

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

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

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**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**

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Upon the motion, dated April 16, 202 and as amended dated April 22, 2020 (the "Motion") of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order")<sup>2</sup> (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 subsidiaries of Frontier (collectively, the "Transferred

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<sup>1</sup> 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.

<sup>2</sup> 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”<sup>3</sup> 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 of any kind or nature therein or thereon pursuant to, and except as provided in, 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”, and such liens, claims, interests, and encumbrances being released as a result of this Order, the “Liens and Claims”), (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 (iv) the assignment by the Non-Sale Debtors of certain of the Assumed Contracts and Leases (as further defined below, the “Assigned Contracts and Leases”) to the Transferred Subsidiaries, (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 on December 19, 2019, the Federal Communications Commission having issued the Memorandum Opinion and Order and Declaratory Ruling, DA 19-1302; 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 decide

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<sup>3</sup> 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”).

by 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 and the opportunity for a hearing thereon were appropriate under the circumstances and that no other notice thereof need be provided; and upon all filed objections and responses to the Motion, the record of, and representations made at, the hearing 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 hearing establish good and sufficient cause for the relief granted herein in that (a) the Sale is an arms-length and proper exercise of the Debtors' good business judgment and is in the best interests of the Debtors' estates and creditors, (b) the Debtors have satisfied one or more of the requirements of section 363(f) of the Bankruptcy Code for the Sale to be free and clear of Liens and Claims, and (c) the assumption of the Assumed Contracts and Leases and the assignment of the Assigned Contracts and Leases as provided herein satisfies the applicable requirements of section 365 of the Bankruptcy Code, including for the reasons stated by the Court in its bench rulings at the hearing; now, therefore, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The Debtors are authorized, pursuant to sections 363(b) and 365 of the Bankruptcy Code 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 and the Assigned Contracts and Leases are deemed assigned to the Transferred Subsidiaries, in each case in accordance with, and subject to

the provisions and requirements of section 365 of the Bankruptcy Code and this Order.

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, including the Transferred Subsidiaries, as applicable, 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 and assign the Assigned Contracts and Leases to one or more the Transferred Subsidiaries as contemplated by the Purchase Agreement, including the exhibits thereto; 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 is hereby authorized to perform each of its 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 these chapter 11 cases, or in any subsequent or converted case of any 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. 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, including Liens and 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 and Claims 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, (i) all Liens and Claims shall attach to the proceeds of the Sale ultimately attributable to the property against which such Liens and Claims applied, in the same order of priority and with the same validity, force, and effect that such Liens and Claims applied immediately prior to the Sale, subject to any rights, claims, and defenses of the Debtors or their estates, as applicable, and (ii)

notwithstanding any provision in this Order to the contrary, if any, nothing in this Order shall be construed as affecting any rights or entitlements that the holders of the Debtors' first or second lien debt obligations may have in the proceeds of the Sale, or such holders' right to seek adequate protection of any such rights or entitlements they may have in the proceeds of the Sale, subject to any rights, claims, and defenses of the Debtors or their estates, as applicable; *provided* that, notwithstanding sub-sections (i) and (ii) of this paragraph 9, the cure amounts discussed in paragraph 16 herein shall be satisfied in full either by (A) the proceeds of the Sale or (B) the Debtors (other than the Transferred Subsidiaries) (the "Non-Sale Debtors"). All parties' rights, including those of the Official Committee of Unsecured Creditors (the "Committee") regarding the application or disposition of the proceeds of the Sale, are reserved.

