BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF CALIFORNIA

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Application of Frontier Communications Corporation, Frontier California Inc. (U 1002 C), Citizens Telecommunications Company of California Inc. (U 1024 C), Frontier Communications of the Southwest Inc. (U 1026 C), Frontier Communications Online and Long Distance Inc. (U 7167 C), Frontier Communications of America, Inc. (U 5429 C) For Determination That Corporate Restructuring Is Exempt From or Compliant With Public Utilities Code Section 854.	A. _____

APPLICATION OF

FRONTIER COMMUNICATIONS CORPORATION,
FRONTIER CALIFORNIA INC. (U 1002 C),
CITIZENS TELECOMMUNICATIONS COMPANY OF CALIFORNIA INC. (U 1024 C),
FRONTIER COMMUNICATIONS OF THE SOUTHWEST INC. (U 1026 C),
FRONTIER COMMUNICATIONS ONLINE AND LONG DISTANCE INC. (U 7167 C),
AND FRONTIER COMMUNICATIONS OF AMERICA, INC. (U 5429 C)

FOR DETERMINATION THAT CORPORATE RESTRUCTURING IS EXEMPT FROM OR COMPLIANT WITH PUBLIC UTILITIES CODE SECTION 854
[PUBLIC VERSION]

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May 22, 2020

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I. INTRODUCTION.

Frontier Communications Corporation ("Frontier") and its California local exchange and long distance subsidiaries, Frontier California Inc. (U 1002 C) ("Frontier California"), Citizens Telecommunications Company of California Inc. (U 1024 C) ("CTC California"), Frontier Communications of the Southwest Inc. (U 1026 C) ("Frontier Southwest"),[1] Frontier Communications Online and Long Distance Inc. (U 7167 C) ("Frontier LD"), and Frontier Communications of America, Inc. (U 5429 C) ("Frontier America") (Frontier California, CTC California, Frontier Southwest, Frontier America, collectively, the "California Operating Subsidiaries," and, together with Frontier, the "Applicants")[2] hereby submit this application (this "Application") pursuant to Public Utilities Code Sections 853(b) and 854 to address all required regulatory approvals from the California Public Utilities Commission (the "Commission") in connection with the corporate restructuring associated with Frontier's chapter 11 cases (the "Chapter 11 Cases").[3] The Applicants seek a determination under Public Utilities Code Section 853(b) that the restructuring merits an exemption from the transfer of control requirements in Public Utilities Code Section 854. In the alternative, the Applicants request the Commission's approval pursuant to Section 854.[4]

To address unsustainable levels of debt and better position Frontier to meet customer needs and compete in the changing telecommunications marketplace, Frontier engaged in a proactive effort to negotiate a restructuring with its creditors. These discussions culminated in an agreed-upon restructuring as memorialized in a Restructuring Support Agreement ("RSA")

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[1] Frontier-California, CTC-California, and Frontier Southwest are collectively referenced as the "California ILECs."

[2] Collectively, Frontier and all of its direct and indirect subsidiaries are referenced as "the Company."

[3] On April 15, 2020, Frontier notified the Commission that, on April 14, 2020 (the "Petition Date"), the Company had filed voluntary petitions (the "Bankruptcy Petitions") for relief under chapter 11 ("Chapter 11") of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") to reorganize under the Bankruptcy Code. The Chapter 11 Cases are being jointly administered under the caption *In re Frontier Communications Corporation, et al.,* Case No. 20-22476 (RDD).

[4] The restructuring does not involve a sale, disposition, or encumbrance of any public utility assets, so Public Utilities Code Section 851 is not relevant to this Application. However, if the Commission nevertheless deems Section 851 to be pertinent, the requirements of that statute are also met for the same reasons set forth herein.

executed on April 14, 2020 that has the support of Frontier's senior unsecured noteholders ("Senior Noteholders") holding more than seventy-five percent of its unsecured notes (such creditors are referenced as the "Consenting Noteholders").[5]

The anticipated restructuring has been formalized in a pre-arranged plan of reorganization (the "Plan," and the transactions contemplated thereunder, the "Restructuring"), filed with the Bankruptcy Court on May 15, 2020. The Plan implements the terms of the RSA and provides for a comprehensive restructuring of Frontier's obligations. Pursuant to the RSA and the Plan, Frontier will be dissolved and replaced by a new parent company ("Reorganized Frontier").[6] Immediately upon emergence from Chapter 11, the Senior Noteholders will collectively hold the new common stock of Reorganized Frontier, though no single noteholder is anticipated to hold a 10% or greater direct or indirect interest in Reorganized Frontier. It is intended that the new common stock of Reorganized Frontier will be publicly traded and listed on a recognized U.S. stock exchange as promptly as reasonably practicable after the Company's emergence from Chapter 11. As is the case today, the ownership of Reorganized Frontier will be widely held.

The Restructuring will reduce Frontier's funded debt obligations by over $10 billion (from $17.5 billion to approximately $6.5 billion) and reduce its annual interest expense by approximately $1 billion. It will substantially deleverage Frontier's balance sheet, secure the going-concern value of Frontier's business, preserve thousands of jobs, and position the Company to emerge from the Chapter 11 process as a stronger, more financially-sound enterprise. Confirmation of the Plan by the Bankruptcy Court is expected in August 2020.

The proposed reorganization, as documented in the Plan, meets the "public interest" standard in Public Utilities Code Section 853, which permits the Commission to "exempt any public utility" from Division 1, Part 1, Chapter 4, Article 6 of the Public Utilities Code, including

[5] "Consenting Noteholders" refers to the approximately 200 Senior Noteholders who have executed the RSA and agreed to support the restructuring and that collectively hold over 75% of the Senior Notes. "Senior Noteholders" refers to the holders of approximately $10.95 billion in an aggregate principal amount of unsecured senior notes issued by Frontier, with maturities between September 2020 and October 2046 (the "Senior Notes"). The Senior Notes are publicly traded.

[6] The term "Reorganized Frontier" is a label used for ease of reference to describe the new parent company, of which Senior Noteholders will be shareholders upon emergence from Chapter 11.

the Section 854 "transfer of control" requirements. Several factors militate in favor of invoking this exemption here. First, the reorganization will occur only at the parent company level and it will not create any new ultimate majority shareholders. Second, the day-to-day operations of the California Operating Subsidiaries will be unaffected by the Restructuring, yet the deleveraging of Frontier will provide enhanced financial health and long-term operational stability. Specifically, the California Operating Subsidiaries will continue to comply with and fulfill their prior settlement commitments to the Commission, including commitments to build out broadband through 2022. Third, the Plan will have no impact on customers or day-to-day operations of the California Operating Subsidiaries – rates will not increase and services will not be diminished or restricted as a result of the Restructuring. Fourth, the Plan will be reviewed extensively by the Bankruptcy Court, which will be focused on protecting the economic health and viability of Reorganized Frontier and its operating company subsidiaries. This makes an exhaustive regulatory review by the Commission unnecessary. Fifth, invoking the exemption will provide a swifter path toward realization of the benefits of the Restructuring. As it did in its review of the Chapter 11 cases of WorldCom in 2003, the Commission should apply Section 853(b) and allow Frontier and its customers to realize the benefits of the restructuring as soon as possible.

If the Commission nevertheless determines that a full review of the reorganization is required, the same "public interest" benefits support approval of the Application under the "public interest" factors in Public Utilities Code Section 854. The Restructuring will reduce Frontier's debt by over $10 billion, which will provide both short-term and long-term economic benefits to ratepayers by making the California Operating Subsidiaries stronger competitors. The Restructuring will not adversely impact competition; in fact, it will likely improve competition by better positioning the California ILECs to compete with their wireline and wireless competitors, many of whom shoulder far fewer regulatory obligations. The Restructuring will afford the California ILECs the stability to maintain or improve service quality, maintain or advance broadband infrastructure deployment, and benefit state and local economies. The Restructuring is fair to ratepayers, employees, shareholders, and other key stakeholders, and it preserves the

Commission's jurisdiction.

The reorganization implicates 25 states and millions of customers nationwide, and time is of the essence in confirming regulatory approvals so that the benefits of the Plan and overall restructuring can be realized. An extended approval process would cause Applicants to incur significant administrative, legal, and bankruptcy-related expenses, funds that could otherwise be used in the Applicants' business. Applicants are filing this Application with the Commission as soon as reasonably practicable following the filing of the Plan in the Bankruptcy Court, and Applicants respectfully seek a resolution of this matter prior to October 29, 2020, the date on which the first phase of the Federal Communications Commission's (the "FCC") auction for the Rural Digital Opportunity Fund ("RDOF") is scheduled to begin.[7] Applicants have proposed a schedule that will achieve this expedited relief, while permitting sufficient review and input from stakeholders.

II. SUMMARY OF REQUESTED RELIEF.

Frontier seeks approval of the proposed Restructuring, through one of two statutory vehicles. To allow Applicants to emerge from bankruptcy expeditiously, the Commission should exercise its authority under Public Utilities Code Section 853(b) to exempt this Application from Public Utilities Code Section 854 review. Based on the materials presented herewith and the demonstrated benefits of the Restructuring, an exemption is in the public interest. Alternatively, if the Commission deems a full review necessary, the Commission should approve the reorganization under the Section 854 transfer of control standard, as it satisfies each Section 854 public interest factor, and issue any other approvals needed and other relief as may be necessary or appropriate on or before October 8, 2020.[8]

[7] *See Rural Digital Opportunity Fund*, Order, 35 FCC Rcd 686 (2020); *see also* FCC, *Auction 904: Rural Digital Opportunity Fund – Fact Sheet* (last visited May 19, 2020), https://www.fcc.gov/auction/904/factsheet.

[8] October 8, 2020 is the date of the first Commission meeting in October 2020. Frontier's state-administered video franchises will be addressed separately in accordance with the Digital Infrastructure and Video Competition Act of 2006. *See* G.O. § 169(VII)(F).

III. APPLICANTS

Frontier, a publicly-traded Delaware corporation, is the holding company for each of the Company's operating companies, including the California Operating Subsidiaries. Its headquarters and principal place of business is 401 Merritt 7, Norwalk, Connecticut 06851.

Frontier California, CTC California, and Frontier Southwest are wholly-owned subsidiaries of Frontier Communications. Each serves as an incumbent local exchange carrier ("ILEC") in California, with principal offices located at 2560 Teller Road, Newbury Park, California 91320. Frontier California's service territories include urban and suburban areas in southern California, as well as suburban and rural areas in central and northern California. CTC California serves suburban and rural areas in northern California, including Elk Grove and Susanville. Frontier Southwest serves mostly rural areas in southern and eastern California.

Frontier America and Frontier LD are also wholly-owned subsidiaries of Frontier. Both are Delaware corporations, with principal offices located at 401 Merritt 7, Norwalk, Connecticut 06851. These companies operate as interexchange carriers in California. Frontier America is also certificated as a competitive local exchange carrier ("CLEC").

Nationwide, Frontier operates more than 50 ILECs located in 25 states.[9] A full organizational chart for Frontier is attached as **Exhibit A** hereto, with each of the California regulated entities highlighted.

IV. FRONTIER'S CURRENT OPERATIONAL PLATFORM, FINANCIAL CONDITION AND COMPETITIVE POSITION.

Frontier, together with its operating company subsidiaries, is a telecommunications company in the United States, with approximately 18,300 employees serving approximately 4.2 million customers as of December 31, 2019. Frontier generated full-year 2019 revenue of approximately $8.1 billion and had a net earnings loss attributable to common shareholders of

[9] As of the date of this filing, Frontier's service territories are located in Alabama, Arizona, California, Connecticut, Florida, Georgia, Illinois, Indiana, Iowa, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Mexico, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, Utah, West Virginia, and Wisconsin. On May 1, 2020, Frontier closed the sale of its local operating companies in Idaho, Montana, Oregon, and Washington to Northwest Fiber, LLC.

approximately $5.9 billion. Frontier has a significant amount of indebtedness, which amounted to approximately $17.5 billion of outstanding funded debt as of the Petition Date, of which approximately $5.7 billion is secured. Frontier's stock price dropped from $125.70 per share in 2015 to $0.37 per share prior to the Petition Date, reflecting an $8.4 billion decrease in market capitalization.[10] Frontier did not pay any dividends to its shareholders in 2018 or 2019.

Through its operating company subsidiaries, Frontier provides communications services to urban, suburban, and rural communities. The Company offers residential consumers, businesses, and wholesale customers a broad range of communications services, including local and long-distance service, data and Internet services, video services, access products, advanced hardware/network solutions, Voice-over-Internet-Protocol ("VoIP"), and other services. Some of these services and operations are subject to regulation by the FCC and various state regulatory agencies, including the Commission. Other services are non-regulated. The Company competes with wireless telecommunications carriers, cable television companies and CLECs that offer voice, data, and video products.

V. THE RESTRUCTURING SUPPORT AGREEMENT AND REORGANIZATION PLAN.

A copy of the RSA and Plan are attached as **Exhibit B** and **Exhibit C,** respectively.[11] The RSA and Plan will effectuate a substantial deleveraging of Frontier's balance sheet, reducing its debt by over $10 billion, and allow the Company to emerge from Chapter 11 as a stronger and better-capitalized enterprise that is positioned to leverage Reorganized Frontier's national platform and going-forward investments for sustained success. Importantly, the RSA and Plan provide for payment in full of all non-funded debt owed to its employees, contractors, vendors, suppliers, carriers, and other third parties. The Bankruptcy Court has granted the necessary "first day motions" to preserve this day-to-day stability. This relief will help Frontier operate on a business

[10] Actual stock price at the peak market capitalization on February 25, 2015 was $8.38 per share. This price has been retroactively adjusted to reflect the Company's 1-for-15 stock split in June 2017, so it is shown here as $8.38 times 15, or $125.70.

[11] The Plan contains a legend indicating that it is a "draft," which reflects that fact that it will remain a draft until it is confirmed by the Bankruptcy Court, which is expected in August 2020.

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as usual basis and position Frontier and the California Operating Subsidiaries to be successful upon emergence from Chapter 11.

As of the Petition Date, Frontier had outstanding funded debt of approximately $17.513 billion on which it was paying approximately $1.5 billion in annual interest expense. The Plan provides for the conversion of more than $10 billion of Frontier's senior unsecured notes into equity (stock) in Reorganized Frontier. In addition, at emergence, Frontier's funded debt obligations are expected to be reduced to approximately $6.565 billion, exclusive of any additional debtor-in-possession or revolving credit facility financing the Company subsequently obtains.[12] The total remaining debt expected after the Restructuring is comprised of approximately $3.359 billion in existing first lien debt, approximately $1.6 billion in existing second lien debt, approximately $856 million in existing subsidiary debt (on both a secured and unsecured basis), and up to $750 million in takeback debt (on a third-lien or unsecured basis) to be issued to the Senior Noteholders. Frontier anticipates that its annual interest obligations will decrease from approximately $1.5 billion to approximately $500 million, thereby freeing up substantial capital upon emergence.

A pro forma capital structure reflecting the anticipated post-bankruptcy Frontier balance sheet, is depicted below:

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[12] Frontier has secured fully-committed additional financing of up to $460 million in debtor-in-possession ("DIP") financing, in the form of a revolving credit facility, which would convert to an exit revolving credit facility at emergence. Frontier is still considering this financing option and the pro forma capital structure below assumes no outstanding principal amount under that facility. Entrance into the DIP or exit financing arrangement may potentially increase the debt levels described above to $7.025 billion, assuming the facility is fully drawn (although no borrowings are currently anticipated), which still represents over $10 billion reduction in the outstanding funded debt as of the Petition Date.

Debtors' Pro Forma Capital Structure

($ in millions)

Creditor Class	Claim[1]	Cash Distributed	New Debt Received[1] 1L Debt	2L Debt	Subsidiary Debt	Senior Notes	Pro Forma Equity Ownership[4]
Revolver	$749	$749	$ -	$ -	$ -	$ -	0%
Term Loan B	1,695	-	1,695	-	-	-	0%
1L Notes and Other[2]	1,664	-	1,664	-	-	-	0%
2L Debt	1,600	-	-	1,600	-	-	0%
Subsidiary Debt[3]	856	-	-	-	856	-	0%
Senior Notes	10,949	TBD[5]	-	-	-	750[6]	100%
Equity	NA	-	-	-	-	-	0%
Total	**$17,513**	**$749**	**$3,359**	**$1,600**	**$856**	**$750**	**100%**

1. For illustrative purposes, reflects principal balance excluding accrued interest and amortization during the bankruptcy
2. Includes $1.65 billion of First Lien Notes and $14 million of Industrial Development Revenue Bonds
3. Includes $750 million of subsidiary Unsecured Notes, $100mm of subsidiary Secured Notes and $8 million of RUS Loan Contracts (secured)
4. Subject to dilution from MIP provided for in term sheet.
5. Senior Notes receive excess cash above $150mm at Effective Date; refer to term sheet for detail attached as Exhibit B to **Exhibit B** (the Restructuring Support Agreement).
6. Refer to term sheet for detail on terms attached as Exhibit B to **Exhibit B** for terms of Take-Back debt.

As part of the substantial deleveraging of more than $10 billion in debt, the above table shows that unsecured debt will be converted to equity (*i.e.*, stock), under the terms of the RSA and Plan. Under the Plan, each of the Senior Noteholders, which are primarily comprised of large U.S.-based financial investment funds with experience in investing in U.S. telecommunications and technology companies, will receive its pro rata share of the new common stock of Reorganized Frontier.[13] None of the Senior Noteholders currently holds a 10% or greater direct or indirect equity interest in the Company. Upon emergence, the Senior Noteholders will own the new common stock of Reorganized Frontier, but none of the Senior Noteholders is anticipated to individually hold, directly or indirectly, 10% or more of the new common stock of Reorganized Frontier. It is intended that the new common stock of Reorganized Frontier will be publicly traded and listed on a recognized U.S. stock exchange as promptly as reasonably practicable after emergence from Chapter 11. This transition will not create any new majority shareholders of Frontier, the California Operating Subsidiaries, or any other Frontier subsidiaries, nor will it provide operational control of Frontier, the California Operating Subsidiaries or any other Frontier subsidiaries to any new persons or entities.

VI. ORGANIZATION AND OWNERSHIP UNDER THE RESTRUCTURING

Frontier holds a total of 99 subsidiaries—57 direct and 42 indirect wholly-owned

[13] Under the terms of the Plan, a small percentage of the Reorganized Frontier stock is reserved for a Management Incentive Plan.

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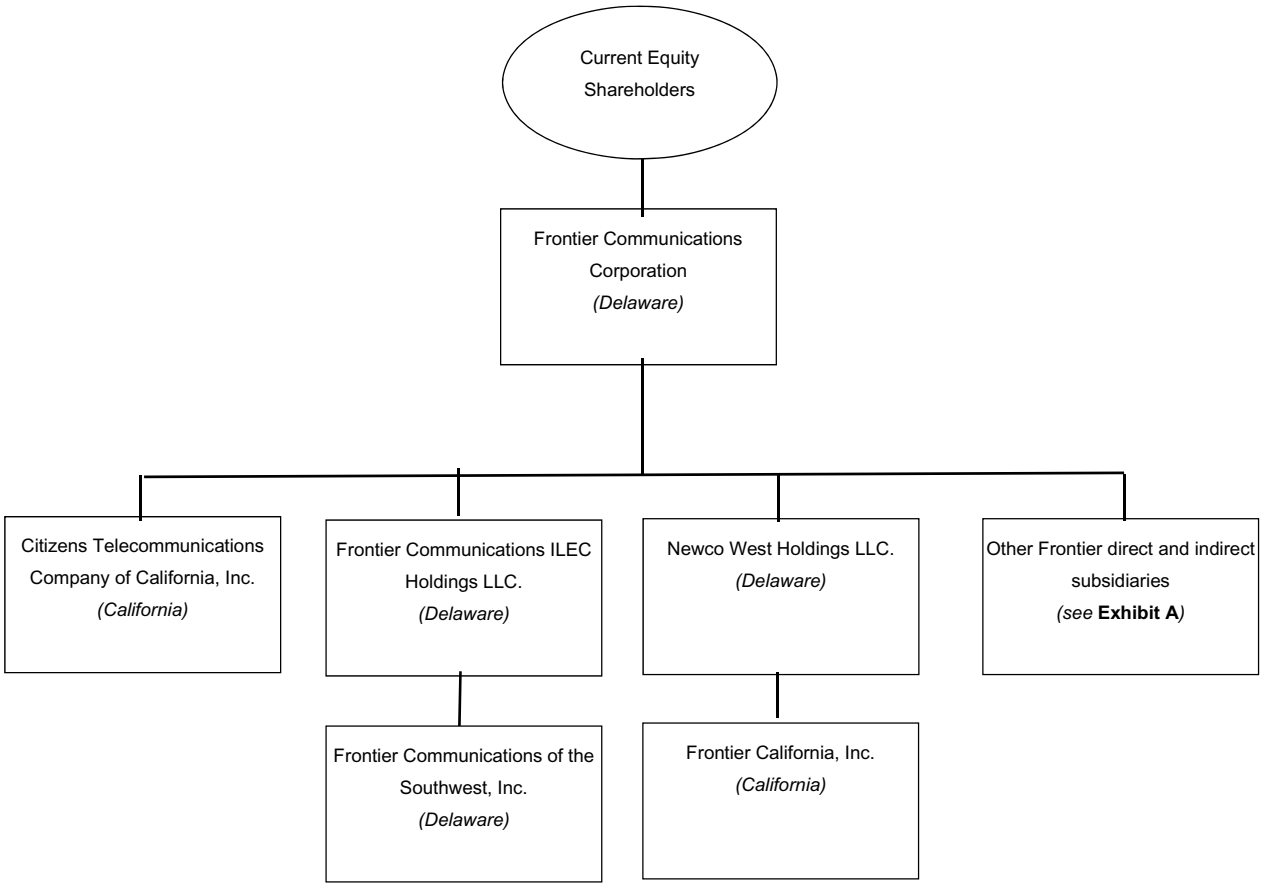
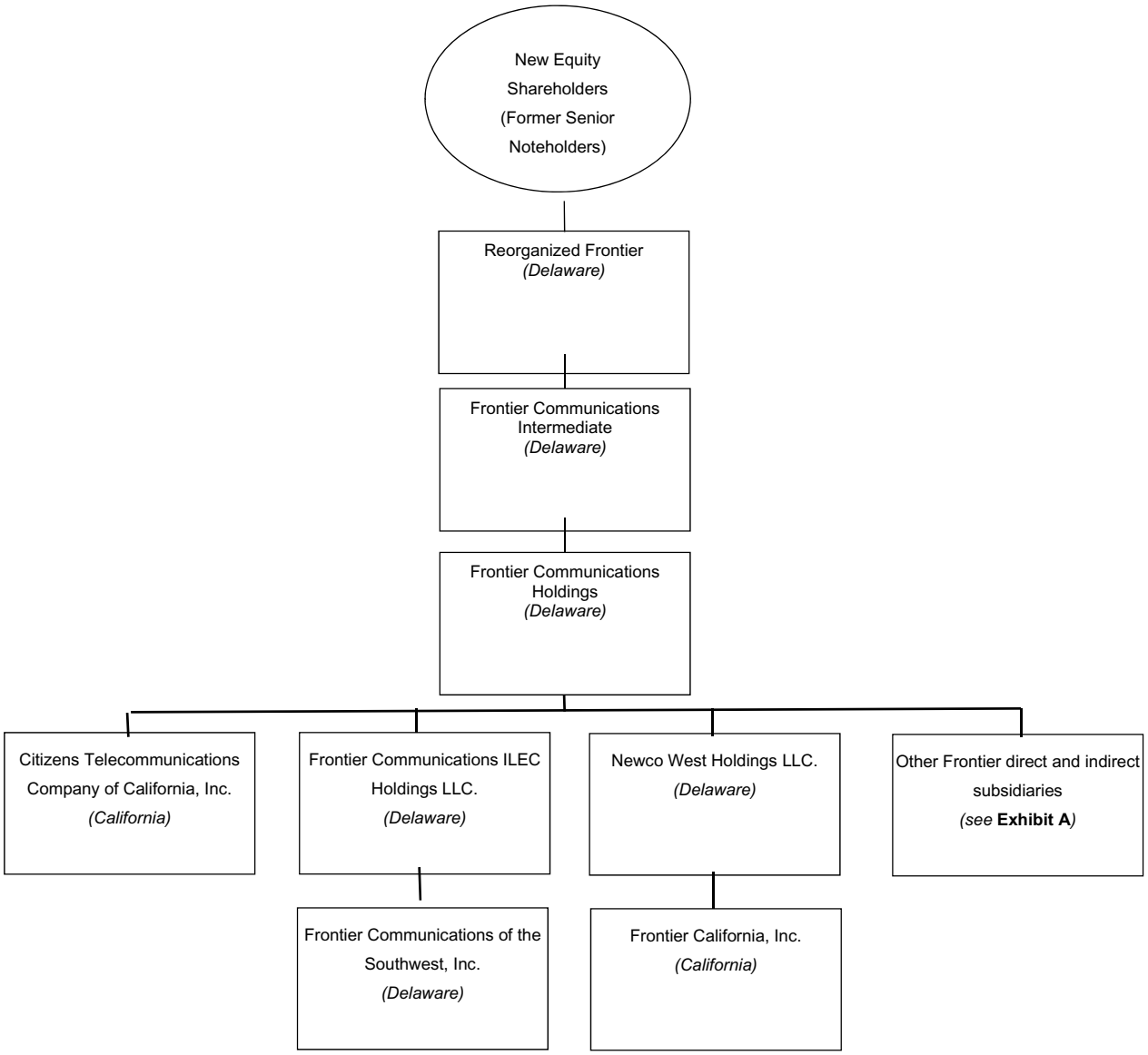
subsidiaries, including the California ILECs: Frontier California, CTC California, and Frontier Southwest. Focusing on the California ILEC entities and their intermediate and ultimate parent companies, the current corporate structure is as follows:[14]



