to over 1,000 additional parties with contractual agreements subject to the Purchase Agreement (the "Contract Counterparties").

C. The Sale and Purchase Price Reflect a Fair Value Transaction.

~~29.30.~~ The Purchase Price represents a fair and reasonable value for the Pacific Northwest Assets. A court-approved auction process is not required to prove it so under the Bankruptcy

⁷ Frontier Communications Corp., Entry Into a Definitive Material Agreement (Form 8-K) (May 25, 2019).

Code, Bankruptcy Rules, or Local Rules. *See, e.g., In re The Great Atl. & Pac. Tea Co., Inc.*, 544 B.R. 43, 49–50 (Bankr. S.D.N.Y. 2016) (“[T]here is no rule that . . . asset sales are . . . conditioned on such a requirement [a formal auction], which does not appear in the Bankruptcy Code or Bankruptcy Rules. The Bankruptcy Court for the Southern District of New York’s *Guidelines for the Conduct of Asset Sales* . . . stat[e] that . . . the Court does not express a preference for public sales over private sales as a means to maximize the sale price.”) (internal citations and quotations omitted). As discussed in greater detail in the Mendelow Declaration, the Sale was subject to an extensive negotiation process over several months and resulted in a Purchase Price that is fair and reasonable. Mendelow Declaration ¶¶ 8, 10.

D. The Sale Has Been Proposed in Good Faith Without Collusion and the Purchaser Is a “Good Faith Purchaser”.

~~30.~~31. While the Bankruptcy Code does not define “good faith,” the Second Circuit has held that a purchaser’s good faith is shown by the integrity of its conduct during the course of the sale proceedings, with a lack of integrity suggesting a lack of good faith. *See, e.g., In re Gucci*, 126 F.3d 380, 390 (2d Cir. 1997) (a purchaser’s good faith is lost by “fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders”) (internal citations omitted).

~~31.~~32. Section 363(m) of the Bankruptcy Code provides that: “[t]he reversal or modification on appeal of an authorization . . . of a sale . . . does not affect the validity of a sale . . . to an entity that purchased . . . such property in good faith.” 11 U.S.C. § 363(m). Conversely, a lack of good faith may lead to a sale being avoided under section 363(n) of the Bankruptcy Code. *See* 11 U.S.C. § 363(n) (“The trustee may avoid a sale under this section if the sale price was controlled by an agreement among potential bidders at such sale, or may recover from a party to

such agreement any amount by which the value of the property sold exceeds the price at which such sale was consummated.”).

~~32.33.~~ 33. The Purchaser is a “good faith purchaser” and negotiated the Purchase Agreement with the Debtors in good faith. *See* Mendelow Declaration ¶¶ 11, 13. The parties, both experienced and sophisticated players in the telecommunications industry, entered into the Purchase Agreement in good faith after extensive, arm’s-length negotiations, during which both parties were represented by competent counsel and had similar bargaining positions. Additionally, there is no indication of any “fraud, [or] collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders” or similar conduct that would cause or permit the Sale or Purchase Agreement to be avoided under section 363(n) of the Bankruptcy Code. Accordingly, the Purchaser should be entitled to the full protections of section 363(m) of the Bankruptcy Code.

E. The Sale of the Pacific Northwest Assets Should Be Approved “Free and Clear” Under Section 363(f) of the Bankruptcy Code.

~~33.34.~~ 34. Section 363(f) of the Bankruptcy Code permits a debtor to sell property free and clear of another party’s interest in the property if: (a) applicable nonbankruptcy law permits such a free and clear sale; (b) the holder of the interest consents; (c) the interest is a lien and the sale price of the property exceeds the value of all liens on the property; (d) the interest is in bona fide dispute; or (e) the holder of the interest could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. *See* 11 U.S.C. § 363(f). Here, the parties to the Restructuring Support Agreement explicitly consented to approval of the Sale free and clear of their respective security interests in Frontier Communications Northwest, Inc., the only Transferred Subsidiary that is an obligor on Frontier’s secured debt, and they entered into restructuring negotiations with the Debtors prior to the Petition Date with the knowledge that the

Debtors planned to consummate the transaction after the chapter 11 filing. As such, the Court may authorize the Sale free and clear of such parties' interest in the subject property pursuant to section 363(f)(2) of the Bankruptcy Code. *See, e.g., In re GSC, Inc.*, 453 B.R. 132, 183 (Bankr. S.D.N.Y. 2011) (“Consent under section 363(f)(2) is also established where an agent for a group of lenders properly consents on behalf of all lenders.”).

III. Assumption of the Contracts and Leases Should Be Approved.

A. The Assumption of the Contracts and Leases Reflects Sound Business Judgment.

34.35. Assumption of the Assumed Contracts and Leases by the Transferred Subsidiaries in connection with the Sale reflects the Debtors' sound business judgment. *See Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1099 (2d Cir. 1993) (holding that the purpose behind allowing assumption under section 365(a) of the Bankruptcy Code is to permit the debtor, subject to the approval of the court, to use valuable property of the estate). In the Second Circuit, a motion to assume an executory contract is considered a summary proceeding, whereby courts efficiently review a “debtor’s decision to adhere to a particular contract in the course of the swift administration of the bankruptcy estate.” *Id.* In conducting such review, a bankruptcy court should “examine a contract and the surrounding circumstances and apply its best ‘business judgment’ to determine if it would be beneficial or burdensome to the estate to assume it.” *Id.* (stating that the court “sits as an overseer of the wisdom with which the bankruptcy estate’s property is being managed”). In other words, the Court must place itself in the position of the Debtors and determine “whether assuming the contract would be a good business decision or a bad one.” *In re Penn Traffic Co.*, 524 F.3d 373, 383 (2d Cir. 2008). If a debtor’s business judgment has been exercised reasonably, the court should approve the assumption of an executory contact. *See In re Great Atl. & Pac. Tea Co., Inc.*, 472 B.R. 666, 674

(S.D.N.Y. 2012) (“[A]s long as assumption . . . appears to enhance a debtor’s estate, Court approval . . . to assume the lease should only be withheld if the debtor’s judgment is clearly erroneous, too speculative, or contrary to the provisions of the Bankruptcy Code.”).