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 a Lien or Claim 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 Lien or Claim 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 Lien or Claim, or based on any action any 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 the Liens and Claims, 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 the Liens and Claims 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; *provided* that, pursuant to and in accordance with paragraph 22 of this Order, any guaranty obligations of any Non-Sale Debtor shall not be released upon entry 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 Claims 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 and Non-Sale Debtors 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,<sup>4</sup> (a) the Non-Sale Debtors will promptly pay the appropriate amount following the earlier of: (i) the date on which the Non-Sale Debtors reach agreement on the amount of the cure costs with the applicable counterparty and (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 Non-Sale 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 recovered from proceeds of the Sale and/or claims against the Non-Sale Debtors; *provided, further, that **any affected counterparty shall have thirty (30) days after receiving notice of the entry of this Order to assert such a cure cost, by filing and serving notice of such assertion on the Debtors.*** Nothing herein shall constitute a waiver of any of the Debtors' rights or the rights of any counterparty to an Assumed Contract or Lease 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.

**Assignment by Non-Sale Debtors of Assigned Contracts and Leases to Transferred Subsidiaries**

17. The Non-Sale Debtors are authorized to assign their respective Assumed Contracts and Leases (the "Assigned Contracts and Leases") pursuant to sections 105 and 365 of the Bankruptcy Code, which shall be assumed in accordance with paragraph 16 of this Order by the

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<sup>4</sup> 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.

applicable Non-Sale Debtor, to the Transferred Subsidiaries in accordance with the Purchase Agreement and this Order. The assignment of the Assigned Contracts and Leases shall be effective upon entry of this Order; *provided* that the Non-Sale Debtors have obtained the requisite consent necessary under section 365 of the Bankruptcy Code, if any,<sup>5</sup> to assign each Assigned Contract and Lease to the Transferred Subsidiaries. Nothing in this paragraph 17 shall constitute a waiver of any of the Debtors' rights or the rights of any counterparty to an Assigned Contract or Lease with respect to the assignment of the Assigned Contracts and Leases.

18. Except as otherwise provided herein as to applicable Non-Sale Debtors, the non-Debtor parties to the 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.

19. Pursuant to sections 365(c) and 365(e) of the Bankruptcy Code, the consent of the non-Debtor counterparties is not required for the assumption of the Assumed Contracts and Leases.

20. Pursuant to section 365(f) of the Bankruptcy Code, the Assigned Contracts and Leases to be assigned hereunder shall remain in full force and effect after such assignment. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption and assignment of the Assumed Contracts and Leases as provided herein have been or will be satisfied as provided in this Order. 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

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<sup>5</sup> At the hearing, the Debtors represented that no consent rights were provided to the non-Debtor parties to such contracts and leases.

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 Assigned Contract or Lease, or any purported written or oral modification to any such Assumed Contract or Lease, or (b) asserting against the Debtors (except as provided in paragraphs 16 and 22 hereof as to Non-Sale 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.

21. 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.

22. 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; *provided* that, notwithstanding anything to the contrary in this Order, the applicable Non-Sale Debtor shall remain liable for all obligations and liabilities under the Assumed Contracts and Leases to the extent such obligations or liabilities are billed after Closing, including, but not limited to any and all such liabilities or obligations arising under any accruing and not yet due adjustments or reconciliations (including, without limitation, for royalties, percentage rent, utilities, taxes, common area or other maintenance charges, promotional funds, insurance, fees, or other charges) when billed in the ordinary course regardless of whether such obligations or liabilities are attributable to the period prior to the Closing, in each case subject to the terms and conditions of the applicable Assumed Contract and Lease; *provided, further*, that any guaranty obligations of any Non-Sale Debtor shall not be released upon entry of this Order; *provided, further, however*, that such obligations shall be subject to any rights, claims, and defenses of the Debtors or their estates, as applicable, including pursuant to the Purchase Agreement.

23. Except as otherwise provided in this Order, 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.

24. 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 Debtor 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 termination language in paragraph 11 of 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; (h) the Existing Leases shall be Assumed Contracts and Leases under this Order; *provided, however*, that the releases in paragraph 21 of this Order shall not apply to the obligations of the Debtors with respect to other properties leased or subleased to EIP by the Debtors, which properties are not owned or leased by the Transferred Subsidiaries and are not being sold as part of the Sale; and (i) EIP's rights pursuant to section 365(h) of the Bankruptcy Code shall survive entry of, and remain unaltered by, this Order.