Consistent with the RSA and Plan, the Senior Noteholders will hold the stock of the new corporate parent, Reorganized Frontier and two additional intermediate holding companies (referenced herein as Frontier Communications Intermediate and Frontier Communications Holdings.[15] Through this new parent holding company corporate structure, Reorganized Frontier will continue to own the stock of Frontier's existing operating subsidiaries. The new structure will be as follows, again focusing on the California ILEC entities:

[14] FCA and FLD are also wholly-owned subsidiaries of Frontier.

[15] The shareholders of Reorganized Frontier will be the Senior Noteholders, however, the specific holding company structure and names of the holding company entities may be modified during the course of the bankruptcy proceeding. Applicants will notify the Commission of any such changes, as well as any material changes made to the Plan.



As this chart depicts, three new holding companies will be created to house the widely-held equity interests of the Senior Noteholders. None of the corporate structure at the operating company level or intermediate holding company level will be impacted.

VII. DESCRIPTION OF THE CHAPTER 11 PROCEEDING.

A. Events Leading to the Chapter 11 Filing

Frontier has arrived at a point of financial instability that necessitates the restructuring. Three principal factors have contributed to the Company's financial difficulties.

The primary issue is intense competition, resulting in negative pressures on revenues and profitability margins. Technological advances, as well as regulatory and legislative changes, have

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enabled a wide range of historically non-traditional communications service providers to compete with traditional providers, including the California ILECs. These competitors include wireless, cable, fixed wireless, satellite companies, and VoIP providers of various kinds. Many of these service providers are not subject to the same level of regulation as ILEC providers and have lower cost structures as a result. The industry has also experienced substantial consolidation in recent years, creating larger competitors with increased scope and scale economies. All of these factors create downward pressure on the demand for, and pricing of, the Company's services.

A second major factor is the payment of high debt-service costs associated with the Company's recent acquisitions, most notably in the wake of the 2016 acquisition of operations and assets of Verizon Communications, Inc. ("Verizon") in California, Texas, and Florida.[16] In both 2018 and 2019, Frontier paid interest expense of approximately $1.5 billion.[17]

The third factor relates to the high-cost character of many of Frontier's exchanges, and the struggle to recover those high costs of service. The Company has received certain state and federal regulatory support funding over the years for providing service in high-cost regions, but support has been sharply reduced over time, even though much of the Company's service territory remains extraordinarily high-cost and difficult to serve. In 2015, Frontier accepted the FCC's Connect America Fund ("CAF") Phase II offer to expand broadband across its service territories. The CAF II California support is approximately $38 million annually. This support is expected to end after 2021. The Phase I auction of $16 billion under the FCC's RDOF program—the CAF successor broadband expansion funding program—is scheduled to begin October 29, 2020 and the Company's participation in it will be impacted by both the scope and status of this proceeding.

As a result of these challenges, Frontier's Board of Directors (the "Board") determined that comprehensively addressing Frontier's capital structure was a necessary condition to create financial flexibility.[18] Without improving the balance sheet, Frontier will not be able to dedicate

[16] On April 1, 2016, Frontier closed its purchase of Verizon in California, Texas, and Florida at a purchase price of $10.5 billion. This acquisition was financed with approximately $8.2 billion in new debt and the issuance of $2.75 billion in common and preferred stock.

[17] In 2019 and 2018, the Company's interest expense was $1.535 billion and $1.536 billion, respectively.

[18] The Declaration of Carlin Adrianopoli, Executive Vice President of Strategic Planning for Frontier (the "Adrianopoli Declaration"), which was filed with the "first day motions" in the Bankruptcy Court, outlines

sufficient capital to the Company's operations, including investments in network infrastructure, to maintain and grow the company in a changing telecommunications environment where competition remains fierce.

B. The Status of the Bankruptcy Proceeding

On April 14, 2020, Frontier commenced the Chapter 11 Cases after entering into the RSA with the Consenting Noteholders. The full list of Debtors in the Chapter 11 Cases is included in **Exhibit E** attached hereto. Frontier filed all necessary "first day" motions, which were granted by the Bankruptcy Court, thereby enabling the Company to serve customers, pay vendors, and operate in a "business as usual" manner while the Chapter 11 Cases are pending.

Since the Petition Date, Frontier has worked with the Consenting Noteholders to memorialize the terms set forth in the RSA in the Plan, which was filed with the Bankruptcy Court on May 15, 2020. In conjunction with the Plan, Frontier has also filed its disclosure statement (the "Disclosure Statement") relating to the Plan with the Bankruptcy Court. Section 1126(c) of the Bankruptcy Code requires acceptance of the Plan by at least two-thirds in dollar amount and more than one-half in number of Senior Noteholders. As noted above, 75% of the Senior Noteholders have executed the RSA agreeing to support the Plan as filed by Frontier. Therefore, Applicants expect the Plan to be approved by the Bankruptcy Court without material modification in August 2020, after which the Company would be prepared to emerge from Chapter 11.

VIII. THE PUBLIC INTEREST SUPPORTS A WAIVER OF PRE-APPROVAL REQUIREMENTS PURSUANT TO PUBLIC UTILITIES CODE SECTION 853(B).

The Commission should exercise its authority under Public Utilities Code Section 853(b) to exempt this matter from review under Public Utilities Code Section 854. Section 853(b) provides, in relevant part, that "[t]he commission may from time to time by order or rule, . . . exempt any public utility, from this article if it finds that the application thereof with respect to the public utility . . . is not necessary in the public interest." Pub. Util. Code § 853(b). Here, the

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the Board's evaluation and provides other details of the events leading up to Frontier's bankruptcy. The Adrianopoli Declaration is provided herewith, without its voluminous exhibits, as **Exhibit D.**

public utilities subject to this section are the three California ILECs: Frontier California, CTC California, and Frontier Southwest.

In the past, the Commission has exercised its authority in appropriate cases either to exempt a particular public utility transaction from prior review entirely,[19] or to exempt a transaction from particular provisions of the Public Utilities Code.[20] In the 2003 *WorldCom* case, which also involved a large telecommunications provider emerging from bankruptcy, the Commission used its authority under Section 853(b) to find that full Section 854 review was not necessary, in part because the transaction did not change rates or terms of service for existing customers.[21]

The Commission has indicated that it will make exemption decisions on a case-by-case basis, after considering the particular circumstances of each request.[22] In the present case, as with the *WorldCom* precedent, the facts show that a full Section 854 review of the structural changes contemplated by the reorganization of Frontier is not necessary. The terms of the RSA and the Adrianopoli Declaration submitted with the Chapter 11 Cases demonstrate that the Restructuring will have substantial advantages for Frontier's long-term operational and financial stability. *See* **Exhibit D.** Likewise, the Restructuring will only impact the ultimate ownership of the parent company, Frontier, with no material impact on the California Operating Subsidiaries or consumers, including such consumers' rates and terms of service. No new majority shareholder will be created, so the Plan does not create a vehicle for a new ultimate owner to assume control of the California ILECs. Based on the documents submitted herewith, the above facts of the reorganization are clearly demonstrated, and an extensive review is not required to evaluate them.

Section 854 review is concerned with "persons and corporations, not the public in general," and typically applies "only when the purchaser of the [stock] is able to take control of

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[19] *See, e.g., PacifiCorp,* D.01-12-013.

[20] *See, e.g., AT&T Corp.,* D.00-05-023; *MCI Communications (MCIC) and British Communications, plc (BT),* D.97-05-092; *see also*, *WorldCom*, D.03-11-015 at 13-14 (COL 1, 2).

[21] *Id*.; *see also Wild Goose Storage*, D.17-10-014 at 1, 13-14 (granting request for exemption from § 851 of the Code to encumber 100% of assets to serve as security for a refinancing transaction involving senior affiliate companies.).

[22] *AT&T Corp.,* D.98-05-022; *see also, MCI Communications (MCIC) and British Communications, plc (BT),* D.97-05-092.

the public utility."[23] The review process under Section 854 is focused on mergers, acquisitions, and other transactions that create new market entrants or ultimate majority shareholders of a public utility. The Section 854 standards are not suited to evaluate changes in the corporate form or the structure of an ultimate parent that have no substantive impacts on utility operations or customers in California. The principal function of Section 854 review is to ensure that a new controlling owner of a public utility is scrutinized to ensure its fitness to operate a public utility in California.[24] Here, the California ILECs will continue to be owned by a broad group of non-majority shareholders both before and after the implementation of the Plan approved by the Bankruptcy Court.

Moreover, there is no public interest imperative to conduct a full Section 854 review because the reorganization will be seamless and transparent to consumers. It will not create any service interruption or change in services received by any California customer, nor will it result in any change in rates or terms of service. The Company will continue to provide the same services, at the same rates, under the same tariffs, terms, and conditions as it does currently. The California Operating Subsidiaries that will emerge after confirmation of the Plan will continue to fulfill duties to customers, honor capital commitments and build-out plans, and observe regulatory requirements to the same extent as that they do today.

The reorganization also does not raise any of the traditional competitive or customer-affecting issues that otherwise might be present with an acquisition, merger, or similar transaction. In particular, the reorganization will in no way diminish competition, as there is no merger, consolidation, or acquisition involving another carrier or service provider. In fact, successful implementation of the Plan will improve competition by giving Frontier a more stable long-term financial platform through which the Company can better compete with major providers, such as cable companies and wireless carriers.

The Commission's review of the structural changes described herein, and as contemplated

[23] *CRICO Communications*, D.92-05-006 at 3.

[24] *See* D.10-03-008 at 4, 8 (explaining that the purpose of Section 854 approval is to subject new owners to the same review as if it were seeking a CPCN).

by the reorganization, is "not necessary in the public interest," so the standard under Section 853(b) is met.[25] This finding is especially compelling given the bankruptcy context of this matter, as the Chapter 11 Cases are being conducted under careful judicial supervision, which includes extensive safeguards to protect customer, employee, creditor, and investor interests similar to the factors considered by the Commission in approving non-bankruptcy transactions under Sections 854. The Commission should not create a burdensome or extensive process that would duplicate a review that is already being conducted through the Bankruptcy Court's review process. Instead, the Commission should recognize the public interest benefits of moving Frontier out of bankruptcy and into its more stable financial platform as soon as reasonably possible.

The longer the Company remains in bankruptcy, the more of its resources will be consumed by administrative, legal, and bankruptcy-related costs and expenses instead of for the benefit of its California consumers, employees and network. An exemption under Section 853(b) is the most expeditious vehicle to minimize these impacts and move this matter toward completion on a timeframe that will result in approval of the Restructuring that parallels the Bankruptcy Court's review.

IX. THE REORGANIZATION MEETS THE TRANSFER OF CONTROL REQUIREMENTS UNDER PUBLIC UTILITIES CODE SECTION 854(B).

If, notwithstanding the facts supporting an exemption under Section 853(b), the Commission conducts the Section 854 review, the reorganization meets all of the statutory criteria and is manifestly in the public interest. Although the Section 853(b) "public interest" analysis is better suited to a straightforward parent-level restructuring of this sort, the result under either statutory section would be the same.

A. The Reorganization Will Provide Short-Term and Long-Term Economic Benefits to Ratepayers (Public Utilities Code Section 854(b)(1)).

In compliance with Public Utilities Code Section 854(b)(1), the Plan will generate significant short-term and long-term economic benefits for California ratepayers. The anticipated

[25] Pub. Util. Code § 853(b).

debt reduction and reorganization achieved by the Plan will significantly enhance Applicants' corporate and operational stability, thereby allowing the California Operating Subsidiaries to continue to provide high-quality voice and broadband services to its existing customers. This anticipated debt relief will position the California Operating Subsidiaries to be stronger operators and providers of voice and broadband services, allowing them to improve and enhance the services they provide.

B. No Specific Allocation of Benefits from the Reorganization is Required Because Frontier's Operating Companies are Not Subject to Rate Regulation in California (Public Utilities Code Section 854(b)(2)).

Section 854(b)(2) requires that any proposed transaction "[e]quitably allocates, *where the commission has ratemaking authority*, the total short-term and long-term forecasted economic benefits, as determined by the commission, of the proposed merger, acquisition, or control, between shareholders and ratepayers."[26] However, Section 854(b)(2) is inapplicable to Frontier since the Commission does not exercise ratemaking authority over the California ILECs. Frontier's three California ILECs each operate under the Uniform Regulatory Framework ("URF"), under which the Commission has removed economic and rate regulations for each of these companies.[27] Frontier's two interexchange carrier (long distance) subsidiaries, FCA and FLD, are also free from traditional price regulation.[28] Because these companies are not price-regulated, the economic benefits of the restructuring will flow to ratepayers through the operation of market forces.[29] For companies facing intense competition like the California Operating Subsidiaries, the competitive market has been, and remains, the most efficient way to set prices, and it is the most efficient mechanism to pass on transaction cost efficiencies to customers from this restructuring.

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[26] Pub. Util. Code § 854(b)(2) (emphasis added).
[27] *URF Phase 1 Decision*, D.06-08-030, at 2.
[28] *See Competition in the Provision of Telecommunications Transmission Services*, D.84-06-113, at 96 ("By non-dominant carrier regulation we intend that applicants have the freedom to set and change their rates as their self-interests indicate.").
[29] *See Pacific Telesis Group*, D.97-03-067, at 18 ("[W]here market forces exist, we prefer that competition, instead of regulatory fiat, drive realized benefits to consumers through reduced prices and improved services.")

C. The Reorganization Will Not Adversely Impact Competition (Public Utilities Code Section 854(b)(3)).

1. The Reorganization Will Enhance Competition By Making the California Operating Subsidiaries Stronger Competitors.

Section 854(b)(3) requires the Commission to find that the restructuring does not "adversely affect competition."[30] As explained above, the Plan will result in a discharge of certain funded debt obligations that would be difficult for Frontier to sustain in the long run. Providing Frontier with the opportunity to relieve itself of these debt obligations will enhance its balance sheet and increase its operating capital, benefitting the California Operating Subsidiaries' customers and making them stronger competitors. The Restructuring will not give any Applicant market power or any undue advantages in the market. Rather, by enhancing Applicants' abilities to compete more effectively, competitors will be encouraged to do the same, which in turn facilitates improved service, more choices, new products, and lower prices for consumers. Aside from the potential benefits to the competitive market by augmenting the California Operating Subsidiaries' abilities to compete, the Restructuring will not impact competition.

2. An Attorney General Opinion Regarding Competitive Impacts Is Not Needed And Should Be Waived Pursuant to Public Utilities Code Section 853(b).

Under Public Utilities Code Section 853, the Commission may issue exemptions from any requirement in Article 6 of that portion of the Public Utilities Code, including the requirement to obtain an Attorney General ("AG") opinion requirement as set forth in Section 854(b)(3).[31] Such an exemption would be appropriate here even if the full Section 853(b) exemption is not granted. As the Restructuring will not adversely affect competition, but instead will enhance it, the Commission should conclude that the AG opinion is not "necessary in the public interest." *Id.* To ensure that Frontier can emerge from bankruptcy in an efficient matter, it is critical that the Commission expeditiously complete its review of Frontier's Restructuring. Given the facts surrounding this reorganization, and the lack of any plausible harm to the market from implementing the reorganization, the Commission should not create potential delays by requiring

[30] Pub. Util. Code § 854(b)(3).
[31] Pub. Util. Code § 853(b).

an AG opinion.

X. THE REORGANIZATION MEETS THE PUBLIC INTEREST STANDARD UNDER PUBLIC UTILITIES CODE 854(c).

Pursuant to Section 854(c), there are seven statutory factors that collectively test whether "on balance, that the merger, acquisition, or control proposal is in the public interest." Section 854(c) does not require the Commission to find that each of the seven criteria is met on its own terms. Rather, Section 854(c) directs the Commission to weigh the various effects of the transaction and to determine whether the merger is, "on balance," in the public interest.[32] The Plan satisfies each of the seven criteria and is, therefore, in the public interest.

A. The Reorganization Will Materially Improve Frontier's Financial Condition (Public Utilities Code Section 854(c)(1)).

The Plan will ensure that the California Operating Subsidiaries will emerge from Chapter 11 as stronger, more stable service providers and competitors. As explained above, Applicants expect the Plan to reduce Frontier's debt by over $10 billion. Servicing Frontier's current level of debt and $1.5 billion in annual interest payments over the long-term is unsustainable and would be harmful to the California Operating Subsidiaries. The significant reduction of debt, reduced interest payments of approximately $1 billion annually and improved capital structure resulting from the restructuring will establish an appropriate capital structure for Frontier that will significantly strengthen its financial condition and liquidity, which, in turn, will better position the Reorganized Frontier to focus on strategic growth.

Most importantly, by restructuring its balance sheet, Frontier's California Operating Subsidiaries will be better situated to improve the customer experience by making additional improvements in its operations and networks, including continuing to expand their broadband infrastructure. Through the restructuring, Frontier will have improved access to capital, enhancing its California Operating Subsidiaries' abilities to more effectively compete in a dynamic telecommunications marketplace and better serve the needs of existing and new customers

[32] *See GTE Corp.*, D.00-03-021, at 145.

throughout its service territory. Similarly, consumers and businesses will benefit from the continued presence of Frontier's California Operating Subsidiaries in the marketplace and the availability of local exchange and other services at reasonable market prices.

B. The Reorganization Will Give the Company an Improved Platform to Improve the Quality of Service to Ratepayers (Public Utilities Code Section 854(c)(2)).

Section 854(c)(2) requires the Commission to consider whether the Restructuring "will maintain or improve the quality of service." The terms of the Plan satisfy this standard. Existing customer services will not be discontinued or interrupted as a result of implementing the anticipated restructuring. The California Operating Subsidiaries will continue to provide service to their existing customers pursuant to existing rates, terms, and conditions and the restructuring will be, for all practical purposes, imperceptible to customers. In addition, the Plan will not have any adverse impacts on wholesale services or purchasers of such services in California. Frontier's California Operating Subsidiaries will retain all existing obligations under their current interconnection agreements and other existing contractual arrangements, and will continue to comply with all applicable federal and state statutory and regulatory obligations. Approval of the Plan will allow Frontier's California Operating Subsidiaries to improve their customer service platforms to better respond to customer needs.

C. The Reorganization Will Maintain or Improve the Management of the California Operating Subsidiaries (Public Utilities Code Section 854(c)(3)).

The Chapter 11 process is specifically designed to enable companies to continue to operate as usual while they develop and implement a financial restructuring plan. The Board will continue to oversee the Company during the pending Chapter 11 proceeding. In the Chapter 11 process and with Frontier's emergence, the composition of the Board may change in the ordinary course.[33] Under the terms of the RSA and Plan, no changes to Frontier's California Operating Subsidiaries' current management are anticipated. Some management personnel may change in the ordinary course during and following the bankruptcy process, but this is not expected to impact

[33] The Plan provides that the board of directors of Reorganized Frontier shall consist of directors, determined by the Consenting Noteholders.

management in California or day-to-day operations in California.