~~35.36.~~ Here, [the Transferred Subsidiaries](#) assuming the Assumed Contracts and Leases in connection with the Sale reflects the Debtors’ sound business judgment. The Assumed Contracts and Leases—which include, among other things, certain customer and supplier contracts and relationships, domestic and international wireless radio licenses, regulatory licenses and certifications, and intellectual property agreements—are integral to the operations of the Transferred Subsidiaries. The Debtors’ [and Transferred Subsidiaries’](#) agreement to assume the Assumed Contracts and Leases was necessary to induce the Purchaser to agree to the transaction and the Purchase Price of \$1.352 billion for the Pacific Northwest Assets. The assumption is expressly contemplated by the Purchase Agreement in connection with the Sale, which is beneficial to the Debtors and their estates. *See, e.g.*, Purchase Agreement, § 5.23. Accordingly, the assumption of the Assumed Contracts and Leases [by the Transferred Subsidiaries](#) should be approved as an exercise of the Debtors’ sound business judgment.

B. Defaults Under the Assumed Contracts and Leases Will Be Cured Through the Sale.

~~36.37.~~ To assume a contract pursuant to section 365(b) of the Bankruptcy Code, a debtor must cure, or provide adequate assurance of prompt cure of, any prepetition defaults under the executory contract, compensate parties for pecuniary losses arising therefrom, and provide adequate assurance of future performance thereunder. *See* 11 U.S.C. § 365(b). These requirements “attempt[] to strike a balance between two sometimes competing interests, the right of the contracting nondebtor to get the performance it bargained for and the right of the debtor’s

creditors to get the benefit of the debtor's bargain." *Matter of Luce Indus., Inc.*, 8 B.R. 100, 107 (Bankr. S.D.N.Y. 1980).

~~37.38.~~ Here, the statutory requirements of section 365(b)(1)(A) of the Bankruptcy Code will promptly be satisfied because the Debtors will cure all defaults associated with, or required to properly assume, the Assumed Contracts and Leases. The Debtors believe that if any defaults exist that must be cured, such cure will be achieved fairly, efficiently, properly, and consistently with the Bankruptcy Code. In conjunction with or following the Closing, the Debtors will pay all identified and outstanding pre-Closing obligations under the Assumed Contracts and Leases, and will perform all of their undisputed prepetition obligations associated with the assumption of any Assumed Contract or Lease. Therefore, the proposed cure amount for each of the Assumed Contracts and Leases is \$0.00. However, the Debtors anticipate that certain disputes under the Assumed Contracts and Leases relating to pre-Closing obligations will be identified post-Closing; any such liabilities will be satisfied from the Sale proceeds. Further, in the event of a dispute between the Debtors and the counterparty to any Assumed Contract and Lease with respect to cure costs,⁸ (a) the Debtors propose that they will promptly pay the appropriate amount, following the earlier of: (i) the date on which the Debtors reach agreement on the amount of the cure costs with the applicable counterparty; or (ii) the date specified in a final and non-appealable order entered by the Court determining such amount; and (b) the applicable counterparty shall retain rights to assert a claim against the Debtors, subject to applicable law. Any liability on account of such disputes will be satisfied from the proceeds of the Sale. Further, for the avoidance of doubt, the Debtors do not propose that any cure costs be due from the Purchaser or its property, including the

⁸ A schedule of the identified counterparties to the Assumed Contracts and Leases is attached hereto as Exhibit B. The Debtors request that the Court schedule any such dispute, with the counterparties listed in Exhibit B or otherwise, over the appropriate cure amount with respect to any Assumed Contract or Lease at some later date.

Transferred Subsidiaries.

~~38.~~39. Similarly, the requirement of section 365(b)(1)(C) of the Bankruptcy Code—adequate assurance of future performance—is also satisfied here. “The phrase ‘adequate assurance of future performance’ adopted from section 2-609(1) of the Uniform Commercial Code, is to be given a practical, pragmatic construction based upon the facts and circumstances of each case.” *Matter of U.L. Radio Corp.*, 19 B.R. 537, 542 (Bankr. S.D.N.Y. 1982). Although no single solution will satisfy every case, the required assurance will fall short of an absolute guarantee of performance. *Matter of Luce Indus., Inc.*, 8 B.R. at 107; *see also In re Great Atl. & Pac. Tea Co.*, 472 B.R. at 675 (“a debtor need not provide “an absolute guarantee of performance”). Adequate assurance may be given by demonstrating the assignee’s financial health and experience in managing the type of enterprise or property assigned. *See, e.g., In re Bygaph, Inc.*, 56 B.R. 596, 605–06 (Bankr. S.D.N.Y. 1986) (adequate assurance of future performance present where a prospective assignee has financial resources to perform and has expressed a willingness to devote sufficient funding to its business to do so).

~~39.~~40. Here, the Transferred Subsidiaries assuming the Assumed Contracts and Leases will be transferred to and operated by the Purchaser. The Purchaser’s owners, management, and investors are experienced in, and have institutional knowledge of, the telecommunications industry. As noted previously, the Purchasers will benefit from the experience of Steve Weed and the Purchaser’s management team, who have extensive knowledge of the industry gained through experience operating and growing a telecommunications company in the Pacific Northwest region. Further, as set forth in the Mendelow Declaration, the Debtors have evaluated the Purchaser’s financial wherewithal as part of its negotiations to enter into the Purchase Agreement, including thorough review of the Purchaser’s financial credibility and willingness and ability to perform

under the Assumed Contracts and Leases, and believe the Purchaser is financially capable of causing the Transferred Subsidiaries to satisfy their respective obligations under the Assumed Contracts and Leases. Notably, the Purchaser has made financial commitments in Washington and Oregon to invest approximately \$100 million in expanding and improving the network infrastructure in those states. Moreover, the Sale has been approved by regulators, including the Federal Communications Commission and several state public utility commissions, who considered the Purchaser's financial, managerial, and technical capability to operate the Transferred Subsidiaries and the extensive experience of the Purchaser in building and operating advanced fiber-based communications assets in the Pacific Northwest. As such, the Purchaser is equipped to step into the Debtors' position as operator of the Transferred Subsidiaries.