25. 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**

26. 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.

27. 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 solely on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale contemplated by the Purchase Agreement.

28. 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.

29. 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.

30. 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.

31. 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 the Liens and Claims, and Assumed Contracts and Leases to the Purchaser pursuant to the terms of the Purchase Agreement.

32. 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; *provided, further,* that the Committee shall be provided advance notice, and shall be consulted with on, any extension, material amendment, or material modification of the Purchase Agreement, and shall retain the right to object to, any extension to the closing of the Purchase Agreement or any amendments or modifications thereto.

33. 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.

34. 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, sufficient cause having been established, 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. No provision in the Order or sale documents relieves the Debtor or the Reorganized Debtor from its obligation to comply with the Communications Act of 1934, as amended, and the rules, regulations, and orders promulgated thereunder by the Federal Communications Commission ("FCC"). No transfer of any FCC license or authorization held by the Debtor, or transfer of control of a Debtor that is an FCC licensee, or transfer of control of a FCC licensee

controlled by the Debtor shall take place prior to the issuance of FCC regulatory approval for such transfer pursuant to applicable FCC regulations. The FCC's rights and powers to take any action pursuant to its regulatory authority including, but not limited to, requiring compliance with any regulatory conditions imposed in the FCC's December 19, 2019 Memorandum Opinion and Order and Declaratory Ruling, DA 19-1302, are fully preserved, and nothing herein shall proscribe or constrain the FCC's exercise of such power or authority.

40. Frontier leases a fleet of vehicles from Element Fleet Corporation (f/k/a Gelco Corporation) and its affiliate Gelco Fleet Trust (collectively, "Element"). Frontier uses some of the vehicles it leases from Element in connection with its operation of the Transferred Subsidiaries. In connection with Frontier's sale of the Transferred Equity Interests in the Transferred Subsidiaries to the Purchaser, Frontier, the Purchaser, and Element entered into that certain Lease Assumption Agreement dated as of April 24, 2020 (the "Lease Assumption Agreement"), subject to approval of this Court, pursuant to which Frontier's interest in approximately 690 leased vehicles will be transferred from Frontier, as lessee, to the Purchaser, as lessee, upon the terms and conditions set forth in the Lease Assumption Agreement. Pursuant to section 363 of the Bankruptcy Code Frontier is hereby authorized to enter into the Lease Assumption Agreement and perform its obligations thereunder.

41. Notwithstanding anything to the contrary in this Order, the obligations of the Non-Sale Debtors to Comcast Cable Communications Management, LLC (and its affiliates, subsidiaries, and parents, including, without limitation, the Comcast Phone entities listed in Exhibit B to the Motion) (collectively, "Comcast") under those contracts with Comcast designated for assumption pursuant to this Order shall not be released as to services provided or goods sold to the Non-Sale Debtors and, further, the release of the Non-Sale Debtors under this Order shall

only apply as to services provided or goods sold to the Transferred Subsidiaries after Closing.