D. The Reorganization Will Be Fair to Employees (Public Utilities Code Section 854(c)(4)).

The Restructuring provided for in the Plan is fair and reasonable to all affected personnel, including union-represented and non-union employees and will not change the terms of their employment. Applicants intend to maintain its existing employees supporting California during and after emerging from Chapter 11. All employee wages, compensation, and benefit programs, and collective bargaining agreements, including without limitation under any expired collective bargaining agreements, in place as of the effective date of the Plan, are anticipated to be assumed by the Company and remain in place as of the effective date of the Plan. Importantly, Applicants' employees will benefit from the stability of a stronger and more financially healthy company with a more certain financial future. This should create stability amongst employees by preserving the California ILECs status as network-focused providers that are committed to growing its customer base and improving service in California.

E. The Reorganization Will Reach a Fair Result for Shareholders (Public Utilities Code Section 854(c)(5)).

The Restructuring will be fair and reasonable to Frontier's shareholders, as evidenced by the Board's conclusion that the reorganization is in the interest of the shareholders and the Company. Commission precedent confirms that board approval, and a company determination that a restructuring plan is in the interest of shareholders, are sufficient to satisfy this factor.[34]

F. The Reorganization Will Benefit State and Local Economies By Positioning the Company to Invest More Extensively in its Network (Public Utilities Code Section 854(c)(6)).

The restructuring of Frontier's balance sheet will free up resources that Frontier intends to use to maintain and improve the California Operating Subsidiaries' networks and operations. This investment will directly benefit state and local economies by providing more resilient, reliable voice service and improved broadband-capable facilities over which customers derive greater

[34] *Id.*, at 137.

social, economic, safety, and educational benefits from online connectivity. Further investment will also stimulate the economy by allowing the California Operating Subsidiaries to enter into contracts with local businesses for goods and services. Frontier and its California Operating Subsidiaries have a longstanding track record of direct regional and local engagement, and they intend to continue this practice after emerging from Chapter 11.

G. The Reorganization Will Have No Impact on the Commission's Jurisdiction (Public Utilities Code Section 854(c)(7)).

The reorganization will not alter the Commission's jurisdiction over the California Operating Subsidiaries. The California ILECs operate under URF today, and they will operate under URF after the Restructuring. Frontier's two long distance companies in California will remain subject to the limited regulations applicable to California interexchange carriers. The Restructuring will not change Frontier's participation in California's public purpose or universal service programs, including the California High-Cost Fund-B, the California Teleconnect Fund, the California LifeLine Program, the California Deaf & Disabled Telecommunications Program and the California Advanced Services Fund. Likewise, Frontier and the California ILECs will continue to fulfill the commitments they have made in connection with the acquisition of Verizon's ILEC operations in 2016, and the Commission will retain the ability to enforce those provisions.[35] All affected entities subject to the Commission's jurisdiction will continue to operate in compliance with the Commission's decisions, policies, rules, and regulations.

H. No Mitigation Measures Are Needed to Approve the Reorganization Because the Plan Already Embodies a Balanced Outcome That Will Promote the Public Interest (Public Utilities Code Section 854(c)(8)).

As discussed above, the reorganization will result in no adverse consequences to customers, employees, shareholders, or the public in California. Accordingly, no mitigation measures are necessary under Section 854(c)(8) in order for the Commission to find that the Restructuring of the Company under the Plan is in the public interest.

[35] *See* D.15-12-005 at 78-82.

XII. THE PRE-APPROVAL REQUIREMENTS OF PUBLIC UTILITIES CODE SECTIONS 851 ARE NOT TRIGGERED BECAUSE THE REORGANIZATION DOES NOT CREATE A TRANSFER OF UTILITY ASSETS.

As explained above, this Application presents no issues under Public Utilities Code Section 851. Section 851 is not implicated by this Application because the reorganization does not involve a proposal to "sell, lease, assign, mortgage, or otherwise dispose of, or encumber" a utility asset.[36] The Restructuring will reduce the amount of unsecured debt that Frontier previously held, and it will create new equity interests on behalf of the Senior Noteholders, but it will not result in any dispositions of utility property or new encumbrances on utility property in connection with this shift. Nevertheless, if Section 851 were deemed to apply, it would be satisfied for the same reasons that Section 853(b) and 854 are met.

XIII. PROCEDURAL REQUIREMENTS

A. Name and Address of Applicants (Rule 2.1(a)).

Information addressing this compliance item is presented in Section IV, above.

B. Correspondence and Communications (Rule 2.1(b)).

All correspondence and communications concerning this Application should be directed to counsel as indicated below:

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Sr. Vice President & General Counsel
Frontier Communications Corporation
2378 Wilshire Blvd.
Mound, MN 55364
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201 California Street, 17th Floor
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Fax: 415-433-5530

C. Proposed Categorization and Schedule (Rule 2.1(c)).

1. Proposed Categorization.

The matters raised in this Application do not fit clearly into any of the procedural

[36] Pub. Util. Code § 851.

categories identified in Rule 1.3, *i.e.*, adjudicatory, rate-setting, or quasi-legislative. Therefore, pursuant to Rule 7.1(e)(2) and 1.3(e), the proceeding initiated by this Application should be categorized as rate-setting. This categorization would be consistent with the Commission's categorization of previous proceedings involving Section 854 transactions.[37]

2. Need for Hearings.

Hearings should not be required to evaluate the Restructuring. The Commission has considered other significant transactions under Section 854 without holding hearings.[38] The information in this Application and its exhibits should be sufficient to conclude this proceeding without hearings.

3. Issues.

The principal issue presented by the Application is whether the Restructuring of Frontier meets the public interest standard under Public Utilities Code Section 853(b) sufficient to invoke the exemption from Section 854 review. The secondary issue is whether the Section 854 public interest factors are satisfied, in the event that the Commission does not issue an exemption under Section 853(b).[39]

4. Proposed Schedule.

The Commission's expedited approval of this Application is critical and should not be delayed. An extended approval process would cause Applicants to incur significant administrative, legal, and bankruptcy-related and deplete resources that could otherwise be invested in and used to operate the Company's businesses. Also, as noted above, the first phase of the FCC's RDOF auction is currently scheduled to begin October 29, 2020, and the scope of Frontier's participation will be influenced by both the scope and detail of state approval proceedings. Accordingly, Applicants respectfully request that the Commission set an expedited

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[37] *See*, *e.g.*, *SBC Communications, Inc.*, D.05-11-028, at 108 (C.O.L. 1) ("This proceeding is a ratesetting proceeding.").

[38] *Verizon Communications, Inc.*, D.05-11-029, at 3 (noting that Verizon/MCI merger was approved under Section 854 without holding hearings).

[39] As discussed above, Public Utilities Code Section 851 is not triggered by this Application, but if a contrary determination is reached, approval under Section 851 should be confirmed in addition to approval under Section 854.

procedural schedule as follows:[40]

May 22, 2020 – Application Filed

May 27, 2020 – Application in Daily Calendar

June 26, 2020 – Protest Deadline

July 6, 2020 – Reply to Protest

July 10, 2020 – Pre-Hearing Conference

September 8, 2020 – Proposed Decision Issued

October 8, 2020 – Final Decision Adopted

This schedule will allow for sufficient review of the Application and resolve the case on a timeline that would allow Applicants to emerge from bankruptcy reasonably contemporaneously with the anticipated conclusion of the Chapter 11 process. As noted above, hearings are not required, and they are particularly unnecessary in the context of a pre-arranged bankruptcy that is already subject to review through the Bankruptcy Court.

D. Organization and Qualification to Transact Business (Rule 2.2).

Articles of incorporation for each applicant are attached collectively as **Exhibit F**.

E. California Environmental Quality Act Compliance (Rule 2.4).

The reorganization does not involve a "project" under California Code of Regulations 15378 and does not have any potential for effectuating a physical change in the environment. Accordingly, there are no negative environmental impacts associated with the Application and no CEQA review is necessary. The Commission has reached this conclusion in connection with prior applications that do not request "authority for new construction" and will not "result in any changes to the current use of assets.[41] The same conclusion is appropriate here.

[40] Frontier's proposed schedule identifies the initial filing dates and the critical dates for conclusion of this matter, but the specific intermediary events and dates should be subject to discussions with the parties and resolution at the Pre-Hearing Conference.

[41] *See, e.g., Joint Application of Frontier Communications Corp.*, D.09-10-056, at 18.

F. Character of Business (Rule 3.6(a)).

The character of business performed, and the territory served by each Frontier operating company, are described in Sections III and IV, above.

G. Description of Property Involved (Rule 3.6(b)).

No property is implicated by this Application.

H. Terms and Conditions of the Reorganization (Rules 3.6(d), (f), and (g)).

The terms and conditions of the reorganization are described in this Application and the accompanying exhibits, including the RSA and the Plan. *See* **Exhibits B** and **C**.

I. Financial Statement (Rule 3.6(e)).

Balance sheets and income statements for the California Operating Subsidiaries are supplied in **Exhibit G**. In addition, the most recent 10-K for Frontier is available at the following link: https://docs.frontierpucapproval.com/frontier-10k.pdf. However, the financials at the operating company level are confidential and they are being provided under seal as part of a Motion to seal, filed contemporaneously with this Application. As set forth therein, these financials are competitively-sensitive, proprietary materials subject to the protections of Public Utilities Code Section 583, Commission General Order ("G.O.") 66-C, the California Public Records Act, and other provisions of law incorporated through G.O. 66-C.

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XIV. CONCLUSION.

Whether appropriate exemptions are provided under Section 853(b), or whether the Commission conducts a review of the materials submitted herewith and assesses the public interest associated with the reorganization of Frontier, this Application is well justified and should be approved. Applicants also request that the Commission act on the Application expeditiously to determine that a Section 853(b) exemption applies, or, in the alternative, issuing any approvals needed and other relief as may be necessary or appropriate to permit Frontier to implement its reorganization. This will enable Applicants to realize the benefits of the restructuring as quickly as possible and avoid unnecessary expenses that would result from a protracted regulatory process.

Respectfully submitted this 22nd day of May, 2020.

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By: _____
Patrick M. Rosvall

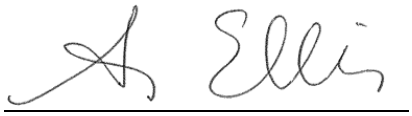
Attorneys for Frontier Communications Corporation, Frontier California Inc., Citizens Telecommunications Company of California Inc., Frontier Communications of the Southwest Inc., Frontier Communications Online and Long Distance Inc., and Frontier Communications of America, Inc.

VERIFICATION

I, Allison M. Ellis, am an officer of Frontier Communications Corporation, employed as its Senior Vice President of Regulatory Affairs, and I am authorized to make this verification on behalf of Frontier Communications Corporation, Frontier California, Inc., Citizens Telecommunications Company of California, Inc., Frontier Communications of the Southwest, Inc., Frontier Communications Online and Long Distance, Inc., and Frontier Communications of America, Inc.

I have read the foregoing Application, and I know the contents thereof, from my own knowledge and/or from discussing its contents with other knowledgeable employees and/or representatives of Frontier Communications Corporation, Frontier California, Inc., Citizens Telecommunications Company of California, Inc., Frontier Communications of the Southwest, Inc., Frontier Communications Online and Long Distance, Inc., and Frontier Communications of America, Inc. The matters stated therein are true of my own knowledge or I am informed and believe that they are true, and on that basis, I allege that the matters stated therein are true.

Executed this 22nd day of May, 2020 in Chapel Hill, North Carolina

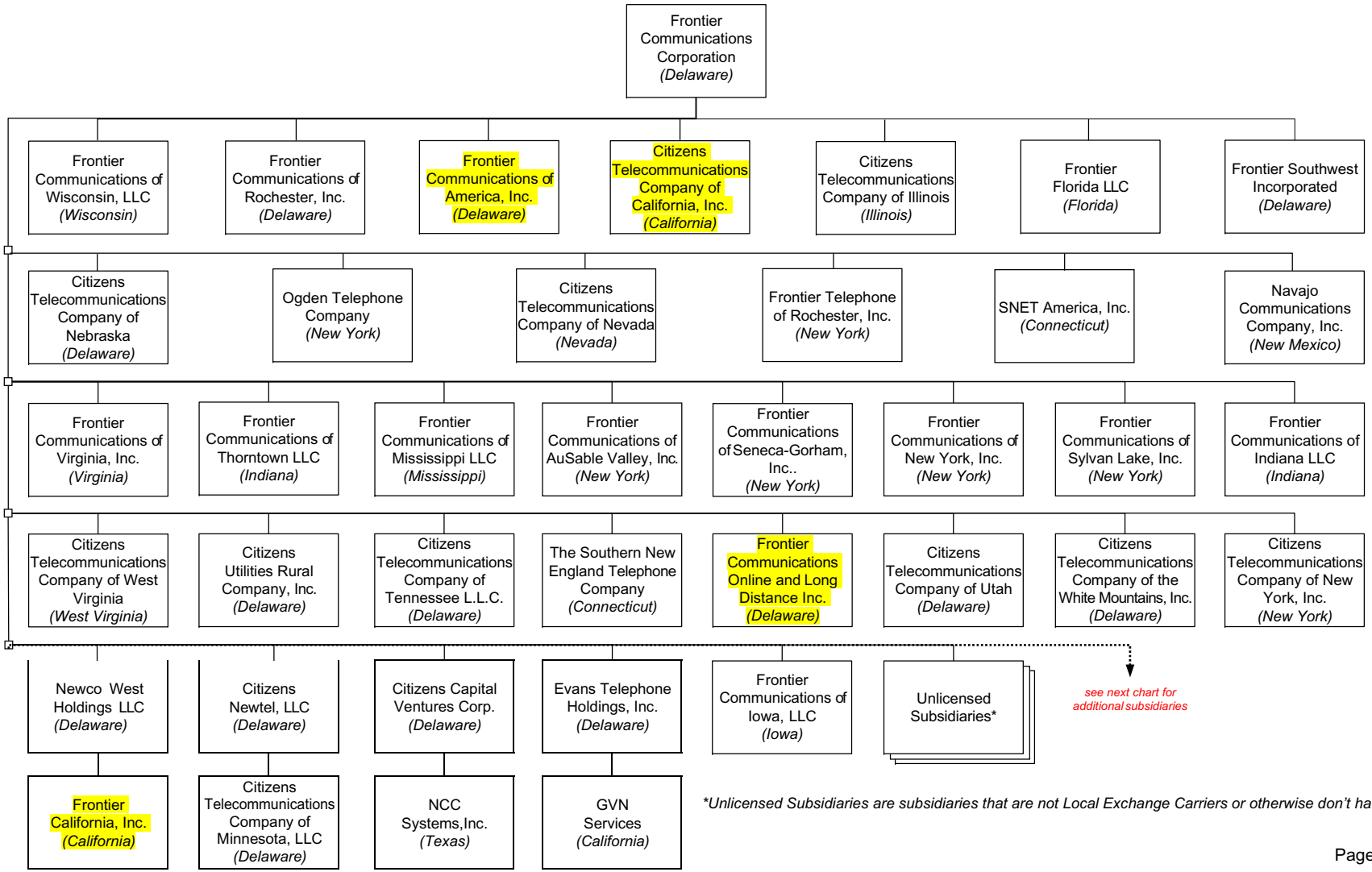


Allison M. Ellis
Senior Vice President, Regulatory Affairs

Exhibit A

Pre-Emergence Corporate Structure

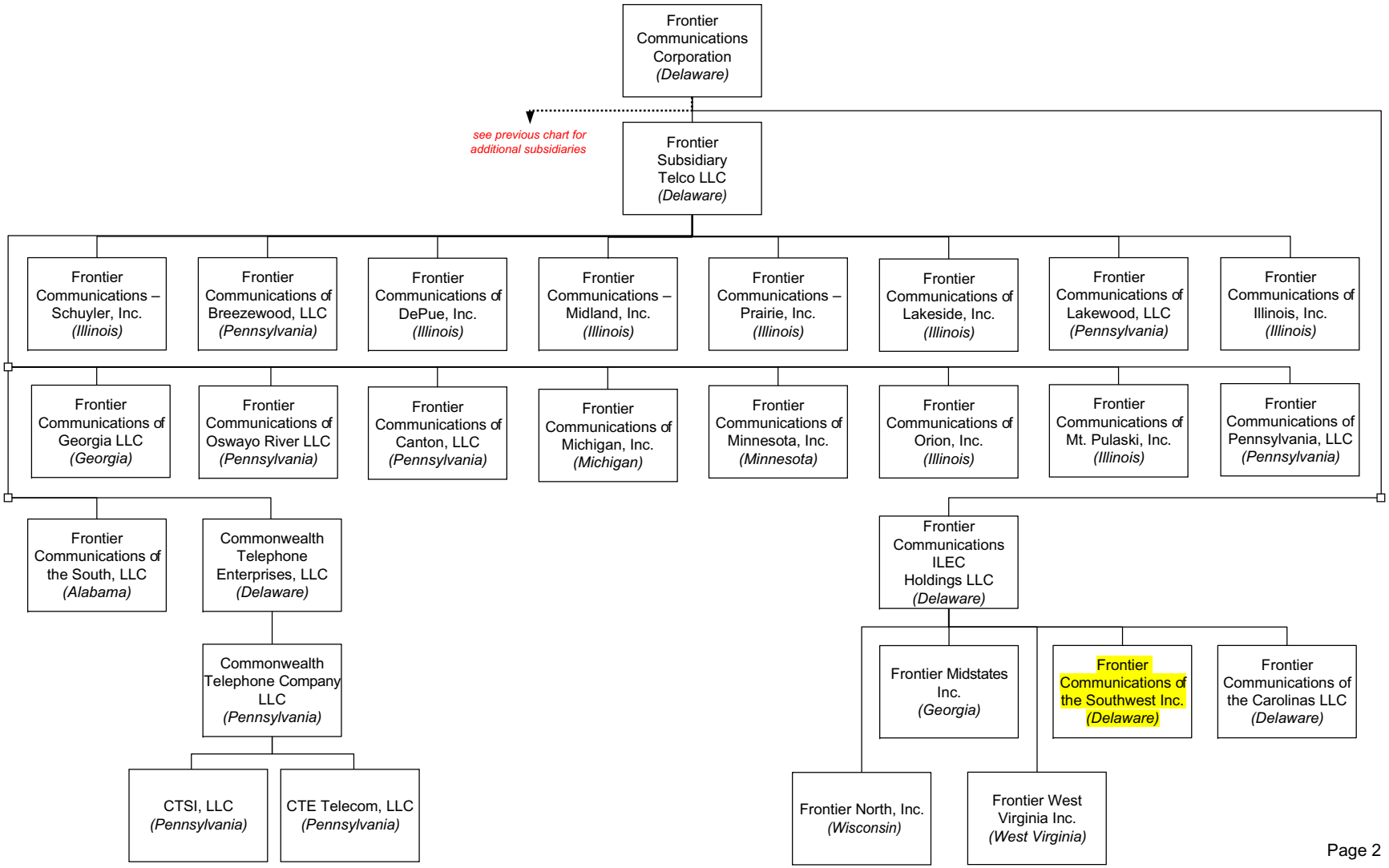
All ownership percentages are 100%



*Unlicensed Subsidiaries are subsidiaries that are not Local Exchange Carriers or otherwise don't have licenses.

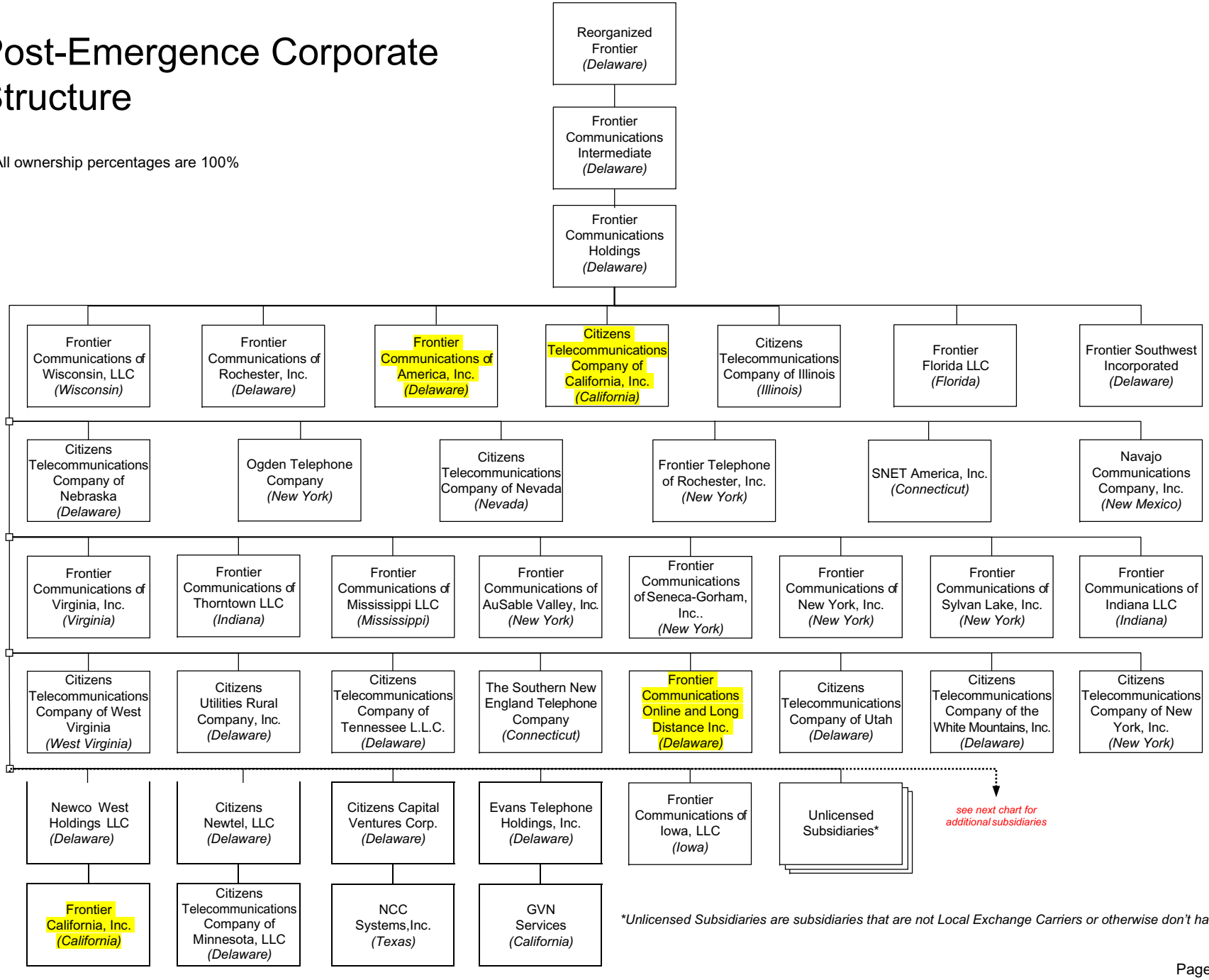
Pre-Emergence Corporate Structure (continued)

All ownership percentages are 100%



Post-Emergence Corporate Structure

All ownership percentages are 100%



*Unlicensed Subsidiaries are subsidiaries that are not Local Exchange Carriers or otherwise don't have licenses.