IV. The Court Should Approve Dismissal of the Transferred Subsidiaries Cases.

A. Dismissal of the Transferred Subsidiaries Cases is Warranted Under Section 1112(b) of the Bankruptcy Code.

41. Pursuant to section 1112(b) of the Bankruptcy Code, a court shall “convert a case under this chapter to a case under chapter 7 or dismiss a case under this chapter, whichever is in the best interests of creditors and the estates, for cause unless the court determines that the appointment under section 1104(a) of a trustee or an examiner is in the best interests of creditors and the estate.” 11 U.S.C. § 1112(b) (emphasis added). A determination of “cause” under section 1112(b) is made by courts on a case-by-case basis. See *In re Albany Partners, Ltd.*, 749 F.2d 670, 674 (11th Cir. 1984). The legislative history of section 1112(b) of the Bankruptcy Code and relevant case authority indicate that a court has wide discretion to use its equitable powers in dismissing a debtor's case. See H.R. Rep. No. 595, 95th Cong., 1st Sess. 405 (1977) (stating that the court has “wide discretion” to dismiss the case if in the best interests of creditors); S. Rep. No. 989, 95th Cong., 2d Sess. 117 (1978), reprinted in 1978 U.S.C.C.A.N. 5787, 5903

(same); see also *In re Woodbrook Assocs.*, 19 F.3d 312, 316 (7th Cir. 1994) (“A bankruptcy court has broad discretion under 11 U.S.C. § 1112(b) to dismiss a chapter 11 case for cause.”); *In re Sullivan Cent. Plaza I, Ltd.*, 935 F.2d 723, 728 (5th Cir. 1991) (stating that a determination of whether cause exists under section 1112(b) of the Bankruptcy Code “rests in the sound discretion” of the bankruptcy court). In addition, “[w]hen a bankruptcy judge is asked to dismiss or convert a case under section 1112(b), he or she should consider which option best protects the interests of all the creditors.” *In re Brauer*, 80 B.R. 903, 911 (N.D. Ill. 1987) (internal citation omitted). The Court is “not required to articulate expressly why dismissal [is] preferable to conversion.” *Id.* at 912.

42. Section 1112(b) of the Bankruptcy Code provides a nonexclusive list of sixteen grounds for dismissal of a chapter 11 case. 11 U.S.C. §§ 1112(b)(4)(A)–(P). See also *In re Frieouf*, 938 F.2d 1099, 1102 (10th Cir. 1991) (stating that the list in section 1112(b) of the Bankruptcy Code is non-exhaustive). Among other grounds, section 1112(b)(4)(M) of the Bankruptcy Code provides that dismissal is appropriate where a party in interest shows that there is an inability to effectuate a chapter 11 plan. The inability to effectuate a plan arises when, among other things, the “core” for a workable chapter 11 plan “does not exist.” *In re Preferred Door Co.*, 990 F.2d 547, 549 (10th Cir. 1993); *In re Original IFPC Shareholders, Inc.*, 317 B.R. 738, 743–49 (Bankr. N.D. Ill. 2004) (noting that issues to be evaluated when determining a debtor’s inability to effectuate a plan include the existence of a viable business enterprise).

43. Once a court determines that cause exists to dismiss a chapter 11 case, the court must also evaluate whether dismissal is in the best interests of the estate and its creditors. See *In re Superior Siding & Window, Inc.*, 14 F.3d 240, 243 (4th Cir. 1994); *In re Mazzocone*, 183 B.R. 402, 411 (Bankr. E.D. Pa. 1995) *aff’d*, 200 B.R. 568 (E.D. Pa. 1996); *In re Warner*, 83 B.R. 807, 809

(Bankr. M.D. Fla. 1988). A dismissal of a chapter 11 case meets the best interests of creditors test where a debtor has nothing left to reorganize and the debtor's assets are fixed and liquidated. See IFPC Shareholders, 317 B.R. at 753–54 (dismissing case where conversion to chapter 7 “would not serve any substantial purpose”); In re Brogdon Inv. Co., 22 B.R. 546, 549 (Bankr. N.D. Ga. 1982) (dismissing chapter 11 case in part where there was “simply nothing to reorganize” and no reason to continue the reorganization).

44. The Transferred Subsidiaries Cases, immediately prior to closing of the Sale, meet the standard for dismissal pursuant to section 1112(b) of the Bankruptcy Code. First, due to the closing, the Transferred Subsidiaries Cases will no longer have any entities, assets, or liabilities therein, as those will imminently be transferred to the Purchaser. Accordingly, from a practical perspective, there would be no assets to distribute and no liabilities to address under a chapter 11 plan. Additionally, no parties-in-interest will be prejudiced by the dismissal of the Transferred Subsidiaries Cases. The claims against the Transferred Subsidiaries will be transferred to the Purchaser by virtue of the equity interests being transferred, and any cure costs will remain the responsibility of the Debtors, to be satisfied from the proceeds of the Sale in accordance with the cure process in paragraph 38 herein. Further, continuing the Transferred Subsidiaries Cases will only be an administrative burden and expense, and therefore dismissal of such cases is in the best interests of the Debtors, their creditors, and other parties-in-interest. For the same reasons, dismissal, as opposed to conversion, is appropriate for the Transferred Subsidiaries Cases. In sum, the Debtors believe they have met their burden of proof to show that cause exists to dismiss the Transferred Subsidiaries Cases under section 1112(b) of the Bankruptcy Code.

B. The Order Dismissing the Transferred Subsidiaries Cases Should Preserve the Finality of Applicable Orders Entered In These Chapter 11 Cases.

45. Although these chapter 11 cases are recent, the Debtors wish to preserve their rights

with respect to the orders that have been or may be entered in the Transferred Subsidiaries Cases, including the order approving this Motion. Unless the Court orders otherwise, the default provisions of section 349(b) of the Bankruptcy Code could unravel such orders. To preserve the finality of Transferred Subsidiaries' chapter 11 processes, the dismissal of the Transferred Subsidiaries Cases should not affect the finality and/or *res judicata* effect of any settlements, stipulations, or any orders entered by the Court during the Transferred Subsidiaries Cases prior to the dismissal thereof. Furthermore, any motions, notices, objections, responses, adversary proceedings, contested matters, or other pleadings or filings that are or may be made during the course of the Transferred Subsidiaries Cases that have not been decided prior to the dismissal of the Transferred Subsidiaries Cases should be denied, dismissed, and/or overruled with prejudice.