42. Notwithstanding anything to the contrary in this Order, the obligations of Frontier (the "Guarantor Debtor") to 1800 41st Street, LLC ("1800 41st Landlord") under the Guaranty dated as of November 7, 2012, pursuant to which the Guarantor Debtor guaranteed the obligations of Frontier Communications Northwest Inc. (the "Tenant Debtor") to 1800 41st Landlord under that certain lease dated as of November 7, 2012, between 1800 41st and Tenant Debtor (the "1800 41st Lease"), which such 1800 41st Lease is an Assumed Contract and Lease under this Order, shall not be released. Notwithstanding anything to the contrary contained in paragraphs 20, 21, and 23 of this Order (without limiting any of the Parties' obligations under the Purchase Agreement with respect thereto), with respect to the 1800 41st Lease: (i) the Tenant Debtor shall be liable for all obligations and liabilities under the 1800 41st Lease to the extent such obligations or liabilities arise or are (as required by the 1800 41st Lease) billed after the Closing, including, but not limited to any and all liabilities or obligations arising under the 1800 41st Lease with respect to any accruing and not yet due adjustments or reconciliations (including, without limitation, for royalties, percentage rent, utilities, taxes, common area or other maintenance charges, promotional funds, insurance, fees, or other charges) when billed in the ordinary course regardless of whether such obligations or liabilities are attributable to the period prior to the Closing, in each case subject to the terms and conditions of the 1800 41st Lease; (ii) 1800 41st Landlord may seek to recover from the non-transferred Debtors' indemnification obligations, if any, arising from third-party claims asserted with respect to or arising from the Debtors' use and occupancy of the leased premises prior to the Closing Date for which the non-transferred Debtors have a duty to indemnify 1800 41st Landlord pursuant to the 1800 41st Lease, solely with respect to available insurance coverage; and (iii) and release of the Debtors' obligations under the 1800 41st Lease pursuant to section 365(k)

of the Bankruptcy Code shall be subject to payment of the applicable cure amount (if any).

43. Notwithstanding any other provision of this Order, the Purchase Agreement or the Transition Services Agreement, no agreement between the Debtors on the one hand, and Oracle America, Inc. and/or Oracle Credit Corporation (collectively, "Oracle") on the other hand, will be assumed, assigned, or transferred, and no shared or concurrent use of Oracle's products and services by the Transferred Subsidiaries or any party to the Transition Services Agreement will be authorized, absent further Court order or Oracle's prior written consent; *provided that* the Non-Sale Debtors may continue to use Oracle's products and services pursuant to the applicable prepetition agreement. All parties reserve all rights with respect to Oracle's invocation of consent rights.

44. Notwithstanding any other provision of this Order (together with any orders, documents, or agreements related thereto and any amended versions of the foregoing, the "Sale Documents"), the rights of Westchester Fire Insurance Company, Federal Insurance Company, and their related sureties (collectively, the "Surety") against any of the Debtors in connection with: (i) any surety bonds or similar instruments issued or executed by the Surety on behalf of any of the Debtors (collectively, the "Bonds"); (ii) the Agreement of Indemnity executed by Frontier, on or about June 28, 2010, as later amended through an amendment (the "Amendment") on or about July 11, 2016 (together with the Amendment, the "Indemnity Agreement"); (iii) the Cash Collateral Agreement executed by Frontier, on or about October 16, 2019 (the "Collateral Agreement"); and (iv) any related documents ((i) through (iv), collectively, the "Surety Documents") are neither affected nor impaired by the Sale Documents. Notwithstanding anything in the Sale Documents to the contrary, the Purchaser and/or the entities whose obligations are bonded by the Surety (the "Purchaser Entities") under the Impacted Bonds (as defined herein) will

use commercially reasonable efforts to replace those Bonds that relate to or are impacted by the sale (each, an “Impacted Bond”, and, collectively, the “Impacted Bonds”), such that the Impacted Bonds are fully released and fully discharged (this sentence shall hereafter be referred to as the “Replacement Obligation”). Notwithstanding any provision in the Sale Documents to the contrary: (a) all set-off and recoupment rights of the Surety and any obligee under any of the Impacted Bonds are preserved against the Debtors and to the extent applicable, set-off and recoupment rights shall attach to the proceeds of the Sale, and, further, all parties’ right and defenses with respect to any such setoff and recoupment rights are also preserved; (b) the Surety Documents, including the Impacted Bonds, may not be assumed, assumed and assigned, or otherwise utilized for the benefit of the Purchaser, the Purchaser Entities, or the any of the Debtors without the Surety’s express written consent; *provided that* notwithstanding the foregoing, the Impacted Bonds may be utilized for the benefit of Purchaser or the Purchaser Entities following the Closing without the Surety’s express written consent, subject to compliance with the obligations in clause (c)(ii) below; (c) (i) Purchaser and Purchaser Entities will use commercially reasonable efforts to comply with the Replacement Obligation by the Closing, and (ii) if the Purchaser or Purchaser Entities have not completed the Replacement Obligation by the Closing, the Purchaser and the Purchaser Entities shall comply with all obligations of Frontier under the Indemnity Agreement as if the Purchaser and the Purchaser Entities had executed the Indemnity Agreement; *provided, however*, such obligations shall only relate to the Impacted Bonds; (d) the Surety reserves all of its rights to modify, extend, and/or cancel any and all of the Impacted Bonds; (e) the Surety has no obligation to issue or execute any new bonds on behalf of any entity, and the Surety has no obligation to extend, modify, or increase the amount of any the Impacted Bonds; (f) if the Purchaser and/or the Purchaser Entities do not comply with the Replacement Obligation,