Post-Emergence Corporate Structure (continued)

All ownership percentages are 100%

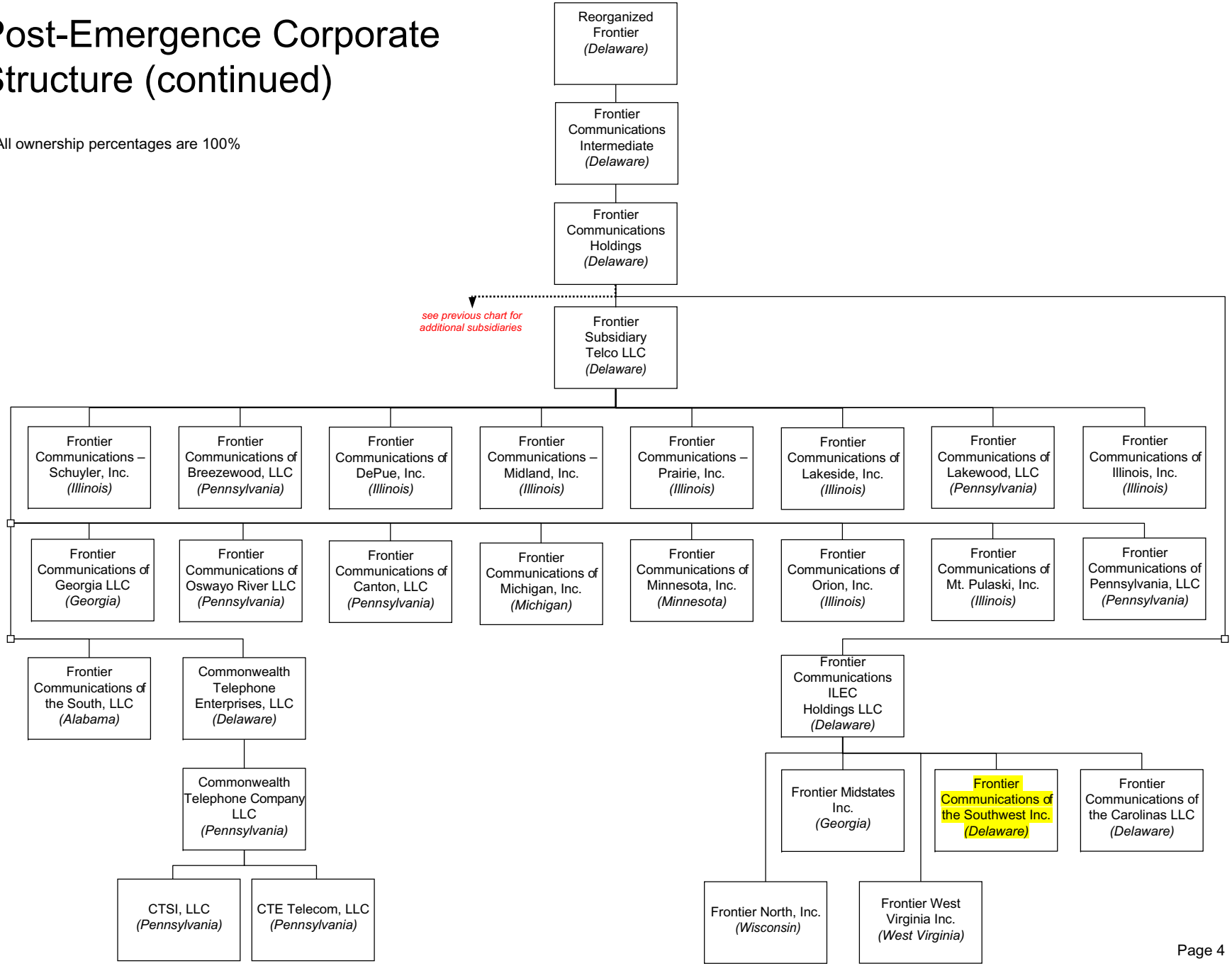


Exhibit B

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER OR ACCEPTANCE WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS RESTRUCTURING SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED HEREIN, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

THIS RESTRUCTURING SUPPORT AGREEMENT HAS BEEN PRODUCED FOR DISCUSSION AND SETTLEMENT PURPOSES ONLY AND IS SUBJECT TO RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND OTHER SIMILAR APPLICABLE STATE AND FEDERAL STATUTES, RULES, AND LAWS. THIS RESTRUCTURING SUPPORT AGREEMENT AND THE INFORMATION CONTAINED HEREIN ARE SUBJECT TO THE TERMS OF ANY CONFIDENTIALITY AGREEMENTS (AS DEFINED HEREIN).

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (including all exhibits, annexes, and schedules attached hereto in accordance with Section 15.02, this "**Agreement**") is made and entered into as of April 14, 2020 (the "**Execution Date**"), by and among the following parties (each of the following described in sub-clauses (i) and (ii) of this preamble, collectively, the "**Parties**"):[1]

i. Frontier Communications Corporation, a company incorporated under the Laws of Delaware ("**Frontier**"), and each of its direct and indirect subsidiaries listed on **Exhibit A** to this Agreement that has executed and delivered counterpart signature pages to this Agreement to the Noteholder Groups Counsels (the Entities in this clause (i), collectively, the "**Company Parties**"); and

ii. the undersigned holders of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold, Senior Notes Claims that have executed and delivered counterpart signature pages to this Agreement on the Execution Date or subsequently delivered a Joinder or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (ii), collectively, the "**Consenting Noteholders**").

RECITALS

WHEREAS, the Company Parties and the Consenting Noteholders have in good faith and at arm's length negotiated or been apprised of certain restructuring and recapitalization transactions with respect to the Company Parties' capital structure on the terms (a) set forth in this Agreement and (b) as specified in the restructuring term sheet attached as **Exhibit B** hereto

[1] Capitalized terms used but not defined in the preamble and recitals to this Agreement have the meanings ascribed to them in Section 1 of this Agreement or the Restructuring Term Sheet (as defined below), as applicable.

(as may be amended, supplemented, or modified from time to time in accordance with the terms hereof, the "**Restructuring Term Sheet**") (such transactions as described in, and in accordance with, this Agreement and the Restructuring Term Sheet, the "**Restructuring Transactions**");

WHEREAS, the Company Parties intend to implement the Restructuring Transactions, including through the commencement by the Debtors of voluntary cases under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (the cases commenced, the "**Chapter 11 Cases**"); and

WHEREAS, the Parties have agreed to take certain actions in support of the Restructuring Transactions on the terms and conditions set forth in this Agreement (including the exhibits hereto).

NOW, THEREFORE, in consideration of the representations, warranties, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

AGREEMENT

Section 1. ***Definitions and Interpretation.***

1.01. Definitions. The following terms shall have the following definitions:

"**1991 Notes Indenture**" means that certain Base Indenture, dated as of August 15, 1991, by and between Frontier, as issuer, and JPMorgan Chase Bank, N.A., as successor trustee, as amended, supplemented, or modified from time to time.

"**2001 Notes Indenture**" means that certain Indenture, dated as of August 16, 2001, by and between Frontier, as issuer, and JPMorgan Chase Bank, N.A., as successor trustee, as amended, supplemented, or modified from time to time.

"**2006 Notes Indenture**" means that certain Indenture, dated as of December 22, 2006, by and between Frontier, as issuer, and The Bank of New York, as trustee, as amended, supplemented, or modified from time to time.

"**2009 Notes Indenture**" means that certain Base Indenture, dated as of April 9, 2009, by and between Frontier, as issuer, and The Bank of New York Mellon, as trustee, as amended, supplemented, or modified from time to time.

"**2010 Notes Indenture**" means that certain Indenture, dated as of April 12, 2010, by and between New Communications Holdings Inc., as issuer, and the Bank of New York Mellon, as trustee, as amended, supplemented, or modified from time to time.

"**2015 Notes Indenture**" means that certain Base Indenture, dated as of September 25, 2015, by and between Frontier, as issuer, and The Bank of New York Mellon, as trustee, as amended, supplemented, or modified from time to time.

"**2020 April Notes**" means the 8.500% unsecured notes due April 15, 2020, issued pursuant to the 2010 Notes Indenture.

"**2020 September Notes**" means the 8.875% unsecured notes due September 15, 2020, issued pursuant to the 2015 Notes Indenture.

"**2021 July Notes**" means the 9.250% unsecured notes due July 1, 2021, issued pursuant to the 2009 Notes Indenture.

"**2021 September Notes**" means the 6.250% unsecured notes due September 15, 2021, issued pursuant to the 2009 Notes Indenture.

"**2022 April Notes**" means the 8.750% unsecured notes due April 15, 2022, issued pursuant to the 2010 Notes Indenture.

"**2022 September Notes**" means the 10.500% unsecured notes due September 15, 2022, issued pursuant to the 2015 Notes Indenture.

"**2023 Notes**" means the 7.125% unsecured notes due January 15, 2023, issued pursuant to the 2009 Notes Indenture.

"**2024 Notes**" means the 7.625% unsecured notes due April 15, 2024, issued pursuant to the 2009 Notes Indenture.

"**2025 January Notes**" means the 6.875% unsecured notes due January 15, 2025, issued pursuant to the 2009 Notes Indenture.

"**2025 November Notes**" means the 7.000% unsecured debentures due November 1, 2025, issued pursuant to the 1991 Notes Indenture.

"**2025 September Notes**" means the 11.000% unsecured notes due September 15, 2025, issued pursuant to the 2015 Notes Indenture.

"**2026 Notes**" means the 6.800% unsecured debentures due August 15, 2026, issued pursuant to the 1991 Notes Indenture.

"**2027 Notes**" means the 7.875% unsecured notes due January 15, 2027, issued pursuant to the 2006 Notes Indenture.

"**2031 Notes**" means the 9.000% unsecured notes due August 15, 2031, issued pursuant to the 2001 Notes Indenture.

"**2034 Notes**" means the 7.680% unsecured debentures due October 1, 2034, issued pursuant to the 1991 Notes Indenture.

"**2035 Notes**" means the 7.450% unsecured debentures due July 1, 2035, issued pursuant to the 1991 Notes Indenture.

"**2046 Notes**" means the 7.050% unsecured debentures due October 1, 2046, issued pursuant to the 1991 Notes Indenture.

"**Affiliate**" has the meaning set forth in the Restructuring Term Sheet.

"**Agents**" means any administrative agent, collateral agent, or other agent or similar entity under the Credit Agreement or the DIP Credit Agreement.

"**AG Notes Group**" means the ad hoc group or committee of Consenting Noteholders represented by the AG Group Representatives.

"**AG Group Representatives**" means Akin and Ducera.

"**Agreement**" has the meaning set forth in the preamble to this Agreement and, for the avoidance of doubt, includes all the exhibits, annexes, and schedules hereto in accordance with Section 15.02.

"**Agreement Effective Date**" means the date on which the conditions set forth in Section 2 have been satisfied or waived by the appropriate Party or Parties in accordance with this Agreement.

"**Agreement Effective Period**" means, with respect to a Party, the period from the Agreement Effective Date to the Termination Date applicable to that Party.

"**Akin**" means Akin Gump Strauss Hauer & Feld LLP, as counsel to the AG Notes Group.

"**Alternative Restructuring Proposal**" means any plan, inquiry, proposal, offer, bid, term sheet, discussion, or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, asset sale, share issuance, tender offer, recapitalization, plan of reorganization, share exchange, business combination, joint venture or similar transaction involving any one or more Company Parties or the debt, equity, or other interests in any one or more Company Parties, in each case, other than the Restructuring Transactions.

"**Altman**" means Altman Vilandrie & Company, as advisor to the Noteholder Groups.

"**Bankruptcy Code**" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended.

"**Bankruptcy Court**" means the United States Bankruptcy Court for the Southern District of New York with jurisdiction over the Chapter 11 Cases.

"**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedure and the local rules and general orders of the Bankruptcy Court, as in effect on the Petition Date, if applicable, together with all amendments and modifications thereto subsequently made applicable to the Chapter 11 Cases.

"**Benefit Agreement**" means any employment, consulting, incentive compensation, bonus, deferred compensation, severance, change of control, retention, stock purchase, equity, or equity-based compensation or similar agreement between a Company Party or its subsidiaries, on the one hand, and any employee, officer, director, or consultant of a Company Party or any of its subsidiaries (each a "**Service Provider**"), on the other hand.

"**Benefit Plan**" means any "employee benefit plan" (as defined in section 3(3) of ERISA (whether or not subject to ERISA)) and each other benefit or compensation, bonus, savings, pension, profit-sharing, retirement, deferred compensation, incentive compensation, stock ownership, equity or equity-based compensation, paid time off, perquisite, fringe benefit, vacation, change of control, severance, retention, salary continuation, disability, death benefit, hospitalization, medical, life insurance, welfare benefit or other plan, program, policy, arrangement or agreement sponsored, maintained or contributed to or required to be maintained or contributed to by a Company Party or its subsidiaries, in each case, providing benefits to any Service Provider or any of their respective dependents or with respect to which a Company Party or any of its subsidiaries or Affiliates has any liability, contingent or otherwise.

"**Board**" means the board of directors of Frontier.

"**Business Day**" means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of New York.

"**Causes of Action**" has the meaning set forth in the Restructuring Term Sheet.

"**Chapter 11 Cases**" has the meaning set forth in the recitals to this Agreement.

"**Claim**" has the meaning ascribed to it in section 101(5) of the Bankruptcy Code.

"**Company Parties**" has the meaning set forth in the preamble to this Agreement.

"**Compensation Consultant**" means that certain compensation consultant retained jointly by the Noteholder Groups.

"**Confidentiality Agreement**" means an executed confidentiality agreement between the Company and a Consenting Noteholder, including provisions thereunder with respect to the issuance of a "cleansing letter" or other public disclosure of material non-public information agreement, in connection with any proposed Restructuring Transactions.

"**Confirmation**" means the Bankruptcy Court's entry of the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

"**Confirmation Date**" means the date on which Confirmation occurs.

"**Confirmation Order**" has the meaning set forth in the Restructuring Term Sheet.

"**Consenting Noteholders**" has the meaning set forth in the preamble to this Agreement.

"**Credit Agreement**" means that certain credit agreement, dated as of February 27, 2017, as amended, modified, or supplemented from time to time, by and among Frontier, as borrower, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders from time to time thereto.

"**Debtors**" means Frontier and its affiliates and subsidiaries that file chapter 11 petitions.

"**Definitive Documents**" means the documents set forth in Section 3.01.

"**DIP Budget**" means that certain budget provided pursuant to the terms of the DIP Credit Agreement, including any updates delivered or provided with respect thereto.

"**DIP Claims**" means any Claim against a Debtor arising under, derived from, based on, or related to the DIP Facility Documents.

"**DIP Credit Agreement**" means that certain credit agreement evidencing the DIP Facility in accordance with the terms, and subject in all respects to the conditions, as set forth in this Agreement, and pursuant to the term and conditions to be set forth in the DIP Orders.

"**DIP Facility**" means that certain debtor-in-possession financing facility to be provided to the Company Parties in accordance with the terms, and subject in all respects to the conditions, as set forth in this Agreement, and pursuant to the terms and conditions of the DIP Orders.

"**DIP Facility Documents**" means, collectively, the DIP Credit Agreement, the DIP Budget, and all other agreements, documents, and instruments delivered or entered into in connection therewith, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, subordination agreements, fee letters, and other security documents.

"**DIP Lenders**" means the lenders providing the DIP Facility under the DIP Facility Documents.

"**DIP Motion**" means the motion filed by the Debtors seeking entry of the DIP Orders.

"**DIP Orders**" means, collectively, the Interim DIP Order and the Final DIP Order.

"**Disclosure Statement**" means the related disclosure statement with respect to the Plan.

"**Disclosure Statement Order**" means the order of the Bankruptcy Court approving the Disclosure Statement pursuant to section 1125 of the Bankruptcy Code.

"**Ducera**" means Ducera Partners LLC, as financial advisor to the AG Notes Group.

"**Entity**" has the meaning set forth in the Restructuring Term Sheet.

"**Equity Interests**" means, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Company Party, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits

interests of any Company Party (in each case whether or not arising under or in connection with any employment agreement and including any equity security (as such term is defined in Bankruptcy Code section 101(16)) in a Company Party).

"**ERISA**" means the Employee Retirement Income Act of 1974, as amended.

"**Execution Date**" has the meaning set forth in the preamble to this Agreement.

"**Exit Credit Agreement**" means that certain credit agreement evidencing the Exit Facility in accordance with the terms, and subject in all respects to the conditions, as set forth in this Agreement.

"**Exit Facility**" means that certain credit facility to be provided to the Company Parties in accordance with the terms, and subject in all respect to the conditions, as set forth in this Agreement.

"**Exit Facility Documents**" means, collectively, the Exit Credit Agreement, and all other agreements, documents, and instruments delivered or entered into in connection with the Exit Facility, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, subordination agreements, fee letters, and other security documents

"**FCC**" has the meaning set forth in Section 3.01.

"**First Day Pleadings**" means the "first-day" pleadings that the Company Parties intend to file upon the commencement of, or determine are necessary or desirable to file in connection with, the Chapter 11 Cases.

"**Final DIP Order**" means the final order by the Bankruptcy Court authorizing the Debtors' entry into the DIP Facility Documents.

"**Finance Committee**" means the finance committee of the Board.

"**First Lien Notes**" means the 8.000% first lien secured notes due April 1, 2027, issued by Frontier pursuant to the First Lien Notes Indenture.

"**First Lien Notes Claims**" means any Claim against a Debtor arising under, derived from, based on, or related to the First Lien Notes or the First Lien Notes Indenture.

"**First Lien Notes Indenture**" means that certain Indenture, dated as of March 15, 2019, by and among Frontier, as issuer, the subsidiary guarantors party thereto, JPMorgan Chase Bank, N.A., as collateral agent, and The Bank of New York Mellon, as trustee, as amended, supplemented, or modified from time to time.

"**Florida Sale Leaseback Transaction**" means that certain proposed sale leaseback transaction to be entered into by the Company Parties with respect to the following properties: (a) 610 East Zack Street, Tampa, FL 33602; (b) 1701 Ringling Boulevard, Sarasota, FL 34236; (c) 821 1st Avenue North, St. Petersburg, FL 33701; and (d) 1280 Cleveland Street, Clearwater, FL 33755.

"**Frontier**" has the meaning set forth in the preamble to this Agreement.

"**Houlihan**" means Houlihan Lokey Capital, Inc., as financial advisor to the MB Notes Group.

"**IDRB**" means the 6.200% industrial development revenue bonds due May 1, 2030, issued pursuant to the IDRB Loan Agreement.

"**IDRB Claims**" means any Claim against a Debtor arising under, derived from, based on, or related to the IDRB or IDRB Loan Agreement.

"**IDRB Loan Agreement**" means that certain Loan Agreement, dated as of May 1, 1995, by and among Citizens Utilities Company and The Industrial Development Authority of the County of Maricopa, as issuer, as amended, modified, or supplemented from time to time.

"**Incremental Payments**" has the meaning set forth in the Restructuring Term Sheet.

"**Interim DIP Order**" means the interim order by the Bankruptcy Court authorizing the Debtors' entry into the DIP Facility Documents.

"**Joinder**" means a joinder to this Agreement substantially in the form attached hereto as **Exhibit C**.

"**Law**" means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court).

"**Management Incentive Plan**" means the management incentive plan to be implemented with respect to Reorganized Frontier in accordance with the terms, and subject in all respects to the conditions, as set forth in the Restructuring Term Sheet.

"**MB Notes Group**" means the ad hoc group or committee of Consenting Noteholders represented by the MB Group Representatives.

"**MB Group Representatives**" means Houlihan and Milbank.

"**Milbank**" means Milbank LLP, as counsel to the MB Notes Group.

"**Milestones**" means the milestones set forth in Section 4.

"**New Common Stock**" means the common stock of Reorganized Frontier to be issued on the Plan Effective Date.

"**NOL Rights Plan**" means that certain Section 382 Rights Agreement, dated as of July 1, 2019, between Frontier and Computershare Trust Company, N.A., as Rights Agent, as amended, restated, modified, supplemented, or replaced from time to time.

"**Noteholder Groups**" means, together, the MB Notes Group and the AG Notes Group.

"**Noteholder Groups Counsels**" means, together, Akin and Milbank.

"**Noteholder Representatives**" means Akin, Altman, Ducera, Houlihan and Milbank.

"**New Organizational Documents**" means the organizational and governance documents for the Reorganized Debtors and any subsidiaries thereof, including, as applicable, the certificates or articles of incorporation, certificates of formation or certificates of limited partnership, bylaws, limited liability company agreements, or limited partnership agreements, stockholder or shareholder agreements, the Registration Rights Agreement, the identity of proposed members of the Reorganized Frontier Board, indemnification agreements, and registration rights agreements (or equivalent governing documents of any of the foregoing).

"**October Three**" means October Three Consulting LLC, as pension advisor to the MB Notes Group.

"**Outside Date**" means the date that is twelve (12) months after the Petition Date (the "**Initial Outside Date**"); *provided*, that (a) the Initial Outside Date may be extended for two (2) additional three (3) month periods (for a total of fifteen (15) months and then eighteen (18) months from the Petition Date, respectively), in each case, solely to the extent that the Company Parties have otherwise complied with the terms of the Definitive Documents and all other events and actions necessary for the occurrence of the Plan Effective Date have occurred other than the receipt of regulatory or other approval of a governmental unit (including the FCC and PUCs) necessary for the occurrence of the Plan Effective Date and (b) the Parties shall negotiate in good faith for a further reasonable extension of the Outside Date if the Parties have otherwise complied with the terms of the Definitive Documents and all other events and actions necessary for the occurrence of the Plan Effective Date have occurred other than the receipt of regulatory or other approval of a governmental unit (including the FCC and PUCs) necessary for the occurrence of the Plan Effective Date by the Outside Date as extended pursuant to clause (a) hereof.