46. The Debtors and Transferred Subsidiaries submit that sufficient cause exists for the Court to use its authority pursuant to section 349(b) of the Bankruptcy Code to order that: (a) all orders entered during the Transferred Subsidiaries Cases shall remain binding and in full force and effect for purposes of *res judicata* and otherwise; (b) all settlements approved by the Court and stipulations filed with the Court shall remain binding and in full force and effect; (c) all judgments, findings of fact, and conclusions of law made by the Court in the Transferred Subsidiaries Cases shall remain in full force and effect; (d) the assets of the Transferred Subsidiaries or their estates shall be reinstated or revested in the Transferred Subsidiaries upon dismissal; and (e) the effect of section 349 of the Bankruptcy Code shall otherwise be modified to implement the dismissal of the Transferred Subsidiaries Cases. By modifying the default provisions of section 349 of the Bankruptcy Code, the Court will leave uninterrupted the Debtors' remaining chapter 11 cases.

Waiver of Bankruptcy Rules 6004(a) and 6004(h)

~~40.~~47. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and

that the Debtors have established cause to exclude such relief from the fourteen-day stay period under Bankruptcy Rule 6004(h).

Motion Practice

~~41.~~48. This Motion includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated and a discussion of its application to this Motion. Accordingly, the Debtors submit that this Motion satisfies Local Rule 9013-1(a).

Notice

~~42.~~49. The Debtors will provide notice of this Motion to the following parties and/or their respective counsel, as applicable: (a) United States Trustee for the Southern District of New York; (b) the holders of the fifty largest unsecured claims against the Debtors (on a consolidated basis); (c) the agent under the proposed postpetition debtor in possession financing facility; (d) the administrative agents and indenture trustees under the Debtors' prepetition credit agreement and note indentures; (e) Akin Gump Strauss Hauer & Feld LLP and Milbank LLP, counsel to the Noteholder Groups; (f) the Pension Benefit Guaranty Corporation; (g) the United States Attorney's Office for the Southern District of New York; (h) the Internal Revenue Service; (i) the United States Securities and Exchange Commission; (j) the attorneys general in the states where the Debtors conduct their business operations; (k) the Federal Communications Commission; (l) Paul, Weiss, Rifkind, Wharton & Garrison LLP, counsel to Purchaser; [\(m\) the Contract Counterparties](#); and ~~(n)~~ any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

50. No prior request for the relief sought in this Motion has been made to this or any other court.

|

WHEREFORE, the Debtors respectfully request entry of the Order, substantially in the form attached hereto as **Exhibit A**, (a) granting the relief requested herein and (b) granting such other relief as is just and proper.

Dated: April 15~~22~~20, 2020
New York, New York

/s/ Stephen E. Hessler

Stephen E. Hessler, P.C.

Mark McKane, P.C. (admitted *pro hac vice* ~~pending~~)

Patrick Venter

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

- and -

Chad J. Husnick, P.C.

Benjamin M. Rhode (*pro hac vice* pending)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

300 North LaSalle Street

Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

Proposed Counsel to the Debtors and Debtors in Possession

Exhibit A

Proposed Sale Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
	)	Chapter 11
)	
FRONTIER COMMUNICATIONS	)	Case No. 20-22476 (RDD)
CORPORATION, <i>et al.</i> , ¹)	
)	
Debtors.	)	(Joint Administration Requested) <u>(Jointly Administered)</u>
)	

ORDER

**(I) AUTHORIZING AND APPROVING
(A) THE ASSUMPTION OF THE PURCHASE AGREEMENT, (B) THE SALE OF THE DEBTORS'**

PACIFIC NORTHWEST ASSETS FREE AND CLEAR OF ~~ALL~~ ALL CLAIMS, LIENS, RIGHTS, INTERESTS, AND ENCUMBRANCES, AND (C) THE DEBTORS' ASSUMPTION OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, ~~AND (II) DISMISSING THE TRANSFERRED SUBSIDIARIES' CHAPTER 11 CASES, AND (III)~~ GRANTING RELATED RELIEF

Upon the motion (the "Motion") of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order")²: (i) authorizing and approving (ii) the Debtors' assumption of that certain Purchase Agreement, dated as of May 28, 2019, by and among Frontier, Frontier Communications ILEC Holdings LLC, and Northwest Fiber, LLC

¹ The last four digits of Debtor Frontier Communications Corporation's tax identification number are 9596. Due to the large number of debtor entities in these chapter 11 cases, for which the ~~Debtors have requested~~ Court has ordered joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors' ~~proposed~~ claims and noticing agent at <https://cases.primeclerk.com/ftc>. The location of the Debtors' service address for purposes of these chapter 11 cases is: 50 Main Street, Suite 1000, White Plains, New York 10606.

² Capitalized terms used in this Order and not immediately defined have the meanings given to such terms in the Motion or the Purchase Agreement, as applicable.

(the “Purchaser”), attached ~~hereto~~ as Exhibit 1 to Exhibit A of the Sale Motion (the “Purchase Agreement”), (bii) the sale of the Debtors’ equity interests in ~~the~~those certain direct and indirect subsidiaries of Frontier (collectively, the “Transferred Subsidiaries”)³ that conduct Frontier’s business in Washington, Oregon, Idaho, and Montana (such equity interests, the “Transferred Equity Interests”) free and clear of all liens, claims, interests, and encumbrances pursuant to the Purchase Agreement (collectively, and including all actions taken or required to be taken in connection with the implementation, performance, and consummation of the Purchase Agreement, the “Sale”, and the Transferred Equity Interests, together with all associated assets contemplated by the Purchase Agreement to be transferred to the Purchaser by virtue of the transfer of the Transferred Equity Interests, the “Pacific Northwest Assets”), (eiii) the assumption by the Debtors of certain executory contracts and unexpired leases, as contemplated by the Purchase Agreement (collectively, the “Assumed Contracts and Leases”), (b) approving the dismissal of the Transferred Subsidiaries Cases, effective immediately prior to the Closing, and (hc) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. ~~§~~ §§ 157(a)-(b) and 1334(b) and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated ~~February 1~~January 31, 2012; ~~and,~~ as a core proceeding pursuant to 28 U.S.C. § 157(b) that this Court ~~having authority to~~may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue ~~of this proceeding and the Motion~~ in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having

³ The Transferred Subsidiaries and their respective chapter 11 case are as follows: (a) Citizens Telecommunications Company of Idaho, No. 20-22510 (RDD); (b) Citizens Telecommunications Company of Montana, No. 20-22523 (RDD); (c) Citizens Telecommunications Company of Oregon, No. 20-22547 (RDD); and (d) Frontier Communications Northwest Inc., No. 20-22500 (RDD) (collectively, the “Transferred Subsidiaries Cases”).