then they shall continue to use commercially reasonable efforts to replace the Impacted Bonds such that the Impacted Bonds are fully released and fully discharged; and (g) to the extent the Closing does not occur, this paragraph will be of no force and effect, and the parties' rights are reserved; *provided, however*, that nothing in any other paragraph in this Order shall affect any and all rights of the Surety and any and all of the obligees under any of the Bonds, including, but not limited to, the Impacted Bonds.

45. The objection filed by Equinix Inc. ("Equinix") to the Motion is resolved as follows: Equinix's relationship with the Debtors is governed by one or more master services agreements, master country agreements, global terms and conditions, or similar governing agreements (collectively, the "Equinix MSA"), under which Equinix and the Debtors enter into individual orders (collectively, the "Equinix Orders"). In connection with the Motion, the Debtors intend to assume and assign the Equinix Orders relating to cabinets 301 and 302 in Cage 12050 and cabinets 303, 304 and 305 in Cage 12060 (the "Cabinets and Cages") in the Equinix data center located at 2001 Sixth Ave., Suite 1202, Seattle Washington 98121, designated "SE2" by Equinix (the "Assumed Equinix Orders"). Equinix consents to assumption and assignment of all Assumed Equinix Orders, subject to the conditions of (1) Equinix confirming that assumption and assignment of the Debtors' rights to the Cabinets and Cages to the Buyer does not breach Equinix's obligations to third parties, which condition has not been met at the time of entry of this Order, and (2) the Debtors' cure of all defaults under section 365(b) of the Bankruptcy Code, in an amount to be determined by the Court or otherwise by written agreement between the Debtors and Equinix approved by the Court in accordance with paragraph 16 of this Order. The assumption and assignment of the Assumed Equinix Orders shall only be effective upon separate written agreement between Equinix and the Debtors through which the parties confirm compliance with the forgoing

conditions or otherwise agree, or further order of the Court. Upon the effectiveness of assumption and assignment of the Assumed Equinix Orders, the Purchaser and Equinix shall comply with the Equinix MSA solely with respect to liabilities and obligations of the parties arising following the closing of the sale in connection the Assumed Equinix Orders as if Purchaser had executed the Equinix MSA in lieu of Debtors.

**Dismissal of the Transferred Subsidiaries Cases**

46. Pursuant to section 1112(b) of the Bankruptcy Code, effective immediately prior to, and conditioned on, 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.

47. 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.

48. 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.

49. The Debtors shall pay to the United States Trustee the appropriate sum required pursuant to 28 U.S.C. § 1930 within ten days of the entry of this Order and simultaneously provide to the United States Trustee an appropriate affidavit indicating the cash disbursements for the relevant period.

**Other Provisions**

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

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

52. 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.

53. 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.

54. The Debtors have complied with all obligations to provide notice of the Motion, the hearing thereon, 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.

Dated: White Plains, New York  
April 27, 2020

*/s/Robert D. Drain*

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THE HONORABLE ROBERT D. DRAIN  
UNITED STATES BANKRUPTCY JUDGE