"**Parties**" has the meaning set forth in the preamble to this Agreement.

"**Permitted Transferee**" means each transferee of any Senior Notes Claims who meets the requirements of Section 9.01.

"**Person**" means an individual, a partnership, a joint venture, a limited liability company, a corporation, a trust, an unincorporated organization, a group, a governmental or regulatory authority, or any legal entity or association.

"**Petition Date**" means the date on which each of the Debtors file its respective petition for relief commencing its Chapter 11 Case.

"**Plan**" means the joint chapter 11 plan of reorganization to be filed by the Debtors in the Chapter 11 Cases to implement the Restructuring Transactions in accordance with this Agreement and the Definitive Documents.

"**Plan Effective Date**" means the date on which all conditions precedent to the effectiveness of the Plan have been satisfied or waived in accordance with the terms of the Plan, and the Plan is substantially consummated according to its terms.

"**Plan Supplement**" means the compilation of documents and forms of documents, schedules, and exhibits to the Plan to be filed by the Debtors with the Bankruptcy Court.

"**PNW Purchase Agreement**" means that certain Purchase Agreement, dated as of May 28, 2019, by and among Frontier, Frontier Communications ILEC Holdings LLC, and Northwest Fiber, LLC.

"**PNW Sale**" means the sale of all the issued and outstanding equity interest of certain subsidiaries of Frontier and Frontier Communications ILEC Holdings LLC that operate Frontier's businesses in Washington, Oregon, Idaho, and Montana to Northwest Fiber, LLC as reflected in the PNW Purchase Agreement.

"**PNW Sale Assumption Motion**" means the motion filed by the Debtors seeking approval of the Debtors' assumption of the PNW Purchase Agreement and the PNW Sale, including all actions taken or required to be taken in connection with the implementation and consummation of, and performance under, the PNW Purchase Agreement, including the Transition Services Agreement, attached as Exhibit B thereto.

"**PUC**" has the meaning set forth in Section 3.01.

"**RDOF**" means the Rural Digital Opportunity Fund program administered by the FCC.

"**Qualified Marketmaker**" means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers Senior Notes Claims (or enter with customers into long and short positions in Senior Notes Claims), in its capacity as a dealer or market maker in Senior Notes Claims and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

"**Registration Rights Agreement**" means any agreements providing registration rights to the Consenting Noteholders or any other parties, in each case, on account of the New Common Stock.

"**Reorganized Frontier**" means either (a) Frontier, or any successor or assign thereto, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, or other form, as the case may be, on and after the Plan Effective Date, or (b) a new corporation, limited liability company, or partnership that may be formed to, among other things, directly or indirectly acquire substantially all of the assets and/or stock of the Debtors and issue the New Common Stock to be distributed pursuant to the Plan.

"**Reorganized Frontier Board**" means the board of directors (or other applicable governing body) of Reorganized Frontier.

"**Reorganized Debtor**" means a Debtor, or any successor or assign thereto, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, or other form, as the case may be, on and after the Plan Effective Date, including Reorganized Frontier.

"**Required Consenting Noteholders**" means, as of the relevant date, the Consenting Noteholders then holding, controlling, or having the ability to control, greater than fifty and one-tenth percent (50.1%) of the aggregate outstanding principal amount of Senior Notes Claims that are held by all Consenting Noteholders as of such date.

"**Restructuring Term Sheet**" has the meaning set forth in the recitals to this Agreement.

"**Restructuring Transactions**" has the meaning set forth in the recitals to this Agreement.

"**Revolving Credit Claims**" means any Claim against a Debtor arising under, derived from, based on, or related to the Revolving Credit Facility provided for in the Credit Agreement.

"**Revolving Credit Facility**" means that certain prepetition senior secured revolving credit facility provided for under the Credit Agreement in the original aggregate principal amount of $850 million, subject to adjustment from time to time.

"**RSA Effective Date**" has the meaning set forth in the Restructuring Term Sheet.

"**Rules**" means Rule 501(a)(1), (2), (3), and (7) of the Securities Act.

"**Second Lien Notes**" means the 8.500% second lien secured notes due April 1, 2026, issued by Frontier pursuant to the Second Lien Notes Indenture.

"**Second Lien Notes Claims**" means any Claim against a Debtor arising from or based upon the Second Lien Notes, the Second Lien Notes Indenture, or any guarantee and ancillary documents executed in connection with the Second Lien Notes Indenture.

"**Second Lien Notes Indenture**" means that certain Indenture, dated as of March 19, 2018, by and among Frontier, as issuer, the subsidiary guarantors party thereto, and The Bank of New York Mellon, as trustee and collateral agent, as amended, supplemented, or modified from time to time.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Senior Notes**" means, collectively, the 2020 April Notes, the 2020 September Notes, the 2021 July Notes, the 2021 September Notes, the 2022 April Notes, the 2022 September Notes, the 2023 Notes, the 2024 Notes, the 2025 January Notes, the 2025 November Notes, the 2025 September Notes, the 2026 Notes, the 2027 Notes, the 2031 Notes, the 2034 Notes, the 2035 Notes, and the 2046 Notes.

"**Senior Notes Claims**" means any Claim against a Debtor arising under, derived from, based on, or related to the Senior Notes or the Senior Notes Indenture.

"Senior Notes Indentures" means, collectively, the 1991 Notes Indenture, the 2001 Notes Indenture, the 2006 Notes Indenture, the 2009 Notes Indenture, the 2010 Notes Indenture, and the 2015 Notes Indenture.

"**Solicitation Commencement Date**" means the date that the Company Parties commence solicitation of votes to approve or reject the Plan from holders of Senior Notes Claims.

"**Specified Material Actions**" has the meaning set forth in Section 7.02(i) of this Agreement.

"**Solicitation Materials**" means any materials related to the solicitation of votes for the Plan pursuant to sections 1123, 1126, and 1143 of the Bankruptcy Code.

"**Specified Period**" means, with respect to each Consenting Noteholder, the period commencing as of the date such Consenting Noteholder, as applicable, executes this Agreement until the Termination Date, as to such Consenting Noteholder.

"**Takeback Debt**" has the meaning set forth in the Restructuring Term Sheet.

"**Takeback Debt Documents**" means, collectively, such agreements, documents, and instruments delivered and entered into in connection with the Takeback Debt, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, subordination agreements, fee letters, and other security documents.

"**Term Loan Facility**" means that certain prepetition senior secured term loan facility provided for under the Credit Agreement in the original aggregate principal amount of $1.74 billion by and between certain of the Debtors as obligors or guarantors and the lenders thereto.

"**Term Loan Claims**" means any Claim against a Debtor arising under, derived from, based on, or related to the Term Loan Credit Facility provided for in the Credit Agreement.

"**Term Sheets**" means, collectively, the terms sheets attached as exhibits to this Agreement, including the Restructuring Term Sheet.

"**Termination Date**" means the date on which termination of this Agreement as to a Party is effective in accordance with Sections 13.01, 13.02, 13.03, or 13.04.

"**Transfer**" means to sell, pledge, assign, transfer, hypothecate, participate, donate, or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales or other transactions).

"**Transfer Agreement**" means an executed form of the transfer agreement providing, among other things, that a transferee is bound by the terms of this Agreement and substantially in the form attached hereto as **Exhibit D**.

"**Trustees**" means, collectively, any indenture trustee, collateral trustee, or other trustee or similar entity under the Senior Notes Indentures.

"**Virtual Separation**" has the meaning set forth in the Restructuring Term Sheet.

"**WARN Act**" means the Worker Adjustment and Retraining Notification Act of 1998 or any similar state, local or foreign Law which calls for advance notification, wage or benefits continuation in the event of layoffs, closure or all or part of a business or operation, or relocation of work.

1.02. Interpretation. For purposes of this Agreement:

(a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender;

(b) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form;

(c) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

(d) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, supplemented, or otherwise modified from time to time; *provided*, that any capitalized terms herein which are defined with reference to another agreement, are defined with reference to such other agreement as of the date of this Agreement, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the date hereof;

(e) unless otherwise specified, all references herein to "Sections" are references to Sections of this Agreement;

(f) the words "herein," "hereof," and "hereto" refer to this Agreement in its entirety rather than to any particular portion of this Agreement;

(g) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

(h) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable limited liability company Laws;

(i) the use of "include" or "including" is without limitation, whether or not they are in fact followed by those words or words of like import; and

(j) the use of "writing," written" and comparable terms refer to printing, typing, and other means of reproducing words (including electronic media) in a visible form.

Section 2. ***Effectiveness of this Agreement.*** This Agreement shall become effective and binding upon each of the Parties at 12:00 a.m., prevailing Eastern Time, on the

Agreement Effective Date, which is the date on which all of the following conditions have been satisfied or waived in accordance with this Agreement:

(a) each of the Company Parties shall have executed and delivered counterpart signature pages of this Agreement to the Noteholder Groups Counsels;

(b) holders of at least sixty-six and two-thirds percent (66.67%) of the aggregate outstanding principal amount of Senior Notes shall have executed and delivered counterpart signature pages of this Agreement to counsel to the Company Parties;

(c) all of the accrued and outstanding, reasonable and documented fees, costs, and expenses of the following advisors shall have been paid in full and in cash: (i) Akin, (ii) Altman, (iii) Ducera, (iv) Houlihan, (v) Milbank, and (vi) October Three; and

(d) counsel to the Company Parties shall have given notice to the Noteholder Groups Counsels in the manner set forth in Section 15.10 of this Agreement (by email or otherwise) that the other conditions to the Agreement Effective Date set forth in this Section 2 have been satisfied or waived in accordance with this Agreement.

Section 3. ***Definitive Documents.***

3.01. The Definitive Documents governing the Restructuring Transactions shall include the following: (A) the Plan (and any and all exhibits annexes and schedules thereto); (B) the Confirmation Order; (C) the Disclosure Statement and the other Solicitation Materials; (D) the Disclosure Statement Order; (E) all pleadings filed by the Company Parties in connection with the Chapter 11 Cases (or related orders), including the First Day Pleadings and all orders sought pursuant thereto; (F) the Plan Supplement; (G) the DIP Facility Documents; (H) the DIP Orders; (I) the Exit Facility Documents; (J) the Takeback Debt Documents; (K) the New Organizational Documents; (L) any key employee incentive plan or key employee retention plan; (M) all documentation with respect to any post-emergence management incentive plan, including the Management Incentive Plan; (N) any other disclosure documents related to the issuance of the New Common Stock; (O) any new material employment, consulting, or similar agreements; (P) any and all filings as may be required under the rules of the Federal Communications Commission (the "***FCC***") and/or any state public utility commission ("***PUC***") in connection with the Chapter 11 proceedings; and (Q) any and all other deeds, agreements, filings, notifications, pleadings, orders, certificates, letters, instruments or other documents reasonably desired or necessary to consummate and document the transactions contemplated by this Agreement or the Restructuring Transactions (including any exhibits, amendments, modifications, or supplements made from time to time thereto).

3.02. The Definitive Documents not executed or in a form attached to this Agreement as of the Execution Date remain subject to negotiation and completion. Upon completion, the Definitive Documents and every other document, deed, agreement, filing, notification, letter or instrument related to the Restructuring Transactions shall contain terms, conditions, representations, warranties, and covenants consistent with the terms of this Agreement, as they may be modified, amended, or supplemented in accordance with Section 14. Further, subject to and without limiting any additional consent or approval rights of the Parties specified elsewhere

in this Agreement or in the Restructuring Term Sheet, the Definitive Documents not executed or in a form attached to this Agreement as of the Execution Date shall otherwise be in form and substance reasonably acceptable to the Company Parties and the Required Consenting Noteholders; *provided*, that the New Organizational Documents shall be determined by and acceptable to the Required Consenting Noteholders in their sole discretion.

Section 4. ***Milestones.*** The following Milestones shall apply to this Agreement unless extended or waived in writing by the Company Parties and the Required Consenting Noteholders; *provided, however*, that in the event that the Bankruptcy Court is unable to hear the Chapter 11 Cases or is otherwise inaccessible to the Company Parties for reasons related to COVID-19, the Company Parties and the Required Consenting Noteholders agree to negotiate in good faith with respect to a reasonable extension of any of the following Milestones, as appropriate:

(a) no later than one (1) Business Day after the Petition Date, the Debtors shall file with the Bankruptcy Court the DIP Motion (including the proposed Interim DIP Order) and the PNW Sale Assumption Motion;

(b) no later than three (3) Business Days after the RSA Effective Date, the Debtors shall have used commercially reasonable efforts to deliver to the Consenting Noteholders the Debtors' "base case" business plan;

(c) no later than ten (10) Business Days after the RSA Effective Date, the Debtors shall have used commercially reasonable efforts to deliver to the Consenting Noteholders (i) the Debtors' "reinvestment" sensitivity case and (ii) an alternative "reinvestment" sensitivity case for the Reorganized Debtors as set forth in the Restructuring Term Sheet;

(d) no later than five (5) Business Days after the RSA Effective Date, the Finance Committee shall have commenced a selection process for the Reorganized Debtors with respect to certain key management positions;

(e) no later than 8:00 a.m., prevailing Eastern Time April 15, 2020, the Debtors shall commence the Chapter 11 Cases and file the First Day Pleadings;

(f) no later than five (5) Business Days after the Petition Date, the Company Parties shall file all applications or notifications related to entry into Chapter 11 proceedings as may be required under the rules of the FCC or any PUC, unless such applications and notifications are required to be filed on an earlier date under applicable law;

(g) no later than fifteen (15) calendar days after the Petition Date, the Company Parties shall have used commercially reasonable efforts to commence evaluation of potential sales of assets (including identifying applicable specified markets to be considered for sale);

(h) no later than thirty (30) calendar days after the Petition Date, the Debtors shall file with the Bankruptcy Court the Plan and Disclosure Statement and motion for approval of the Disclosure Statement and associated solicitation procedures with the Bankruptcy Court;

(i) no later than three (3) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Order;

(j) no later than forty-five (45) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Final DIP Order;

(k) no later than ninety (90) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Disclosure Statement Order;

(l) no later than three (3) Business Days after entry of the Disclosure Statement Order, the Solicitation Commencement Date shall have occurred;

(m) no later than one hundred twenty (120) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Confirmation Order;

(n) no later than May 28, 2020, the "Closing Date" (as such term is defined in the PNW Purchase Agreement) shall have occurred;

(o) no later than January 31, 2021, the Debtors shall have used commercially reasonable efforts to provide the following to the Consenting Noteholders: (i) new budgetary plan, as set forth in the Restructuring Term Sheet; and (ii) capital spending into fiber expansion and FTTx upgrades within the network;

(p) no later than five (5) Business Days after the entry of the Confirmation Order by the Bankruptcy Court, the Company Parties shall have filed any and all applications and notifications that are necessary or required in connection with obtaining the applicable approvals of the FCC and, as applicable, any PUCs with respect to the Restructuring Transactions; and

(q) no later than the Outside Date, all conditions to the occurrence of the Plan Effective Date shall have been either satisfied or waived in accordance with this Agreement and the Plan Effective Date shall have occurred.

Section 5. ***Commitments of the Consenting Noteholders.***

5.01. General Commitments.

(a) During the Agreement Effective Period, each Consenting Noteholder severally, and not jointly, agrees in respect of all of its Senior Notes Claims, to:

(i) support the Restructuring Transactions as contemplated by, and within the timeframes outlined in, this Agreement and in the Definitive Documents;

(ii) take all steps reasonably necessary and desirable to consummate the Restructuring Transactions in accordance with this Agreement;

(iii) use commercially reasonable efforts to cooperate with and, subject to applicable Laws, assist the Company Parties, at the Company Parties' sole cost and expense, in obtaining additional support for the Restructuring Transactions from the Company Parties' other stakeholders;

(iv) give any notice, order, instruction, or direction to the applicable

Agents/Trustees necessary to give effect to the Restructuring Transactions; and

(v) negotiate in good faith and use commercially reasonable efforts to execute and implement the Definitive Documents that are consistent with this Agreement to which it is required to be a party.

(b) During the Agreement Effective Period, each Consenting Noteholder severally, and not jointly, agrees in respect of all of its Senior Notes Claims subject to this Agreement that it shall not, directly or indirectly:

(i) object to, delay, impede, or take any other action that is reasonably likely to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(ii) propose, file, support, solicit, or vote for any Alternative Restructuring Proposal;

(iii) file any motion, pleading, or other document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement or the Plan; *provided*, that nothing in this Agreement shall limit the right of any party hereto to exercise any right or remedy provided under this Agreement, the Confirmation Order, or any other Definitive Document;

(iv) initiate, or have initiated on its behalf, any litigation or proceeding of any kind with respect to the Chapter 11 Cases, this Agreement, or the other Restructuring Transactions contemplated herein against the Company Parties in violation of this Agreement other than to enforce this Agreement or any Definitive Document or as otherwise permitted under this Agreement; *provided*, that nothing in this Agreement shall limit the right of any party hereto to exercise any right or remedy provided under this Agreement, the Confirmation Order, or any other Definitive Document;

(v) exercise, or direct any other Person to exercise, any right or remedy for the enforcement, collection, or recovery of any of the Senior Notes Claims against the Company Parties, including rights or remedies arising from or asserting or bringing any claims under or with respect to any Senior Notes Claims, but only to the extent such exercise is inconsistent with this Agreement or the Restructuring Transactions; *provided*, that nothing in this Agreement shall limit the right of any party hereto to exercise any right or remedy provided under this Agreement, the Confirmation Order, or any other Definitive Document;

(vi) object to, delay, impede, or take any other action to interfere with the Company Parties' ownership and possession of their assets, wherever located, or interfere with the automatic stay arising under section 362 of the Bankruptcy Code, but only to the extent such action is inconsistent with this Agreement or the Restructuring Transactions; *provided*, that nothing in this Agreement shall limit the right of any party hereto to exercise any right or remedy provided under this Agreement, the Confirmation Order, or any other Definitive Document; or

(vii) object to, delay, impede, or take any other action to interfere with the consummation of the PNW Sale and shall otherwise support and take all actions reasonably requested by the Company Parties to support and facilitate consummation of the PNW Sale.

5.02. Commitments with Respect to Chapter 11 Cases.

(a) In addition to the obligations set forth in Section 5.01, during the Agreement Effective Period, each Consenting Noteholder that is entitled to vote to accept or reject the Plan pursuant to its terms, severally, and not jointly, agrees that it shall, subject to receipt by such Consenting Noteholder, whether before or after the commencement of the Chapter 11 Cases, of the Solicitation Materials:

(i) vote each of its Senior Notes Claims to accept the Plan by delivering its duly executed and completed ballot accepting the Plan promptly following the commencement of the solicitation of the Plan and its actual receipt of the Solicitation Materials and the ballot;

(ii) consent to and, if applicable, elect not to opt out of the releases set forth in the Plan by not objecting to such releases and timely delivering its duly executed and completed ballot(s) indicating such election; and

(iii) not change, withdraw, amend, or revoke (or cause to be changed, withdrawn, amended, or revoked) any vote or election referred to in Section 5.02(a)(i) and Section 5.02(a)(ii) above; *provided*, that nothing in this Agreement shall prevent any Consenting Noteholder from changing, withholding, amending or revoking (or causing the same) its vote, election, or consent with respect to the Plan if this Agreement has been terminated in accordance with its terms with respect to such Consenting Noteholder.

(b) During the Agreement Effective Period, each Consenting Noteholder, in respect of each of its Senior Notes Claims, severally, and not jointly, will not directly or indirectly object to, delay, impede, or take any other action in violation of this Agreement to interfere with any motion or other pleading or document filed by a Company Party in the Bankruptcy Court to the extent such action is inconsistent with this Agreement or the Restructuring Transactions; *provided*, that nothing in this Agreement shall limit the right of any party hereto to exercise any right or remedy provided under this Agreement, the Confirmation Order, or any other Definitive Document.

(c) During the Agreement Effective Period, each Consenting Noteholder agrees that it will not file, will oppose, and will not support any motion to appoint a trustee or examiner in one or more of the Chapter 11 Cases of any Company Party.

5.03. Notwithstanding the foregoing, nothing in this Agreement shall require any Consenting Noteholder to (a) incur any expenses, liabilities or other obligations, or agree to any commitments, undertakings, concessions, indemnities or other arrangements that could result in expenses, liabilities, or other obligations to any Consenting Noteholder or its Affiliates; or (b) provide any information that it reasonably determines to be sensitive or confidential. Notwithstanding the immediately preceding sentence, nothing in this Section 5.03 shall serve to limit, alter, or modify any Consenting Noteholder's express obligations under the terms of this Agreement.

Section 6. ***Additional Provisions Regarding the Consenting Noteholders' Commitments.*** Notwithstanding anything contained in this Agreement, nothing in this Agreement shall: (a) affect the ability of any Consenting Noteholder to consult with any other Consenting Noteholder, the Company Parties, or any other party in interest in the Chapter 11 Cases (including any official

committee and the United States Trustee); (b) impair or waive the rights of any Consenting Noteholder to assert or raise any objection permitted under this Agreement in connection with the Plan or the Restructuring Transactions; (c) prevent any Consenting Noteholder from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement; or (d) constitute a commitment to, or obligate any of the Consenting Noteholders to, provide any new financing or credit support.