found that ~~this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that the relief requested in the Motion is in the best interest of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that~~ the Debtors' notice of the Motion Motion's request for relief and opportunity for a hearing ~~on the Motion~~ thereon were appropriate under the circumstances and no other notice thereof need be provided; and ~~this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a~~ upon the record of the hearing, ~~if any, before this Court (the "Hearing"); and held by the Court on April 24, 2020 and all of the proceedings herein; and, after due deliberation,~~ this Court having determined that the legal and factual bases set forth in the Motion and at the Hhearing establish just good and sufficient cause for the relief granted herein; ~~and all objections, if any, to the relief granted herein having been withdrawn or overruled; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,~~ provides a material net benefit to the Debtors' estates and creditors after taking into account the Bankruptcy Code's priority scheme, and for the other reasons stated by the Court in its bench ruling at the hearing; now, therefore, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The Debtors are authorized to assume, and perform under, the Purchase Agreement and other Transaction Documents (as defined in the Purchase Agreement), including, without limitation, all exhibits and schedules attached to the Purchase Agreement, including, without limitation, the Transition Services Agreement. Except as otherwise provided herein, the Assumed Contracts and Leases are deemed assumed by the applicable Transferred Subsidiary in accordance with, and subject to the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code.

3. The Purchase Agreement, all of the terms and conditions thereof, all of the transactions contemplated therein, and all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement and the other Transaction Documents, are approved in all respects. The failure specifically to include any particular provision of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement be authorized and approved in its entirety.

4. The Purchase Agreement, and the consummation of the Sale contemplated thereby, is in the best interest of the Debtors, their respective creditors, estates, and other parties-in-interest. The Debtors have demonstrated good, sufficient, and sound business reasons and justifications for entering into the Sale and the performance of their obligations under the Purchase Agreement.

5. The Debtors, consistent with the terms of the Restructuring Support Agreement, are authorized to: (a) continue taking any and all actions necessary or appropriate to perform, consummate, implement and close the Sale in accordance with the terms and conditions set forth in the Purchase Agreement and this Order; (b) to the extent applicable, assume the Assumed Contracts and Leases through one or more the Transferred Subsidiaries as contemplated by the Purchase Agreement; and (c) take all further actions and execute and deliver the Purchase Agreement and any and all additional instruments and documents that may be (i) reasonably requested by the Purchaser for the purpose of assigning, transferring, granting, conveying, and conferring to the Purchaser the Pacific Northwest Assets, (ii) necessary, appropriate, or desirable to the performance of the obligations contemplated by the Purchase Agreement, or (iii) as may be reasonably requested by the Purchaser to implement the Purchase Agreement and consummate the Sale in accordance with the terms thereof, all without further order of the Court. Each party to the

Purchase Agreement and any other Transaction Documents are hereby authorized to perform each of their covenants and undertakings as provided in the Purchase Agreement and the other Transaction Documents without further order of the Court. The Purchaser and the Debtors shall have no obligation to close the Sale except as is contemplated and provided for in this Order or the Purchase Agreement.

6. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with, or which would be inconsistent with, the ability of the Debtors to transfer the Pacific Northwest Assets to the Purchaser in accordance with the Purchase Agreement and this Order; *provided, however*, that the Debtors shall not be responsible for any defense or other costs associated with the enforcement of the foregoing, except as expressly set forth in the Purchase Agreement.

7. Nothing in any order of the Court or contained in any plan of reorganization or liquidation confirmed in the chapter 11 case, or in any subsequent or converted case of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code, shall conflict with or derogate from the provisions of the Purchase Agreement or the terms of this Order.

Sale and Transfer Free and Clear of Liens, Claims, Interests, and Encumbrances

8. At Closing, in accordance with the Purchase Agreement, all of the Debtors' right, title and interest in and to, and possession of, the Pacific Northwest Assets shall be immediately vested in the Purchaser pursuant to sections 105(a), 363(b), 363(f), and 365 of the Bankruptcy Code, including in connection with, among other things, the Assumed Contracts and Leases. Such transfer shall constitute a legal, valid, binding, and effective transfer of the Pacific Northwest Assets. All persons or entities, presently or on or after the Closing, in possession of some or all of the Pacific Northwest Assets, are directed to surrender possession of the Pacific Northwest Assets

to the Purchaser or its applicable designees at the Closing or at such time thereafter as the Purchaser may request; provided that the stock certificate for Citizens Telecommunications Company of Idaho shall be delivered to the Purchaser as soon as reasonably practicable after Closing.

9. This Order: (a) shall be effective as a determination that, as of the Closing, (i) no claims other than Assumed Liabilities will be assertable or enforceable against the Purchaser or any of its assets as a result of the Sale, (ii) the Pacific Northwest Assets shall have been transferred to the Purchaser free and clear of all liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code, and (iii) the conveyances described herein shall have been effected; and (b) is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks, or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement. For the avoidance of doubt, all liens, claims, interests, and encumbrances on the Pacific Northwest Assets shall attach to the proceeds of the Sale ultimately attributable to the property against which such liens, claims, interests, and encumbrances applied or other specifically dedicated funds, in the same order of priority and with the same validity, force, and effect that such liens, claims, interests, and encumbrances applied prior to the Sale, subject to any rights, claims, and defenses of the Debtors or their estates, as

applicable, or as otherwise provided herein.

10. Except as otherwise provided in the Purchase Agreement, all persons and entities (and their respective successors and assigns), including, but not limited to, all debt security holders, equity holders, affiliates, governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants, and other creditors holding claims arising under or out of, in connection with, or in any way relating to, the Debtors, the Pacific Northwest Assets, the Sale, or the ownership or operation of the Pacific Northwest Assets prior to Closing, are hereby forever barred, estopped, and permanently enjoined from asserting such claims against the Purchaser, its property, or the Pacific Northwest Assets, including, but not limited to, under theories of successor liability or otherwise. Following the Closing, no holder of any claim shall interfere with Purchaser's title to or use and enjoyment of the Pacific Northwest Assets based on or related to any such claim, or based on any action the Debtor may take in these chapter 11 cases.