Section 7. ***Commitments of the Company Parties.***

7.01. Affirmative Commitments. Except as set forth in Section 8, during the Agreement Effective Period, the Company Parties agree to:

(a) support and take all steps reasonably necessary and desirable to consummate the Restructuring Transactions in accordance with this Agreement (including the Restructuring Term Sheet and the Milestones);

(b) support and take all steps reasonably necessary and desirable to obtain entry of the Interim DIP Order, the Final DIP Order, the Disclosure Statement Order and the Confirmation Order;

(c) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring Transactions contemplated herein, support and take all steps reasonably necessary and desirable to address any such impediment;

(d) use commercially reasonable efforts to obtain any and all required governmental, regulatory and/or third-party approvals (including, as applicable, Bankruptcy Court approvals and approvals of the FCC and, as applicable, PUCs) for the Restructuring Transactions, including (i) promptly commence any required regulatory approval processes, including (x) cooperate in the preparation and prosecution of any required notices and applications with the FCC and PUCs and (y) oppose any petitions to deny or other pleadings or objections filed with respect to such notices and applications, (ii) evaluate in cooperation and coordination with the Consenting Noteholders' advisors, the path to approval by jurisdiction, (iii) seek any required approvals from the FCC, public utilities commissions, and other applicable regulatory bodies with respect to the Restructuring Transactions, and, where prior approval is not required, provide any required notifications to the FCC, public utilities commissions, and other applicable regulatory bodies with respect to the Restructuring Transactions, and (iv) provide regular progress reports with respect to regulatory approval processes; *provided*, that any agreements with or commitments to the FCC or any PUCs, including any decision to accept and/or not to oppose any proposed material conditions or limitations on any such required approvals, shall require the prior approval of the Required Consenting Noteholders, not to be unreasonably withheld;

(e) confer and consult with the Required Consenting Noteholders with regard to material decisions in respect of negotiations with the IRS, the PBGC, or any labor union;

(f) negotiate in good faith and use commercially reasonable efforts to execute and deliver the Definitive Documents and any other required agreements to effectuate and consummate the Restructuring Transactions as contemplated by this Agreement;

(g) use commercially reasonable efforts to seek additional support for the Restructuring Transactions from their other material stakeholders to the extent reasonably prudent;

(h) (i) provide the Noteholder Groups Counsels draft copies of (x) all First Day Pleadings three (3) days in advance of the Petition Date and (y) any other motions, documents and other pleadings materially affecting any Consenting Noteholder that the Company Parties intend to file with the Bankruptcy Court, as applicable, three (3) days in advance of the filing thereof to the extent reasonably practicable and, if not reasonably practicable, as soon as reasonably practicable but in any event in advance of filing thereof, and (ii) without limiting any approval rights set forth in this Agreement, consult in good faith with the Noteholder Groups Counsels, as applicable, regarding any comments to draft copies provided pursuant to sub-clause (i);

(i) pay in full and in cash all of the accrued reasonable and documented fees, costs, and expenses of the professionals and other advisors retained by the Noteholder Groups, including such fees, costs, and expenses of (i) Akin, (ii) Altman, (iii) Ducera, (iv) Houlihan, (v) Milbank, (vi) October Three and (vii) the Compensation Consultant, and continue to pay such amounts as they come due and seek to pay such ongoing fees, costs, and expenses in connection with the Final DIP Order or other such appropriate order;

(j) (i) operate the business of the Company Parties in the ordinary course of business in a manner that is consistent with this Agreement and past practices, and use commercially reasonable efforts to preserve intact the Company Parties' business organization and relationships with third parties (including lessors, licensors, content providers, suppliers, distributors, customers and governmental and regulatory authorities (including the FCC and PUCs) and employees, (ii) keep the Consenting Noteholders and the Noteholder Representatives reasonably informed about the operations of the Company Parties, (iii) provide the Consenting Noteholders and the Noteholder Representatives any information reasonably requested regarding the Company Parties and provide, and direct the Company Parties' employees, officers, advisors and other representatives to provide, to the Noteholder Representatives (A) reasonable access during normal business hours on reasonable advance notice to the Company Parties' representatives and without disruption to the operation of the Company Parties' business, (B) reasonable access to the management and advisors of the Company Parties on reasonable advance notice to such persons and without disruption to the operation of the Company Parties' business for the purposes of evaluating the Company Parties' assets, liabilities, operations, businesses, finances, strategies, prospects and affairs and (C) such other information as reasonably requested by the Consenting Noteholders or the Noteholder Representatives, (iv) promptly notify the Consenting Noteholders of any material governmental or third party complaints, litigations, inquires, orders to show cause, cease and desist orders, notices of violation, notice of apparent liability, orders of forfeiture, investigations, or hearings (or communications indicating that any of the foregoing is contemplated or threatened) (the parties acknowledge and agree that any written filings by, before, or with the FCC or any PUC in which the Company Parties are seeking regulatory approval to emerge from bankruptcy is deemed material for purposes of this Section 7.01(j)(iv)), and (v) cooperate in good faith to structure the Restructuring Transactions in a tax efficient manner, including as a "Bruno's transaction" in accordance with Restructuring Term Sheet, and use commercially reasonable efforts to analyze additional asset-level information, and, as appropriate, evaluate potential alternative value-maximizing structures, including REIT structures; *provided*, that, notwithstanding the foregoing, the Company shall not be required to (1) permit any inspection, or

to disclose any information, that in the reasonable judgment of the Company, would cause the Company to violate its respective obligations with respect to confidentiality to a third party if the Company used its commercially reasonable efforts to obtain, but failed to obtain, the consent of such third party to such inspection or disclosure, (2) to disclose any legally privileged information of the Company, or (3) to violate applicable Law;

(k) cooperate and consult with the Consenting Noteholders with respect to the development and adoption of the Company Parties' RDOF bidding framework and strategy (including the terms of and submission of any RDOF bid);

(l) cooperate and consult with the Consenting Noteholders with respect to the development and adoption of the Company Parties' business plan, including any business plans contemplated by the Restructuring Term Sheet and with respect to the Virtual Separation; *provided*, that (x) the Company Parties' business plan shall be acceptable to the Company Parties and reasonably acceptable to the Required Consenting Noteholders, (y) the allocations of state operations with respect to the Virtual Separation shall be reasonably acceptable to the Required Consenting Noteholders and (z) the contents of the Disclosure Statement regarding the preparatory work for each business plan and scenario shall be reasonably acceptable to the Required Consenting Noteholders; *provided*, *further*, that the Debtors shall bear no obligation to attest to the Debtors' management team's view of reasonableness for either sensitivity case if sufficient preparatory work has not been conducted as of the date on which the Disclosure Statement is filed;

(m) timely file a formal objection to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order (i) directing the appointment of a trustee or examiner (with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code), (ii) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or (iii) dismissing the Chapter 11 Cases;

(n) timely file a formal objection to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order modifying or terminating the Company Parties' exclusive right to file and/or solicit acceptances of a plan of reorganization, as applicable;

(o) provide responsive information to, and confer with, the Consenting Noteholders regarding potential cost savings and concessions with respect to the Company Parties' pension/OPEB plans on the terms and subject to the conditions set forth in the Restructuring Term Sheet; and

(p) the Board shall not alter or amend its prior determination that the Restructuring Transactions, the entry into this Agreement, the approval of the Plan, the entry into the Definitive Documents, and the consummation of the Restructuring Transactions and the other transactions contemplated by the Plan and the Definitive Documents are "Exempt Transactions" as defined in the NOL Rights Plan.

7.02. Negative Commitments. Except as set forth in Section 8 or with the prior written consent of the Required Consenting Noteholders, during the Agreement Effective Period, each of the Company Parties shall not directly or indirectly, and shall cause their respective subsidiaries not to:

(a) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(b) take any action that is inconsistent in any material respect with, or is intended to frustrate or impede approval, implementation and consummation of the Restructuring Transactions described in this Agreement or the Plan;

(c) modify the Plan, in whole or in part, to reflect terms that are not consistent with this Agreement in all material respects;

(d) file any motion, pleading, or Definitive Documents with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement (including the consent rights of the Consenting Noteholders set forth herein as to the form and substance of such motion, pleading, or other Definitive Document) or the Plan;

(e) sell (including any sale leaseback transaction), lease, mortgage, pledge, grant, or incur any encumbrance on, or otherwise Transfer, any properties or assets of the Company Parties, including any Equity Interests, other than (i) sales or disposals of properties or assets in the ordinary course of business, (ii) the Florida Sale Leaseback Transaction, or (ii) the PNW Sale;

(f) purchase, lease, or otherwise acquire (by merger, exchange, consolidation, acquisition of stock or assets or otherwise) any assets or properties, other than in the ordinary course of business;

(g) (i) enter into any merger with or into, or consolidation or amalgamation with, any other Person, other than in the ordinary course of business, (ii) permit any other Person to enter into any merger with or into, or consolidation or amalgamation with, it, other than in the ordinary course of business, or (iii) enter into any joint venture, partnership, sharing of profits or other similar arrangement involving co-investment between a Company Party or subsidiary thereof and any other Person, other than in the ordinary course of business;

(h) split, combine, or reclassify any of their respective Equity Interests, or declare, set aside or pay any dividend or other distribution payable in cash, stock, property, or otherwise material with respect to any of their respective Equity Interests; *provided*, that nothing in this Section 7.02(h) shall apply to those certain dividends, distributions, and other payments described in Section 5.01(iv)(A)–(B) of the PNW Sale Agreement; or

(i) take action with respect to any of the actions set forth on Schedule 7.02(i) (the "**Specified Material Actions**") absent prior consultation with, and prior reasonable consent of, the Required Consenting Noteholders.

Section 8. ***Additional Provisions Regarding Company Parties' Commitments.***

8.01. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require a Company Party or the board of directors, board of managers, or similar governing body of a Company Party, after consulting with counsel, to take any action or to refrain from taking any action with respect to the Restructuring Transactions to the extent taking or failing

to take such action would be inconsistent with applicable Law or its fiduciary obligations under applicable Law, and any such action or inaction pursuant to this Section 8 shall not constitute a breach of this Agreement (other than a failure to comply with this Section 8); *provided*, that the Company Parties shall notify the Consenting Noteholders in writing promptly in the event of any such determination (and in any event no later than twenty-four (24) hours following such determination).

8.02. Notwithstanding anything to the contrary in this Agreement, but subject to the terms of Section 8.01, each Company Party and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the rights to:

(a) consider and respond to Alternative Restructuring Proposals;

(b) provide access to non-public information concerning any Company Party to any Entity or enter into Confidentiality Agreements or nondisclosure agreements with any Entity;

(c) maintain or continue discussions or negotiations with respect to Alternative Restructuring Proposals; and

(d) enter into or continue discussions or negotiations with holders of Claims against or Equity Interests in a Company Party (including any Consenting Noteholder), any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee), or any other Entity regarding the Restructuring Transactions or Alternative Restructuring Proposals; *provided,* that the Company Parties shall (x) provide a copy of any written Alternative Restructuring Proposal (and notice of, and a written summary of, any oral Alternative Restructuring Proposal) within twenty-four (24) hours of the Company Parties' or their advisors' receipt of such Alternative Restructuring Proposal to the Noteholder Group Advisors and (y) provide such information to the Noteholder Groups Counsels as reasonably requested by the Consenting Noteholders or as necessary to keep the Consenting Noteholders contemporaneously informed as to the status and substance of such discussions.

8.03. Nothing in this Agreement shall: (a) impair or waive the rights of any Company Party to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions; or (b) prevent any Company Party from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

8.04. Incremental Payments. The Incremental Payments shall be paid pursuant to the terms set forth in the Restructuring Term Sheet.

8.05. Board Observers. As of the Agreement Effective Date and until the Plan Effective Date, the Consenting Noteholders shall be entitled to designate two (2) observers to the Board pursuant to the terms set forth in the Restructuring Term Sheet.

8.06. Management Selection Designees. As of the Agreement Effective Date, the Consenting Noteholders shall be entitled to appoint two (2) designees, to assist the Finance Committee with the selection process provided for in Section 4(d), pursuant to the terms set forth in the Restructuring Term Sheet.

Section 9. ***Transfer of Interests and Securities.***

9.01. During the Specified Period, no Consenting Noteholder shall Transfer any ownership (including any beneficial ownership as defined in the Rule 13d-3 under the Securities Exchange Act of 1934, as amended) in any Senior Notes Claims to any affiliated or unaffiliated party, including any party in which it may hold a direct or indirect beneficial interest, unless:

(a) the authorized transferee is either (1) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (2) a non-U.S. person in an offshore transaction as defined under Regulation S under the Securities Act, (3) an institutional accredited investor (as defined in the Rules), or (4) a Consenting Noteholder;

(b) either (i) the transferee executes and delivers to counsel to the Company Parties and to the Noteholder Groups Counsels, at or before the time of the proposed Transfer, a Transfer Agreement or (ii) the transferee is a Consenting Noteholder or an Affiliate thereof and the transferee provides notice of such Transfer (including the amount and type of any Senior Notes Claims Transferred) to counsel to the Company Parties and to the Noteholder Groups Counsels by the close of business on the second Business Day following such Transfer; and

(c) with respect to the Transfer of any Equity Interests only, such Transfer shall not (i) violate the terms of any order entered by the Bankruptcy Court with respect to preservation of net operating losses or (ii) adversely affect the Company Parties' ability to obtain the regulatory consents or approval necessary to effectuate the Restructuring Transactions.

9.02. Upon compliance with the requirements of Section 9.01, the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of the rights and obligations in respect of such transferred Senior Notes Claims. Any Transfer in violation of Section 9.01 shall be void *ab initio*.

9.03. This Agreement shall in no way be construed to preclude the Consenting Noteholders from acquiring additional Senior Notes Claims or other Claims or Interests (or any ownership (including any beneficial ownership as defined in the Rule 13d-3 under the Securities Exchange Act of 1934, as amended) in any Senior Notes Claims or other Claims or Interests; *provided*, that (a) such additional Senior Notes Claims shall automatically and immediately upon acquisition by a Consenting Noteholder be deemed subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given to counsel to the Company Parties or to the Noteholder Groups Counsels), other than with respect to any Senior Notes Claims acquired by a Consenting Noteholder in its capacity as a Qualified Marketmaker and (b) such Consenting Noteholder must provide notice of any acquisition of Senior Notes Claims (including the amount and type of such acquisition) to counsel to the Company Parties within two (2) Business Days of such acquisition.

9.04. This Section 9 shall not impose any obligation on any Company Party to issue any "cleansing letter" or otherwise publicly disclose information for the purpose of enabling a Consenting Noteholder to Transfer any of its Senior Notes Claims. Notwithstanding anything to the contrary herein, to the extent a Company Party and another Party have entered into a Confidentiality Agreement, the terms of such Confidentiality Agreement shall continue to apply

and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations otherwise arising under such Confidentiality Agreements.

9.05. Notwithstanding Section 9.01, a Qualified Marketmaker that acquires any Senior Notes Claims with the purpose and intent of acting as a Qualified Marketmaker for such Senior Notes Claims shall not be required to execute and deliver a Transfer Agreement in respect of such Senior Notes Claims if (i) such Qualified Marketmaker subsequently transfers such Senior Notes Claims (by purchase, sale assignment, participation, or otherwise) within five (5) Business Days of its acquisition to a transferee that is an entity that is not an Affiliate, affiliated fund, or affiliated entity with a common investment advisor; (ii) the transferee otherwise is a Permitted Transferee under Section 9.01; and (iii) the Transfer otherwise is a Permitted Transfer under Section 9.01. To the extent that a Consenting Noteholder is acting in its capacity as a Qualified Marketmaker, it may Transfer (by purchase, sale, assignment, participation, or otherwise) any right, title or interests in Senior Notes Claims that the Qualified Marketmaker acquires from a holder of the Senior Notes Claims who is not a Consenting Noteholder without the requirement that the transferee be a Permitted Transferee.

9.06. Notwithstanding anything to the contrary in this Section 9, the restrictions on Transfer set forth in this Section 9 shall not apply to the grant of any liens or encumbrances on any claims and interests in favor of a bank or broker-dealer holding custody of such claims and interests in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such claims and interests.

9.07. The Company Parties will provide notice of any Transfer Agreement received pursuant to Section 9.01(b)(i) (which notice shall include the amount and type of Senior Notes Claims Transferred pursuant to such Transfer Agreement) to the Noteholder Groups Counsels by the later of (i) close of business on the second Business Day following the effective date of such Transfer Agreement and (ii) the close of business on the second Business Day after the Company Parties receive notice of any such Transfer Agreement.

Section 10. ***Representations and Warranties of Consenting Noteholders.*** Each Consenting Noteholder severally, and not jointly, represents and warrants that, as of the date such Consenting Noteholder executes and delivers this Agreement and as of the Plan Effective Date:

(a) it is the beneficial or record owner of the face amount of the Senior Notes Claims or is the nominee, investment manager, or advisor for beneficial holders of the Senior Notes Claims reflected in, and, having made reasonable inquiry, is not the beneficial or record owner of any Senior Notes Claims other than those reflected in, such Consenting Noteholder's signature page to this Agreement, a Joinder or a Transfer Agreement, as applicable (as may be updated pursuant to Section 9);

(b) it has the full power and authority to act on behalf of, vote and consent to matters concerning, such Senior Notes Claims, as contemplated by this Agreement and subject to applicable Law;

(c) such Senior Notes Claims are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on

disposition, transfer, or encumbrances of any kind, that would materially and adversely affect in any way such Consenting Noteholder's ability to perform any of its obligations under this Agreement at the time such obligations are required to be performed;

(d) it has the full power to vote, approve changes to, and transfer all of its Senior Notes Claims referable to it as contemplated by this Agreement and subject to applicable Law; and

(e) solely with respect to holders of Senior Notes Claims, (i) it is either (A) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (B) not a U.S. person (as defined in Regulation S of the Securities Act), or (C) an institutional accredited investor (as defined in the Rules), and (ii) any securities acquired by the Consenting Noteholder in connection with the Restructuring Transactions will have been acquired for investment and not with a view to distribution or resale in violation of the Securities Act.

Section 11. ***Representations and Warranties of Company Parties.*** Each Company Party severally, and not jointly, represents and warrants that, as of the date such Company Party executes and delivers this Agreement:

(a) entry into this Agreement is consistent with the exercise of such Company Party's fiduciary duties;

(b) the Board has determined that the entry into this Agreement, the approval of the Plan, the entry into the Definitive Documents, and the consummation of the Restructuring Transactions and the other transactions contemplated by the Plan and the Definitive Documents are "Exempt Transactions" as defined in the NOL Rights Plan; and

(c) except (i) as set forth in the March 20, 2020 litigation audit letter from Mark Nielsen to KPMG, (ii) as set forth in the reports and forms (including exhibits, schedules and information incorporated therein) filed with the United States Securities and Exchange Commission by Frontier as of the Execution Date, and (iii) matters not exceeding $2,000,000 individually or factually-related items involving lesser amounts that do not exceed $2,000,000 in the aggregate, there is no lawsuit, legal proceeding, administrative enforcement proceeding, arbitration proceeding or similar matter pending, or, to any Company Party's knowledge, threatened, against any Company Party, any current or former director or officer of any Company Party (in his or her capacity as such) or any properties or assets of any Company Party.

Section 12. ***Mutual Representations, Warranties and Covenants.***

12.01. Each of the Parties, severally, and not jointly, represents, warrants, and covenants to each other Party, as of the date such Party executed and delivers this Agreement, and as of the Plan Effective Date:

(a) it is validly existing and in good standing under the Laws of the state of its organization, and this Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable Laws relating to or limiting creditors' rights generally or by equitable principles relating

to enforceability;

(b) except as expressly provided in this Agreement, the Plan, and the Bankruptcy Code, no consent or approval is required by any other Person or entity in order for it to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement;

(c) the entry into and performance by it of, and the transactions contemplated by, this Agreement do not, and will not, conflict in any material respect with any Law or regulation applicable to it or with any of its articles of association, memorandum of association or other constitutional documents;

(d) except as expressly provided in this Agreement, it has (or will have, at the relevant time) all requisite corporate or other power and authority to enter into, execute, and deliver this Agreement and to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement; and

(e) except as expressly provided by this Agreement, it is not party to any restructuring or similar agreements or arrangements, including cooperation agreements, with any other entity or Person with respect to Senior Notes Claims that have not been disclosed to all Parties to this Agreement.

Section 13. ***Termination Events*****.**

13.01. Consenting Noteholder Termination Events. This Agreement may be terminated, with respect to the Consenting Noteholders, by the Required Consenting Noteholders, by the delivery to the Company Parties of a written notice in accordance with Section 15.10 hereof upon the occurrence of the following events, unless waived:

(a) the breach in any material respect by a Company Party of any of the representations, warranties, or covenants of the Company Parties set forth in this Agreement that remains uncured (to the extent curable) for five (5) Business Days after such terminating Consenting Noteholders transmit a written notice in accordance with Section 15.10 of this Agreement detailing any such breach;

(b) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling, or order that (i) would reasonably be expected to prevent the consummation of a material portion of the Restructuring Transactions and (ii) remains in effect for ten (10) Business Days after such terminating Consenting Noteholders transmit a written notice in accordance with Section 15.10 of this Agreement detailing any such issuance; *provided*, that this termination right may not be exercised by any Party that sought or requested such ruling or order in contravention of any obligation set out in this Agreement;

(c) the Bankruptcy Court enters an order denying confirmation of the Plan and such order remains in effect for five (5) Business Days after entry of such order;

(d) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by any Company Party seeking an order (without the prior written consent of the Required Consenting Noteholders, not to be unreasonably withheld) (i) dismissing one or more of the Chapter 11 Cases of a Company Party, (ii) converting one or more of the Chapter 11 Cases of a Company Party to a case under chapter 7 of the Bankruptcy Code, (iii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of a Company Party, or (iv) rejecting this Agreement;

(e) the failure to meet any Milestone, which has not been waived or extended in a manner consistent with this Agreement, unless such failure is the result of any act, omission, or delay on the part of the terminating Consenting Noteholder in violation of its obligations under this Agreement;

(f) any Company Party (i) files, waives, amends or modifies, or files a pleading seeking approval of any Definitive Document or authority to waive, amend or modify any Definitive Document (including any waiver of any term or condition therein) in a manner that is materially inconsistent with, or constitutes a material breach of, this Agreement (including with respect to the consent rights afforded the Consenting Noteholders under this Agreement), without the prior written consent of the Required Consenting Noteholders, (ii) withdraws the Plan without the prior consent of the Required Consenting Noteholders, or (iii) publicly announces its intention to take any such acts listed in the foregoing clause (i) or (ii), in the case of each of the foregoing clauses (i) through (iii), which remains uncured (to the extent curable) for five (5) Business Days after such terminating Consenting Noteholders transmit a written notice in accordance with Section 15.10 of this Agreement detailing any of the foregoing;

(g) the Bankruptcy Court grants relief that is inconsistent with this Agreement, the Restructuring Term Sheet or the Plan (in each case, with such amendments and modifications as have been effected in accordance with the terms hereof); *provided*, that, in the event that treatment of a class of claims contemplates payment of cash interest at the non-default rate during the Chapter 11 Cases until repayment thereunder and/or no make whole, and the Company Parties are subject to litigation, threatened litigation, or otherwise as a result of such treatment, this Agreement may not be terminated with respect to the Company Parties by the Required Consenting Noteholders on account of such litigation, threatened litigation, or otherwise pursuant to this Section 13.01(g); *provided*, *further*, that this Agreement may be terminated with respect to the Company Parties by the Required Consenting Noteholders if the Company Parties (a) take any position in any such litigation, threatened litigation, or other dispute that is materially inconsistent with this Agreement or (b) enter into any settlement of any such litigation, threatened litigation, or other dispute that is not reasonably acceptable to the Required Consenting Noteholders;

(h) any Company Party files, proposes, or otherwise supports any plan of liquidation, asset sale of all or substantially all of a Company Party's assets or plan or reorganization other than the Plan;

(i) a Company Party (i) voluntarily commences any case or files any petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, administrative receivership

or similar law now or hereafter in effect, except as provided for in this Agreement, (ii) consents to the institution of, or fails to contest in a timely and appropriate manner, any involuntary proceeding or petition, (iii) applies for or consents to the appointment of a receiver, administrator, administrative receiver, trustee, custodian, sequestrator, conservator or similar official for a Company Party or for a substantial part of a Company Party's assets, (iv) files an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) makes a general assignment or arrangement for the benefit of creditors or (vi) takes any corporate action for the purpose of authorizing any of the foregoing; or

(j) the board of directors, board of managers, or such similar governing body of any Company Party determines, after consulting with counsel, (i) that proceeding with any of the Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law or (ii) in the exercise of its fiduciary duties, to pursue an Alternative Restructuring Proposal (including as contemplated by Section 8.02).

13.02. Company Party Termination Events. Any Company Party may terminate this Agreement as to all Parties upon prior written notice to all Parties in accordance with Section 15.10 of this Agreement upon the occurrence of any of the following events:

(a) the breach in any material respect by Consenting Noteholders holding an amount of Senior Notes that would result in non-breaching Consenting Noteholders holding less than two-thirds (2/3) of the aggregate outstanding principal amount of the Senior Notes, which breach remains uncured by such breaching Consenting Noteholder (to the extent curable) for five (5) Business Days after the terminating Company Parties transmit a written notice in accordance with Section 15.10 of this Agreement detailing any such breach;

(b) the board of directors, board of managers, or such similar governing body of any Company Party determines, after consulting with counsel, (i) that proceeding with any of the Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law or (ii) in the exercise of its fiduciary duties, to pursue an Alternative Restructuring Proposal;

(c) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions and (ii) remains in effect for ten (10) Business Days after such terminating Company Party transmits a written notice in accordance with Section 15.10 of this Agreement detailing any such issuance; *provided,* that, this termination right shall not apply to or be exercised by any Company Party that sought or requested such ruling or order in contravention of any obligation or restriction set out in this Agreement; or

(d) the Bankruptcy Court enters an order denying confirmation of the Plan.

13.03. Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among all of the following: (a) the Required Consenting Noteholders; and (b) each Company Party.

13.04. Automatic Termination. This Agreement shall terminate automatically without any further required action or notice immediately after the occurrence of: (i) the Plan Effective Date or (ii) the Outside Date if the Plan Effective Date has not occurred by such Outside Date.

13.05. Effect of Termination. After the occurrence of a Termination Date as to a Party, this Agreement shall be of no further force and effect as to such Party and each Party subject to such termination shall be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had, had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Restructuring Transactions or otherwise, that it would have been entitled to take had it not entered into this Agreement, including with respect to any and all Claims or Causes of Action. Upon the occurrence of a Termination Date prior to the Confirmation Order being entered by a Bankruptcy Court, any and all consents, agreements, undertakings, tenders, waivers, forbearances, votes or ballots tendered by the Parties subject to such termination before a Termination Date shall be deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring Transactions and this Agreement or otherwise; *provided*, that any Consenting Noteholder withdrawing or changing its vote pursuant to this Section 13.05 shall promptly provide written notice of such withdrawal or change to each other Party to this Agreement and, if such withdrawal or change occurs on or after the Petition Date, file notice of such withdrawal or change with the Bankruptcy Court. Nothing in this Agreement shall be construed as prohibiting a Company Party or any of the Consenting Noteholders from contesting whether any such termination is in accordance with its terms or to seek enforcement of any rights under this Agreement that arose or existed before a Termination Date. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict (a) any right of any Company Party or the ability of any Company Party to protect and reserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Consenting Noteholder, and (b) any right of any Consenting Noteholder, or the ability of any Consenting Noteholder, to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Company Party or Consenting Noteholder. No purported termination of this Agreement shall be effective under this Section 13.05 or otherwise if the Party seeking to terminate this Agreement is then in material breach of this Agreement, except a termination pursuant to Section 13.01(j), Section 13.02(b), or Section 13.02(d). Nothing in this Section 13.05 shall restrict any Company Party's right to terminate this Agreement in accordance with Section 13.02(b).

Section 14. ***Amendments and Waivers*****.**

(a) This Agreement may not be modified, amended, or supplemented, and no condition or requirement of this Agreement may be waived, in any manner except in accordance with this Section 14.

(b) This Agreement may be modified, amended, or supplemented, or a condition or requirement of this Agreement may be waived, in a writing signed by: (1) each Company Party, and (2) the Required Consenting Noteholders; *provided*, that if the proposed modification, amendment, waiver, or supplement has a material, disproportionate, and adverse effect on (a) any of the Senior Notes Claims held by a Consenting Noteholder or (b) any individual Consenting Noteholder, as compared to similarly situated Consenting Noteholders, then the consent of each

such affected Consenting Noteholder shall also be required to effectuate such modification, amendment, waiver, or supplement; *provided*, *further*, that (i) any modification, amendment, or supplement to the definition of "Outside Date" shall not be binding on any Consenting Noteholder that has not provided its prior written consent to such amendment, (ii) any modification, amendment, or supplement to the definition of "Required Consenting Noteholders" shall require the prior written consent of each Consenting Noteholder, and (iii) any modification, amendment, or supplement to Section 13.04 hereof shall require the prior written consent of each Consenting Noteholder.

(c) Any proposed modification, amendment, waiver, or supplement that does not comply with this Section 14 shall be ineffective and void *ab initio*.

(d) The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power, or remedy by such Party preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power, or remedy. All remedies under this Agreement are cumulative and are not exclusive of any other remedies provided by Law.

Section 15. ***Miscellaneous.***

15.01. Acknowledgment. Notwithstanding any other provision herein, this Agreement is not and shall not be deemed to be an offer with respect to any securities or solicitation of votes for the acceptance of a plan of reorganization for purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise. Any such offer or solicitation will be made only in compliance with all applicable securities Laws, provisions of the Bankruptcy Code, and/or other applicable Law.

15.02. Exhibits Incorporated by Reference; Conflicts. Each of the exhibits, annexes, signatures pages, and schedules attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include such exhibits, annexes, and schedules. In the event of any inconsistency between this Agreement (without reference to the exhibits, annexes, and schedules hereto) and the exhibits, annexes, and schedules hereto, this Agreement (without reference to the exhibits, annexes, and schedules thereto) shall govern.

15.03. Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate the Restructuring Transactions, as applicable; *provided*, that this Section 15.03 shall not limit the right of any party hereto to exercise any right or remedy provided for in this Agreement (including the approval rights set forth in Section 3.02). The Parties shall cooperate with each other in good faith and shall coordinate their activities (to the extent practicable) in respect of all matters concerning the implementation and consummation of the Restructuring Transactions.

15.04. Complete Agreement. Except as otherwise explicitly provided herein, this Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, among the Parties with respect thereto, other than any Confidentiality Agreement.

15.05. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement, to the extent possible, in the Bankruptcy Court, and solely in connection with claims arising under this Agreement: (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court; (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court; and (c) waives any objection that the Bankruptcy Court is an inconvenient forum or does not have jurisdiction over any Party hereto.

15.06. TRIAL BY JURY WAIVER. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

15.07. Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

15.08. Rules of Construction. This Agreement is the product of negotiations among the Company Parties and the Consenting Noteholders, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof. The Company Parties and the Consenting Noteholders were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

15.09. Successors and Assigns; Third Parties. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable. There are no third party beneficiaries under this Agreement, and, except as set forth in Section 9, the rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other Person or entity.

15.10. Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier, or registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

(a) if to a Company Party, to:

Frontier Communications Corporation
401 Merritt 7
Norwalk, Connecticut 06851
Attention: Mark D. Nielsen, Executive Vice President, Chief Legal Officer, and Chief Transaction Officer
E-mail address: mark.nielsen@ftr.com

with copies for information only (which shall not constitute notice) to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Stephen E. Hessler, P.C. and Patrick Venter
E-mail address: stephen.hessler@kirkland.com
patrick.venter@kirkland.com

and

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654
Attention: Chad J. Husnick, P.C. and Benjamin M. Rhode
E-mail address: chad.husnick@kirkland.com
benjamin.rhode@kirkland.com

(b) if to a Consenting Noteholder, to the notice details identified on that Consenting Noteholder's signature page to this Agreement or its Transfer Agreement, with a copy (which shall not constitute notice unless otherwise specified herein) to:

If represented by Akin:
Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10036
Attention: Ira S. Dizengoff, Philip C. Dublin, Naomi Moss, and Daniel I. Fisher
E-mail address: idizengoff@akingump.com

pdublin@akingump.com
nmoss@akingump.com
dfisher@akingump.com

and

If represented by Milbank:
Milbank LLP
55 Hudson Yards,
New York, New York 10001
Attention: Dennis F. Dunne, Samuel A. Khalil, and Michael W. Price
E-mail address: ddunne@milbank.com
skhalil@milbank.com
mprice@milbank.com

Any notice given by delivery, mail, or courier shall be effective when received.

15.11. Fees and Expenses. The Company Parties shall pay and reimburse all reasonable and documented fees and expenses when due (including travel costs and expenses) and all outstanding and unpaid amounts incurred in connection with the Restructuring Transactions (including, for the avoidance of doubt, all reasonable and documented fees and expenses incurred prior to the date hereof) of the attorneys, accountants, other professionals, advisors, and consultants of the Noteholder Groups (whether incurred directly or on their behalf and regardless of whether such fees and expenses are incurred before or after the Petition Date), including the fees and expenses of: (i) Akin, (ii) Altman, (iii) Ducera, (iv) Houlihan, (v) Milbank, (vi) October Three and (vii) the Compensation Consultant, including all amounts payable or reimbursable under applicable fee or engagement letters (including any success or transaction fees when earned) with the Company Parties (which agreements shall not be terminated by the Company Parties before the termination of this Agreement); *provided*, that the Company Parties shall not be obligated to pay any fees and expenses under this Section 15.11 to the extent such fees and expenses are incurred after the Termination Date. Subject to applicable law and applicable orders of the Bankruptcy Court, the occurrence of the Restructuring Transactions will be subject to the payment of the reasonable and documented fees and disbursements of Kirkland & Ellis LLP, Evercore Group L.L.C., FTI Consulting, Inc., and Communications Media Advisors, LLC, as advisors to the Company Parties, if any, in each case that are due and owing after receipt of applicable invoices consistent with any applicable engagement letters.

15.12. Reservation of Rights. After the termination of this Agreement pursuant to Section 13, the Parties each fully reserve any and all of their respective rights, remedies, claims, and interests, subject to Section 13 in the case of any claim for breach of this Agreement. Further, nothing in herein shall be construed to prohibit any Party from appearing as a party-in-interest in any matter to be adjudicated in the Chapter 11 Cases, so long as such appearance and the positions advocated in connection therewith are consistent with this Agreement and the Plan and are not for the purpose of, and could not reasonably be expected to have the effect of, hindering, delaying or preventing the consummation of the Restructuring Transactions.

15.13. Independent Due Diligence and Decision Making. Each Consenting Noteholder hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial, and other conditions, and prospects of the Company Parties.

15.14. Enforceability of Agreement. Each of the Parties to the extent enforceable waives any right to assert that the notice or exercise of termination rights under this Agreement is subject to the automatic stay provisions of the Bankruptcy Code, and expressly stipulates and consents hereunder to the prospective modification of the automatic stay provisions of the Bankruptcy Code for purposes of exercising notice and termination rights under this Agreement, to the extent the Bankruptcy Court determines that such relief is required.

15.15. Waiver. If the Restructuring Transactions are not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights. This Agreement is a part of a proposed settlement of matters that could otherwise be the subject of litigation among the Parties hereto. Nothing herein shall be deemed an admission of any kind. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms or the payment of damages to which a Party may be entitled under this Agreement.

15.16. Specific Performance. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party, and each non-breaching Party shall be entitled to seek specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

15.17. Several, Not Joint, Claims. Except where otherwise specified, the agreements, representations, warranties, and obligations of the Parties under this Agreement are, in all respects, several and not joint.

15.18. Severability and Construction. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect if essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

15.19. Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at Law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

15.20. Capacities of Consenting Noteholders. Each Consenting Noteholder has entered into this Agreement on account of all Senior Notes Claims that it holds (directly or through discretionary accounts that it manages or advises) and, except where otherwise specified in this Agreement, shall take or refrain from taking all actions that it is obligated to take or refrain from taking under this Agreement with respect to all such Senior Notes Claims. Notwithstanding

anything to the contrary herein, nothing in this Agreement shall require or prohibit any Consenting Noteholder from taking any action solely in its capacity as a holder of any Claims or Interests other than Senior Notes Claims.

15.21. Relationship Among Consenting Noteholders and the Company Parties. None of the Consenting Noteholders shall have any fiduciary duty, any duty of trust or confidence in any form, or other duties or responsibilities to each other, any Consenting Noteholder, the Company Parties, or any of the Company Parties' creditors or other stakeholders, including any holders of Senior Notes or Senior Notes Claims, and, other than as expressly set forth herein, there are no commitments among or between the Consenting Noteholders. It is understood and agreed that any Consenting Noteholder may trade in any debt or equity securities of the Company Parties without the consent of the Company Parties or any other Consenting Noteholder, subject to applicable securities laws and this Agreement, including Section 9 hereof. No prior history, pattern or practice of sharing confidences among or between any of the Consenting Noteholders and/or the Company Parties shall in any way affect or negate this understanding and agreement. Nothing contained herein or in any other agreement referred to in this Agreement, and no action taken by any Consenting Noteholder pursuant hereto or thereto, shall be deemed to constitute the Consenting Noteholders as, and the Debtors acknowledges that the Consenting Noteholders do not so constitute, a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Consenting Noteholders are in any way acting in concert or as a group, including, without limitation, with respect to any agreement, arrangement, or understanding with respect to acting together for the purpose of acquiring, holding, voting, or disposing of any equity securities of any Debtor or with respect to acting as a "group" within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934, as amended. Each Consenting Noteholder confirms that it has independently participated in the negotiation of the transactions contemplated herein. Each Consenting Noteholder shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement and it shall not be necessary for any other Consenting Noteholder to be joined as an additional party in any proceeding for such purpose. The use of a single agreement to effectuate the transactions contemplated herein was solely in the control of the Debtors, not the action or decision of any Consenting Noteholder, and was done solely for the convenience of the Debtors and not because it was required or requested to do so by any Consenting Noteholder.

15.22. Email Consents. Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, pursuant to Section 3.01, Section 14, or otherwise, including a written approval by the Company Parties or the Required Consenting Noteholders, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

15.24. Survival. Notwithstanding (a) any Transfer of any Senior Notes Claims in accordance with Section 9 or (b) the termination of this Agreement in accordance with its terms, the agreements and obligations of the Parties in Section 13.05, Section 15, and the Confidentiality Agreements shall survive such Transfer and/or termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof and thereof.

15.25. Publicity. The Company Parties will submit to the Noteholder Groups Counsels all press releases, public filings, or public announcements, in each case, to be made by any of the Company Parties relating to this Agreement or the transactions contemplated hereby and any amendments thereof in advance of release and will consult with such counsel with respect to such communications. Except as required by law or regulation or by any governmental or regulatory (including self-regulatory) authority, no Party or its advisors shall (a) use the name of any Consenting Noteholder in any public manner (including in any press release) or (b) disclose to any Person (including, for the avoidance of doubt, any other Consenting Noteholder), other than legal, accounting, financial and other advisors to the Company Parties, the principal amount or percentage of Senior Notes Claims, in each case, without such Consenting Noteholder's prior written consent; *provided*, that (i) if such disclosure is required by law, subpoena, or other legal process or regulation or by any governmental or regulatory (including self-regulatory) authority, the disclosing Party shall afford the relevant Consenting Noteholder a reasonable opportunity to review and comment in advance of such disclosure if reasonably practicable and permitted by applicable law and shall take all reasonable measures to limit such disclosure to the extent permitted by applicable law and (ii) the foregoing shall not prohibit the public disclosure, including in connection with the Chapter 11 Cases, of the aggregate percentage or aggregate principal amount of Claims held by all the Consenting Noteholders collectively. Notwithstanding the foregoing, (x) any Party hereto may disclose the identities of the Parties hereto in any action to enforce this Agreement or in an action for damages as a result of any breaches hereof and (y) any Party hereto may disclose, to the extent expressly consented to in writing by a Consenting Noteholder, such Consenting Noteholder's identity and individual holdings.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

COMPANY PARTIES

By: Mark D. Nielsen

Name: Mark D. Nielsen
Title: Executive Vice President, Chief Legal Officer,
and Chief Transaction Officer

[Consenting Noteholder Signature Pages Redacted]

Schedule 7.02(i)

Specified Material Actions

1. take any action or inaction that would result in a breach of the DIP Facility, including any failure to comply with the DIP Budget after giving effect to any variances and applicable cure provisions set forth in the DIP Budget or the DIP Facility Documents;

2. take, adopt, or implement a material change to any Company Party's or any of its subsidiaries' sales strategy and/or other material operational changes with respect to any Company Party or any of its subsidiaries;

3. develop and adopt the Company Parties' RDOF bidding framework and strategy (or submission of any RDOF bid);

4. select, retain, and/or appoint individuals to key management positions, including entry into any employment agreements or incentive arrangements;

5. take, adopt, or implement a material change in the relationship with, or settlement with respect to, any material wholesale business counterparties of any Company Party or any of its subsidiaries, including any material amendment to a contract with respect to such counterparties;

6. take, adopt, or implement any material action or position with respect to the IRS, the PBGC or any labor union of any Company Party or any of its subsidiaries other than in the ordinary course of business, including with respect to negotiations with the IRS, the PBGC or any labor union that are inconsistent with the Restructuring Term Sheet;

7. (a) grant to any Service Provider any increase in base salary, wages, bonuses or other incentive compensation, other than in the ordinary course of business in connection with a new hire or promotion based on job performance and which, in the case of increases granted in connection with a promotion based on job performance, will not exceed $100,000 per individual and $1,000,000 in the aggregate (excluding any applicable annual merit-based increases provided in the ordinary course of business consistent with past practice), (b) grant to any Service Provider any new, or increase any existing, change in control, retention, severance or termination pay, (c) issue, deliver, sell, pledge, encumber or grant any equity or equity-based awards to any Service Provider, (d) fund any rabbi trust or similar arrangement or otherwise secure funding for any Benefit Plan or Benefit Agreement, (e) effectuate any plant closing, relocation of work, or mass layoff that would incur any liability or obligation under the WARN Act, or (f) grant or forgive any loans to any Service Provider (other than the grant of loans for travel and business expenses, in each case, in the ordinary course of business consistent with past practice, and which will not exceed $10,000 for any individual);

8. make any change in any method of financial accounting or financial accounting practice, policy or procedure other than as may be appropriate to conform to changes in United States generally accepted accounting principles in effect from time to time (or any interpretation thereof) after the date hereof or as may be required by changes in applicable Law after the date hereof;

9. assign, sell, lease, license, dispose, cancel, abandon, grant rights to or fail to renew, maintain or diligently pursue applications for, or defend, any rights with respect to any of the following: (i) patents and patent applications, inventions, utility models and industrial designs, and all applications and issuances therefor, together with all reissuances, divisions, renewals, revisions, extensions, reexaminations, provisionals, continuations and continuations-in-part with respect thereto; (ii) trademarks, trade names, service marks, trade dress, taglines, social media identifiers and related accounts, brand names, logos and corporate names, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals therefor; (iii) internet domain names and other computer identifiers; (iv) copyrights, applications and registrations therefor; (v) software; (vi) trade secrets, know-how, inventions, processes, procedures, databases, confidential business information and other proprietary information and rights; and (vii) all other intellectual property rights of any kind or nature;

10. assign, transfer, lease, sub-lease, cancel, fail to renew or fail to extend any material certificates, licenses, permits, authorizations and approvals of or issued by any governmental authorities (including any certificates, licenses, permits, authorizations and approvals of or issued by the FCC or any PUCs (collectively, "**Permits**")) or discontinue any service or operations that require prior regulatory approval for discontinuance;

11. compromise, settle or agree to settle any claim, suit, action, hearing, litigation, administrative charge, investigation, arbitration or other material proceeding (whether civil, criminal, administrative, or investigative) in a manner which: (i) constitute or result in injunctive relief or other non-monetary relief that would impose any restriction on the operations of the Company Parties or any of their subsidiaries (excluding any commitments in routine regulatory and/or compliance filings that result in immaterial process changes such as additional or modified ordinary course disclosure notices being required to be sent to customers); (ii) constitute a criminal violation; or (iii) result monetary liability in excess of $2,000,000, individually or in the aggregate with any related claims;

12. enter into, renew, or modify, amend or waive in any material respect any material contract, in each case, other than in the ordinary course of business consistent with past practice;

13. except for any actions related to any consolidated tax returns, the effect of which is not material to the business of the Company Parties, (i) change any material tax election, tax practice or procedure, or tax accounting method, (ii) settle or compromise any material tax claim, audit or assessment, enter into any closing agreement under section 7121 of the Internal Revenue Code of 1986, as amended (or any similar provision of state, local or non-U.S. tax Law), (iii) consent to an extension or waiver of the limitation period applicable to any material tax claim or assessment (other than an ordinary course extension of time to file tax returns), (iv) file any material amended tax return (other than any tax returns with

respect to sales tax or property tax amended in the ordinary course of business), (v) initiate any material voluntary tax disclosure or (vi) file or relinquish any claim for material tax refunds, in each to the extent such action would reasonably increase the tax liabilities of the Company Parties from and after the Plan Effective Date;

14. enter into, or renew, any contract that restricts the ability of any Company Party or any of its subsidiaries to compete with, or conduct, any business or line of business in any geographic area, or that grants any counterparty any exclusive right or right of first refusal; or

15. agree, authorize or commit, whether in writing or otherwise, to do any of the foregoing.