11. If any person or entity that has filed any financing statement, mortgage, mechanic's claim, lis penden, or any other document or agreement evidencing any claim against the Debtors or the Pacific Northwest Assets shall not have delivered to the Debtors prior to the closing of the Sale, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, and/or releases of all claims that the person or entity has with respect to the Debtors or the Pacific Northwest Assets, as applicable, then, only with regard to the Pacific Northwest Assets that are purchased by the Purchaser pursuant to the Purchase Agreement and this Order: (a) the Debtors are hereby authorized to execute and file any such statements, instruments, releases, and/or other documents on behalf of the applicable person or entity with respect to the Pacific Northwest Assets; (b) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded,

shall constitute conclusive evidence of the release of all liens, claims, interests, and encumbrances against the Pacific Northwest Assets; and (c) upon consummation of the Sale, the Purchaser may seek in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction, and releases of any claims and liens that are extinguished or otherwise released pursuant to this Order under section 363 of the Bankruptcy Code, and any other provisions of the Bankruptcy Code, with respect to the Pacific Northwest Assets. Notwithstanding the foregoing, the provisions of this Order authorizing the Sale and the assignment of the Pacific Northwest Assets free and clear of claims and liens shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file any releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, or implement the provisions of this Order.

12. The administrative agents, collateral agents, and trustees under the Debtors' prepetition credit agreement and note indentures, as applicable, are hereby directed and ordered to deliver all termination statements, instruments of satisfaction, releases, and other documentation reasonably requested by the Debtors to reflect the release of the liens and guarantees on the Pacific Northwest Assets upon the Closing.

~~12.~~13. The Sale constitutes a transfer of the Northwest Pacific Assets for reasonably equivalent value and fair consideration under the Bankruptcy Code, the laws of the states in which the Transferred Subsidiaries, Frontier, Intermediate Holdco, and Purchaser are incorporated or organized, and any other applicable non-bankruptcy laws.

Good Faith of Purchaser

~~13.~~14. The Sale contemplated by the Purchase Agreement is undertaken by the Purchaser without collusion, in good faith and from an arms'-length position, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, any reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale (including the assumption of the Assumed Contracts and Leases), unless such authorization and the consummation of the Sale are duly and properly stayed pending any such appeal.

~~14.~~15. Neither the Debtors nor the Purchaser have engaged in any action or inaction that would cause or permit the Sale to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code. The consideration to be provided by the Purchaser in exchange for the Pacific Northwest Assets under the Purchase Agreement is fair and reasonable and the Sale may not be avoided under section 363(n) of the Bankruptcy Code.

Assumption of Assumed Contracts and Leases

~~15.— The Debtors are authorized to assume the Assumed Contracts and Leases pursuant to sections 105(a) and 365 of the Bankruptcy Code.~~

16. The Transferred Subsidiaries are authorized to assume the Assumed Contracts and Leases pursuant to sections 105(a) and 365 of the Bankruptcy Code. Assumption of the Assumed Contracts and Leases shall be effective upon entry of this Order and the cure amount for each Assumed Contract and Lease shall be \$0.00; provided, that in the event of a dispute between the Debtors and the counterparty to any Assumed Contract and Lease with respect to cure costs,⁴ (a) the Debtors will promptly pay the appropriate amount following the earlier of: (i) the date on

⁴ Any such dispute over the appropriate cure amount with respect to any Assumed Contract or Lease will be scheduled by the Court at some later date.

which the Debtors reach agreement on the amount of the cure costs with the applicable counterparty; or (ii) the date specified in a final and non-appealable order entered by the Court determining such amount; and (b) the applicable counterparty shall retain rights to assert a claim against the Debtors, subject to applicable law; provided, that subsequent to Closing, any claims and/or recovery under sub-section (a) or (b) of this paragraph 16 shall be limited to those Debtors that are not Transferred Subsidiaries. Nothing herein shall constitute a waiver of any of the Debtors' rights with respect to the assumption of the Assumed Contracts and Leases. For the avoidance of doubt, no claims for cure costs shall be asserted against the Purchaser and its property, including the Transferred Subsidiaries.

~~16.17.~~ Except as otherwise provided herein, the non-Debtor parties to such Assumed Contracts and Leases are hereby enjoined from taking any action against the Debtors, the Debtors' estates, or the Purchaser or its property, including the Pacific Northwest Assets, with respect to any claim for cure under any of the Assumed Contracts and Leases.

~~17.18.~~ Pursuant to section 365(f) of the Bankruptcy Code, the Assumed Contracts and Leases to be assumed pursuant to the Purchase Agreement shall remain in full force and effect. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption of the Assumed Contracts and Leases have been satisfied. Each non-Debtor counterparty to the Assumed Contracts and Leases shall be forever barred, estopped, and permanently enjoined from: (a) asserting against the Debtors or the Purchaser (or its applicable affiliates) or any of their respective properties any assignment fee, acceleration, default, breach, or claim for pecuniary loss, or condition to assignment existing, arising, or accruing as of the Closing or arising by reason of the Closing, including any breach related to or arising out of the filing of these chapter 11 cases, any change-in-control provisions in any such Assumed Contract or Lease,

or any purported written or oral modification to any such Assumed Contract or Lease; or
(b) asserting against the Debtors or the Purchaser (or any of its affiliates) (or any of their respective assets, including the Pacific Northwest Assets) any claim, counterclaim, defense, breach, condition, or setoff asserted or assertable against the Debtors existing as of the Closing or arising by reason of the Closing except for the Assumed Liabilities.

~~18.~~19. ~~Upon~~Except as otherwise provided herein, upon the Closing, the Debtors shall be released, pursuant to section 365(k) of the Bankruptcy Code, from any liability under the Assumed Contracts and Leases. There shall be no rent or other payment accelerations, assignment fees, increases, or any similar fees, costs, or expenses charged to the Purchaser or the Debtors as a result of the filing of the chapter 11 cases or assumption of the Assumed Contracts and Leases. Any provision in any Assumed Contract or Lease that purports to declare a breach, default, or termination as a result of a change of control of the Pacific Northwest Assets is hereby deemed unenforceable in connection with the Sale under section 365(f) of the Bankruptcy Code. The failure of the Debtors or the Purchaser to enforce at any time one or more terms or conditions of any of the Assumed Contracts and Leases shall not be a waiver of such terms or conditions or of the right of the Debtors or the Purchaser, as the case may be, to enforce every term and condition of any such Assumed Contract or Lease. The validity of the assumption of any Assumed Contract or Lease by the Debtors shall not be affected by any existing dispute between the Debtors and any counterparty to such Assumed Contract or Lease. Any party that may have had the right to consent to the assignment of any Assumed Contract or Lease is deemed to have consented for the purposes of sections 365(c)(1)(B) and 365(e)(2)(A)(ii) of the Bankruptcy Code.

~~19.~~20. All defaults and obligations, if any, of the ~~Debtors~~Transferred Subsidiaries under the Assumed Contracts and Leases arising or accruing after the objection deadline and prior to the

closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be cured at the Closing, or as soon thereafter as reasonably practicable.

~~20.~~21. For the avoidance of doubt, upon the Closing, the assumption of the Assumed Contracts and Leases pursuant to this Order and the Purchase Agreement shall result in the full release and satisfaction of any claims, whether monetary or nonmonetary arising under any Assumed Contracts and Leases at any time prior to the effective date of such assumption, in each case as provided in section 365 of the Bankruptcy Code. Any proofs of claim filed or to be filed with respect to any Assumed Contract or Lease that has been assumed pursuant to this Order and the Purchase Agreement, including without limitation any proofs of claim seeking payment of administrative expenses, shall be deemed disallowed and expunged without further notice to or action, order or approval of this Court.

22. Notwithstanding anything to the contrary in the Motion, the Purchase Agreement, or this Order, for the avoidance of doubt: (a) the leased or owned real properties of the Transferred Subsidiaries that are presently leased or subleased to EIP Communications I, LLC (together with its permitted successors, transferees, and assigns, “EIP,” and such properties, the “Transferred Subsidiaries Properties”) shall remain subject to (i) the Omnibus Master Lease/Sublease Agreement, dated as of January 14, 2019, between Frontier and the parties that are signatories thereto (the “Debtor Parties”) and EIP, (ii) the Master Lease/Sublease Agreement, dated as of January 14, 2019, between the Debtor Parties and EIP (the “Master Lease”), (iii) the Master License Agreement, dated as of January 14, 2019, between the Debtors Parties and EIP (the “Master License”), (iv) the various Lease Schedules (as defined in the Master Lease), (v) the various License Schedules (as defined in the Master License) (the documents listed in (i) through

(v) collectively being referred to herein as the “Existing Leases”), and (vi) EIP’s lease or sublease interest, including, without limitation, all rights of access, utility or telecommunications rights, parking rights, antenna users agreements, to the extent granted to EIP pursuant to the Existing Leases and shall remain subject to all rights and interests granted to or held by any entity that owns or operates a communications or cell phone tower on any Transferred Subsidiaries Properties (such entities, the “Non-Owned Tower Operators”); (b) EIP and each Non-Owned Tower Operator shall retain its respective rights, including, without limitation, its right to possession and use of the Transferred Subsidiaries Properties in accordance with the terms of the Existing Leases; (c) EIP and each Non-Owned Tower Operator shall not be required to surrender possession of the Transferred Subsidiaries Properties to the Purchaser or the Transferred Subsidiaries other than in accordance with the Existing Leases or such other agreement as may be negotiated between EIP and the Transferred Subsidiaries; (d) the Transferred Subsidiaries shall retain their rights and obligations under the Existing Leases, including the license rights granted under the Existing Leases; (e) the Transferred Subsidiaries shall continue to perform their obligations under the Existing Leases in accordance with section 365 of the Bankruptcy Code, including, without limitation, paying for utilities and taxes with respect to the Transferred Subsidiaries Properties; (f) the claims, interests, and rights of EIP in the Transferred Subsidiaries Properties or against the Transferred Subsidiaries shall not be extinguished or terminated by this Order; (g) the automatic termination language in this Order shall not be applicable to the Existing Leases, any memorandum of lease, or the Transferred Subsidiaries Properties, other than in accordance with the Existing Leases or such other agreement as may be negotiated between EIP and the Transferred Subsidiaries; and (h) EIP’s rights pursuant to section 365(h) of the Bankruptcy Code shall survive entry of, and remain unaltered by, this Order.

~~21.23.~~ The assumption of each of the Assumed Contracts and Leases is made in good faith under sections 363(b) and (m) of the Bankruptcy Code and is entitled to the protections thereof.

Other Sale Provisions

~~22.24.~~ To the maximum extent permitted by applicable law, and in accordance with the Purchase Agreement, the Purchaser and/or one or more of its affiliates shall be authorized, as of the Closing, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Pacific Northwest Assets (collectively, the “Licenses”). To the extent the Purchaser and/or one or more of its affiliates cannot operate under any Licenses, such Licenses shall continue to be in effect while the Purchaser, with assistance from the Debtors, works promptly and diligently to apply for and secure all necessary government approvals for new issuance of Licenses to the Purchaser. The Debtors shall maintain the Licenses in good standing to the fullest extent allowed by applicable law for the Purchaser’s benefit until equivalent new Licenses are issued to the Purchaser.

~~23.25.~~ To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any License relating to the operation of the Pacific Northwest Assets sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale contemplated by the Purchase Agreement.

~~24.26.~~ Neither the Debtors or the Purchaser, or any of their affiliates, successors, assigns, equity holders, employees, or professionals shall have or incur any liability to, or be subject to any action by any of the Debtors or the Purchaser, respectively, or their estates, predecessors, successors, or assigns, arising out of the negotiation, investigation, preparation, execution, and delivery of the Purchase Agreement and the entry into and consummation of the Sale, except as expressly provided in the Purchase Agreement, the other Transaction Documents, or this Order.

~~25.~~27. All amounts and obligations, if any, to be paid or performed by the Debtors pursuant to the Purchase Agreement, the Transition Services Agreement, or any other Transaction Document shall constitute administrative expenses allowed pursuant to section 503(b) of the Bankruptcy Code entitled to the priority provided under section 507(a)(2) of the Bankruptcy Code and shall be due and payable as and when the Debtors' obligations arise under the Purchase Agreement without further order of this Court.

~~26.~~28. Each and every federal, state, and local governmental agency, department, or official is hereby directed to accept any and all documents and instruments necessary or appropriate to consummate the transactions contemplated by the Purchase Agreement.

~~27.~~29. Upon the closing of the Sale, this Order shall be construed as and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Pacific Northwest Assets and Assumed Contracts and Leases and a bill of sale transferring good and marketable title in the Pacific Northwest Assets, free and clear of all liens, claims, interests, and encumbrances, and Assumed Contracts and Leases to the Purchaser pursuant to the terms of the Purchase Agreement.

~~28.~~30. The provisions of the Purchase Agreement may be modified, amended, waived, or supplemented by the parties thereto in accordance with the terms thereof, without further order of the Court; *provided that* any such modification, amendment, waiver, or supplement does not, based on the Debtors' reasonable judgment, have a material adverse economic effect on the Debtors' estates or their creditors; *provided, further,* that any extension or material amendment of the Purchase Agreement shall be on terms reasonably acceptable to the Required Consenting Noteholders and otherwise consistent with the terms of the Restructuring Support Agreement;

provided, further, that for the avoidance of doubt, under no circumstances does closing the Sale prior to May 28, 2020 constitute an extension or material amendment of the Purchase Agreement.

~~29.~~31. The Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and any other agreements executed in connection therewith to which the Debtors are a party or which has been assigned by the Debtors to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale. This Court retains jurisdiction to compel delivery of the Pacific Northwest Assets, to protect the Purchaser and its assets, including the Pacific Northwest Assets, against any claims and to enter orders, as appropriate, pursuant to sections 105, 363, or 365 (or other applicable provisions) of the Bankruptcy Code necessary to transfer the Pacific Northwest Assets and the Assumed Contracts and Leases to the Purchaser.

~~30.~~32. Notwithstanding the possible applicability of Rules 6004(h), 6006(d), 7062, and 9014 of the Bankruptcy Rules, the terms and conditions of this Order shall be effective immediately upon entry and the Debtors and the Purchaser are authorized to close the Sale and the assumption of the Assumed Contracts and Leases immediately upon entry of this Order.

~~31.~~33. This Order and the Purchase Agreement shall be binding in all respects upon all creditors (whether known or unknown) of, and holders of equity interests in the Debtors, any holders of claims or liens in, against, or on all or any portion of the Pacific Northwest Assets, all non-Debtor counterparties to the Assumed Contracts and Leases, all successors and assigns of the Purchaser, the Debtors and their respective affiliates and subsidiaries, and any subsequent trustees, examiners, “responsible persons,” or other fiduciaries appointed in these chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code, and shall not be subject to rejection or

avoidance under any circumstances. In the event of any conflict between the terms of this Order and the Purchase Agreement, the terms of this Order shall control.

~~32.~~34. The Purchaser shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Purchase Agreement or any other Sale-related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence; *provided, however*, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

35. Nothing in this Order or any sale pursuant to this Order releases, nullifies, precludes, or enjoins the enforcement of any liability to a U.S. federal governmental unit under police and regulatory statutes or regulations (including but not limited to environmental laws or regulations), and any associated liabilities for penalties, damages, cost recovery, or injunctive relief that any entity would be subject to as the owner, lessor, lessee, or operator of the property after the date of entry of this Order. Nothing in this Order or any sale pursuant to this Order shall in any way diminish the obligation of any entity, including the Debtors, to comply with environmental laws.

36. Nothing in this Order or any sale pursuant to this Order authorizes the transfer to the Purchaser of any U.S. federal governmental licenses, permits, registrations, authorizations, or approvals without the Purchaser's compliance with all applicable legal requirements under nonbankruptcy law governing such transfers.

37. Notwithstanding anything in the preceding two paragraphs to the contrary, the preceding two paragraphs are not intended to, and do not, modify, amend, alter, change, or supplement in any manner the terms of the Purchase Agreement, including, without limitation, with respect to the treatment and responsibility of the Debtors for certain Excluded Liabilities (as

defined in the Purchase Agreement), in each case, in accordance with the terms of the Purchase Agreement.

Dismissal of the Transferred Subsidiaries Cases

38. Pursuant to section 1112(b) of the Bankruptcy Code, effective immediately prior to the occurrence of the Closing, the Transferred Subsidiaries Cases are dismissed, as such dismissal is in the best interests of the Debtors, their creditors, and all other parties-in-interest.

39. Notwithstanding entry of this Order or section 349 of the Bankruptcy Code, cause exists to modify the effects of section 349 of the Bankruptcy Code as set forth in the Motion and herein, and all stipulations, settlements, rulings, orders, and judgments of this Court made during the course of the Transferred Subsidiaries Cases, including this Order, shall remain in full force and effect, shall be unaffected by the dismissal of the Transferred Subsidiaries Cases immediately prior to the Closing, and are specifically preserved for purposes of finality of judgment and *res judicata*.

40. Upon the dismissal of the Transferred Subsidiaries Cases, effective immediately prior to the Closing as set forth herein, the assets of the Transferred Subsidiaries or their estates shall be reinstated or revested in the Transferred Subsidiaries pursuant to section 349 of the Bankruptcy Code.

41. Any and all motions, notices, objections, responses, adversary proceedings, contested matters, or other pleadings or filings concerning the Transferred Subsidiaries made during the course of the Transferred Subsidiaries Cases that have not been decided prior to the date of the dismissal of the Transferred Subsidiaries Cases as set forth herein immediately prior to the Closing, are denied, dismissed, and/or overruled with prejudice.

Other Provisions

~~33.42.~~42. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

~~34.43.~~43. The provisions of this Order are non-severable and mutually dependent.

~~35.44.~~44. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained in the Motion or this Order or any payment made pursuant to this Order shall constitute, nor is it intended to constitute, an admission as to the validity or priority of any claim or lien against the Debtors or their property, a waiver of the Debtors' rights to subsequently dispute such claim or lien, or the assumption or adoption of any agreement, contract, or lease under section 365 of the Bankruptcy Code.

~~36.45.~~45. For the avoidance of doubt, other than as relating to approval or consent to entry of this Order (or the proposed form hereof), any consent or approval rights of the parties to the Restructuring Support Agreement shall remain in force unaffected from and after entry of this Order, solely to the extent the Restructuring Support Agreement remains in effect.

~~37.46.~~46. The Debtors have complied with all obligations to provide notice of the Motion, the Purchase Agreement, and the Sale. A reasonable opportunity to object or to be heard regarding the relief requested in the Motion was afforded to all interested persons and entities.

White Plains, New York
Dated: _____, 2020

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit ~~1~~ B

~~Purchase Agreement~~

Schedule of Identified Counterparties to Assumed Contracts and Leases