EXHIBIT A

Frontier Communications Corporation Affiliate Entities

Citizens Capital Ventures Corp.
Citizens Directory Services Company L.L.C.
Citizens Louisiana Accounting Company
Citizens Newcom Company
Citizens Newtel, LLC
Citizens Pennsylvania Company LLC
Citizens SERP Administration Company
Citizens Telecom Services Company L.L.C.
Citizens Telecommunications Company of California Inc.
Citizens Telecommunications Company of Idaho
Citizens Telecommunications Company of Illinois
Citizens Telecommunications Company of Minnesota, LLC
Citizens Telecommunications Company of Montana
Citizens Telecommunications Company of Nebraska
Citizens Telecommunications Company of Nebraska LLC
Citizens Telecommunications Company of Nevada
Citizens Telecommunications Company of New York, Inc.
Citizens Telecommunications Company of Oregon
Citizens Telecommunications Company of Tennessee L.L.C.
Citizens Telecommunications Company of the White Mountains, Inc.
Citizens Telecommunications Company of Utah
Citizens Telecommunications Company of West Virginia
Citizens Utilities Capital L.P.
Citizens Utilities Rural Company, Inc.
Commonwealth Communication, LLC
Commonwealth Telephone Company LLC
Commonwealth Telephone Enterprises LLC
Commonwealth Telephone Management Services, Inc.
CTE Holdings, Inc.
CTE Services, Inc.
CTE Telecom, LLC
CTSI, LLC
CU Capital LLC
CU Wireless Company LLC
Electric Lightwave NY, LLC
Evans Telephone Holdings, Inc.
Fairmount Cellular LLC
Frontier ABC LLC
Frontier California Inc.
Frontier Communications - Midland, Inc.
Frontier Communications - Prairie, Inc.

Frontier Communications - Schuyler, Inc.
Frontier Communications Corporate Services Inc.
Frontier Communications ILEC Holdings LLC
Frontier Communications Northwest Inc.
Frontier Communications of America, Inc.
Frontier Communications of Ausable Valley, Inc.
Frontier Communications of Breezewood, LLC
Frontier Communications of Canton, LLC
Frontier Communications of Delaware, Inc.
Frontier Communications of Depue, Inc.
Frontier Communications of Georgia LLC
Frontier Communications of Illinois, Inc.
Frontier Communications of Indiana, LLC
Frontier Communications of Iowa, LLC
Frontier Communications of Lakeside, Inc.
Frontier Communications of Lakewood, LLC
Frontier Communications of Michigan, Inc.
Frontier Communications of Minnesota, Inc.
Frontier Communications of Mississippi LLC
Frontier Communications of Mt. Pulaski, Inc.
Frontier Communications of New York, Inc.
Frontier Communications of Orion, Inc.
Frontier Communications of Oswayo River LLC
Frontier Communications of Pennsylvania, LLC
Frontier Communications of Rochester, Inc.
Frontier Communications of Seneca-Gorham, Inc.
Frontier Communications of Sylvan Lake, Inc.
Frontier Communications of the Carolinas LLC
Frontier Communications of the South, LLC
Frontier Communications of the Southwest Inc.
Frontier Communications of Thorntown, LLC
Frontier Communications of Virginia, Inc.
Frontier Communications of Wisconsin LLC
Frontier Communications Online and Long Distance Inc.
Frontier Communications Services Inc.
Frontier Directory Services Company, LLC
Frontier Florida LLC
Frontier Infoservices Inc.
Frontier Midstates Inc.
Frontier Mobile LLC
Frontier North Inc.
Frontier Security Company
Frontier Services Corp.
Frontier Southwest Incorporated
Frontier Subsidiary Telco LLC

Frontier Techserv, Inc.
Frontier Telephone of Rochester, Inc.
Frontier Video Services Inc.
Frontier West Virginia Inc.
GVN Services
Navajo Communications Co., Inc.
N C C Systems, Inc.
Newco West Holdings LLC
Ogden Telephone Company
Phone Trends, Inc.
Rhinelander Telecommunications, LLC
Rib Lake Cellular for Wisconsin RSA #3, Inc.
Rib Lake Telecom, Inc.
SNET America, Inc.
TCI Technology & Equipment LLC
The Southern New England Telephone Company
Total Communications, Inc.

EXHIBIT B

Restructuring Term Sheet

FRONTIER COMMUNICATIONS CORPORATION ET AL.

RESTRUCTURING TERM SHEET

April 14, 2020

THIS TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY EXCHANGE OR PLAN OF REORGANIZATION, IT BEING UNDERSTOOD THAT SUCH A SOLICITATION, IF ANY, SHALL BE MADE ONLY IN COMPLIANCE WITH SECTION 4(A)(2) OF THE SECURITIES ACT OF 1933 AND/OR SECTION 1145 OF THE BANKRUPTCY CODE AND APPLICABLE PROVISIONS OF SECURITIES, BANKRUPTCY, AND/OR OTHER APPLICABLE STATUTES, RULES, AND LAWS.

THIS TERM SHEET DOES NOT ADDRESS ALL MATERIAL TERMS THAT WOULD BE REQUIRED IN CONNECTION WITH ANY POTENTIAL RESTRUCTURING AND ANY AGREEMENT IS SUBJECT TO THE EXECUTION OF DEFINITIVE DOCUMENTATION CONSISTENT WITH THIS TERM SHEET AND OTHERWISE REASONABLY ACCEPTABLE TO THE REQUIRED CONSENTING NOTEHOLDERS AND THE COMPANY PARTIES (EACH AS DEFINED HEREIN) IN THE MANNER SET FORTH IN THE RSA. THIS TERM SHEET HAS BEEN PRODUCED FOR DISCUSSION AND SETTLEMENT PURPOSES ONLY AND IS SUBJECT TO RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND OTHER SIMILAR APPLICABLE STATE AND FEDERAL STATUTES, RULES, AND LAWS. THIS TERM SHEET AND THE INFORMATION CONTAINED HEREIN ARE STRICTLY CONFIDENTIAL AND SHALL NOT BE SHARED WITH ANY OTHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY PARTIES AND THE REQUIRED CONSENTING NOTEHOLDERS.

This Term Sheet (including the annexes attached hereto, this "Term Sheet") sets forth the principal terms of a financial restructuring (the "Restructuring") of the existing debt of, existing equity interests in, and certain other obligations of Frontier Communications Corporation ("Frontier") and certain of its direct and indirect subsidiaries[1] (collectively with Frontier, the "Company Parties" or "Debtors"), through a pre-negotiated plan of reorganization (the "Plan") to be filed by the Company Parties after commencing cases (the "Chapter 11 Cases") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").[2] Following the occurrence of the Plan effective date (the "Plan Effective Date"), Frontier (or an entity formed to indirectly acquire substantially all of the assets and/or stock of the Debtors as may be contemplated by the Restructuring) shall be referred to herein as "Reorganized Frontier". This Term Sheet is for discussion purposes only, and is non-binding, and is not an express or implied offer with regard to the transactions described herein, and does not include all of the terms or conditions relating to such transactions. Without limiting the generality of the foregoing, the terms contained herein are subject to, among other things, completion of due diligence and requisite internal approvals. Any agreements with respect to the matters discussed herein shall be subject in all respects to the negotiation and execution of definitive documentation, including, without limitation, a restructuring support agreement (the "RSA") among the Debtors and certain holders of unsecured notes (the "Consenting Noteholders") issued by Frontier (the "Senior Notes") including members of the (a) ad hoc group represented by Milbank LLP and Houlihan Lokey Capital, Inc. and (b) ad hoc group represented by Akin Gump Strauss Hauer & Feld LLP and Ducera Partners LLC ((a) and (b), the "Noteholder Committees"). Nothing herein shall constitute or be construed as an admission of any fact or liability, and each statement contained herein is made without prejudice, solely for settlement purposes.

[1] Applicable Debtors to be mutually agreed by Frontier and the Required Consenting Noteholders.

[2] Capitalized terms used but not otherwise defined or referenced herein shall have the meanings ascribed to such terms as set forth in the RSA.

OVERVIEW	
Implementation	No earlier than April 12, 2020 and no later than April 15, 2020, the Debtors will have commenced the Chapter 11 Cases. Subject to the terms and conditions of the RSA (which shall include additional milestones, consent rights, and conditions not set forth in this Term Sheet), the Restructuring will be structured, implemented, and accomplished through the Plan and other definitive documentation to be consistent with this Term Sheet and otherwise reasonably acceptable to the Company Parties and the Required Consenting Noteholders[3]; *provided*, *however*, that the Company Parties and Required Consenting Noteholders agree that the Company Parties shall not be required to file a motion to assume for the RSA to be effectuated on or after the commencement of the Chapter 11 Cases. No later than 120 calendar days after the Petition Date, the Company Parties shall obtain confirmation of the Plan, which shall, for the avoidance of doubt, be on terms consistent with the RSA and this Term Sheet.
Required Support	The effectiveness of the RSA shall occur upon execution of the RSA by the following parties (such date, the "RSA Effective Date"): • holders of at least sixty-six and two-thirds (66.67) percent of the aggregate outstanding principal amount of Senior Notes; and • the Company Parties.
TREATMENT OF CLAIMS AND INTERESTS[4]	
Revolving Credit Facility[5]	To the extent not already satisfied in full during the Chapter 11 Cases from the proceeds of the DIP Facility (as defined herein), paid in full on the Plan Effective Date. • To receive cash interest at non-default rate during the Chapter 11 Cases until repayment of the Revolving Credit Facility (as

[3] "Required Consenting Noteholders" means, as of the relevant date, the Consenting Noteholders holding greater than 50.1% of the aggregate outstanding principal amount of Senior Notes that are subject to the RSA.

[4] Wherever more than one potential treatment for a class of claims is contemplated (*e.g.*, Revolving Credit Facility, 1L Term Loan, 1L Notes, 2L Notes), the Debtors' election of specific treatment for claims (including any election to satisfy such claims prior to the Plan Effective Date) to be subject to the reasonable consent of the Required Consenting Noteholders. Any adequate protection to be consistent with this Term Sheet and otherwise reasonable and customary and subject to the reasonable consent of the Required Consenting Noteholders.

For the avoidance of doubt, in the event that treatment of a class of claims contemplates payment of cash interest at the non-default rate during the Chapter 11 Cases until repayment thereunder and/or no make whole, and the Company Parties are subject to litigation, threatened litigation, or otherwise as a result of such treatment, the RSA may not be terminated with respect to the Company Parties by the Required Consenting Noteholders on account of such litigation, threatened litigation, or otherwise; *provided*, that the RSA may be terminated with respect to the Company Parties by the Required Consenting Noteholders if the Company Parties (a) take any position in any such litigation, threatened litigation, or other dispute that is materially inconsistent with this Term Sheet or (b) enter into any settlement of any such litigation, threatened litigation, or other dispute that is not reasonably acceptable to the Required Consenting Noteholders.

Further, for the avoidance of doubt, although the RSA will require the Consenting Noteholders to support the treatments specified herein (including voting for the Plan when properly solicited) in their capacities as holders of Senior Notes, nothing shall preclude a Consenting Noteholder from asserting any rights in its capacity as a holder of other claims against or interests in the Company Parties.

[5] If, prior to the commencement of the Chapter 11 Cases, the Company Parties agree to a proposed treatment for the holders of Revolving Credit Facility Claims that differs from the treatment stated in this Term Sheet, any Consenting Noteholder that objects to such treatment shall have the right, within 24 hours of notice by the professionals representing the Company Parties to the professionals representing the Noteholder Committees, to withdraw its executed signature page to the RSA.

	applicable).
1L Term Loan[6]	To the extent not already satisfied in full during the Chapter 11 Cases from the proceeds of the DIP Facility, paid in full on the Plan Effective Date or, solely in the event the Company Parties cannot procure financing on terms acceptable to the Company Parties and the Required Consenting Noteholders to repay the 1L Term Loan in full, reinstated pursuant to section 1124 of the Bankruptcy Code on the Plan Effective Date. • To receive cash interest at non-default rate during the Chapter 11 Cases until repayment or reinstatement of the 1L Term Loan (as applicable); no make whole.
1L Notes[7]	To the extent not already satisfied in full during the Chapter 11 Cases from the proceeds of the DIP Facility, paid in full on the Plan Effective Date or, solely in the event the Company Parties cannot procure financing on terms acceptable to the Company Parties and the Required Consenting Noteholders to repay the 1L Notes in full, reinstated pursuant to section 1124 of the Bankruptcy Code on the Plan Effective Date. • To receive cash interest at non-default rate during the Chapter 11 Cases until repayment or reinstatement of the 1L Notes (as applicable); no make whole.
2L Notes	To the extent not already satisfied in full during the Chapter 11 Cases from the proceeds of the DIP Facility, paid in full on the Plan Effective Date or, solely in the event the Company Parties cannot procure financing on terms acceptable to the Company Parties and the Required Consenting Noteholders to repay the 2L Notes in full, reinstated pursuant to section 1124 of the Bankruptcy Code on the Plan Effective Date. • The Company Parties and the Required Consenting Noteholders shall mutually agree to one of the following forms of treatment: o to receive cash interest at non-default rate during the Chapter 11 Cases until repayment or reinstatement of the 2L Notes (as applicable); no make whole; or o no cash interest payments during the Chapter 11 Cases; to receive accrued non-default rate interest on the Plan Effective Date; no make whole.

[6] If, prior to the commencement of the Chapter 11 Cases, the Company Parties agree to a proposed treatment for the holders of 1L Term Loan Claims that differs from the treatment stated in this Term Sheet, any Consenting Noteholder that objects to such treatment shall have the right, within 24 hours of notice by the professionals representing the Company Parties to the professionals representing the Noteholder Committees, to withdraw its executed signature page to the RSA.

[7] If, prior to the commencement of the Chapter 11 Cases, the Company Parties agree to a proposed treatment for the holders of 1L Notes Claims that differs from the treatment stated in this Term Sheet, any Consenting Noteholder that objects to such treatment shall have the right, within 24 hours of notice by the professionals representing the Company Parties to the professionals representing the Noteholder Committees, to withdraw its executed signature page to the RSA.

Senior Notes[8]	On or as soon as reasonably practicable following the Plan Effective Date, each holder of Senior Notes will receive its pro rata share of: • 100% of the common equity of Reorganized Frontier (the "New Common Stock"), subject to dilution by the Management Incentive Plan (as defined below); • The Takeback Debt (as defined below); and • Any Surplus Cash remaining after payments of the Incremental Payments as contemplated hereunder.[9]
Subsidiary Secured Notes	Reinstated pursuant to section 1124 of the Bankruptcy Code on or as soon as reasonably practicable following the Plan Effective Date. • To receive cash interest at non-default rate during the Chapter 11 Cases.
Subsidiary Unsecured Notes	Reinstated pursuant to section 1124 of the Bankruptcy Code on or as soon as reasonably practicable following the Plan Effective Date. • To receive cash interest at non-default rate during the Chapter 11 Cases.
Trade Claims/Other Unsecured Claims (other than Parent Litigation Claims)	To the extent not already satisfied during the Chapter 11 Cases, on or as soon as reasonably practicable following the Plan Effective Date, each holder of a Trade Claim or other unsecured claim (other than Parent Litigation Claims), if applicable, that is not a Senior Notes Claim or Subsidiary Unsecured Notes Claim will receive: • payment in full in cash; • reinstatement pursuant to section 1124 of the Bankruptcy Code; or • such other treatment rendering such Trade Claim/Other Unsecured Claim unimpaired, in each case set forth above, as reasonably acceptable to the Company Parties and the Required Consenting Noteholders.
Parent Litigation Claims	Unimpaired, *provided* that litigation-related claims against Frontier that would be subject to the automatic stay (except those subject to the police and regulatory

[8] Confirmation order to provide that, for determining distributions of New Common Stock, Takeback Debt, and Surplus Cash, the allowed amount of Senior Notes Claims shall be reduced on a dollar-for-dollar basis by the amount of Incremental Payments that are to be made on account of each series of Senior Notes on the Plan Effective Date.

[9] "Surplus Cash" means the amount of unrestricted balance sheet cash in excess of $150 million on the Plan Effective Date as projected 30 days prior to the anticipated Plan Effective Date (in each case, estimated and calculated in a manner reasonably acceptable to the Company Parties and the Required Consenting Noteholders, including in respect of available net after-tax cash proceeds from the PNW Sale (as defined below) and less any deferred pension contribution payments, and any interest associated therewith, of the Company Parties under the CARES Act or applicable IRS/PBGC waiver, potential costs related to regulatory settlements, and other restructuring related payments due on the Plan Effective Date, including any required repayments of debt and the Incremental Payments (as defined below)); *provided*, the Company Parties shall use commercially reasonable best efforts to raise an $850 million Exit Facility (including seeking proposals from Consenting Noteholders), to be comprised of a revolving credit facility and/or other funded instrument, with any such proceeds expressly excluded from Surplus Cash; *provided*, *further*, that to the extent the Exit Facility commitment is below $850 million, the amount of Surplus Cash shall be reduced in an amount equal to the difference between $850 million and the actual Exit Facility commitment. Further, for the avoidance of doubt, the Exit Facilities (as defined herein) shall remain undrawn as of the Plan Effective Date (excluding any required LCs).

	exception) (the "Parent Litigation Claims") will be allowed in an amount that does not exceed existing insurance coverage plus $25 million. In the event the foregoing condition is not satisfied, treatment of Parent Litigation Claims to be acceptable to the Company Parties and the Required Consenting Noteholders. During the Chapter 11 Cases, the Required Consenting Noteholders shall have consultation rights with respect to the settlement, disposition, and/or resolution of any material Parent Litigation Claims. For the avoidance of doubt, the Parent Litigation Claims shall not include any litigation-related claims against any of Frontier's direct or indirect subsidiaries.
Administrative, Priority Tax, Other Priority Claims, or Other Secured Claims	On or as soon as reasonably practicable following the Plan Effective Date, each holder of an Administrative, Priority Tax, Other Priority, or Other Secured Claim will receive: • payment in full in cash; • reinstatement pursuant to section 1124 of the Bankruptcy Code; • delivery of the collateral securing any such secured claim and payment of any interest required under section 506(b) of the Bankruptcy Code; or • such other treatment rendering such Administrative, Priority Tax, Other Priority, or Other Secured Claim unimpaired.
Intercompany Claims	On the Plan Effective Date, all Intercompany Claims shall be, at the option of Reorganized Frontier, either (a) reinstated or (b) cancelled without any distribution on account of such interests.
Existing Equity Interests in Frontier	No recovery.
OTHER KEY TERMS	
Incremental Payments	Subject to the occurrence of the RSA Effective Date and acceptance of the Plan by the Senior Notes class, Frontier will make a cash payment on the Plan Effective Date (to the extent of available Excess Cash[10]) to each holder of Senior Notes (the "Incremental Payments"). The Incremental Payments allocable to each holder of each series of Senior Notes shall be based on each such series's pro rata share of the Incremental Payment Amount (as defined below). "Incremental Payment Amount" means, with respect to each series of Senior Notes, (a) if the amount of Excess Cash is equal to or greater than the sum of all Series Accrued Amounts, the Series Accrued Amount for such series, (b) if the amount of Excess Cash is less than the sum of all Series Accrued Amounts but greater than zero, an amount equal to Excess Cash multiplied by the Series

[10] "Excess Cash" means the amount of unrestricted balance sheet cash in excess of $150 million on the Plan Effective Date as projected 30 days prior to the anticipated Plan Effective Date (in each case, estimated and calculated in a manner reasonably acceptable to the Company Parties and the Required Consenting Noteholders, including in respect of available net after-tax cash proceeds from the PNW Sale (as defined below) and less any deferred pension contribution payments, and any interest associated therewith, of the Company Parties under the CARES Act or applicable IRS/PBGC waiver, potential costs related to regulatory settlements, and other restructuring related payments due on the Plan Effective Date, including any required repayments of debt but excluding the Incremental Payments). For the avoidance of doubt, any Incremental Payments will be made from Excess Cash first prior to the determination of, and distribution of, any Surplus Cash. Further, for the avoidance of doubt, the Exit Facilities shall remain undrawn as of the Plan Effective Date (excluding any required LCs).

	Ratable Share for such series, or (c) if Excess Cash is zero, zero. "Series Accrued Amount" means, with respect to any series of Senior Notes, the Series Accrued Amount specified on **Annex 2** with respect to such series of Senior Notes. "Series Ratable Share" means, with respect to any series of Senior Notes, the Series Ratable Share specified on **Annex 2** with respect to such series of Senior Notes. Payment of the Incremental Payments shall be made to every holder of each series of Senior Notes in respect of the portion of the Series Accrued Amounts related to such holder's holdings in such series of Senior Notes. For the avoidance of doubt, for purposes of determining distributions of New Common Stock, Takeback Debt, and Surplus Cash, the allowed amount of Senior Notes Claims shall be reduced on a dollar-for-dollar basis by the amount of Incremental Payments that are to be made on the Plan Effective Date.
DIP Facility	The Debtors will use commercially reasonable best efforts to obtain commitments on the best available terms for a superpriority secured debtor-in-possession financing facility, with an option for conversion into an Exit Facility (as defined below) on the Plan Effective Date, on terms and conditions (including as to principal amount), in each case, reasonably acceptable to the Company Parties and reasonably acceptable to the Required Consenting Noteholders. The proceeds of all or a portion of the DIP Facility may be used to repay some or all of the Debtors' existing secured debt (*i.e.*, the Revolving Credit Facility, the 1L Term Loan, the 1L Notes, and the 2L Notes). To the extent not converted into an Exit Facility, DIP Claims will be paid in cash on the Plan Effective Date.
Exit Facilities	The Debtors will use commercially reasonable best efforts to obtain commitments on the best available terms for one or more third-party debt facilities to be entered into on the Plan Effective Date (the "Exit Facilities"). The Exit Facilities shall be in an amount reasonably sufficient to facilitate Plan distributions and ensure incremental liquidity on the Plan Effective Date, and will otherwise be on terms and conditions (including as to amount) reasonably acceptable to the Debtors and reasonably acceptable to the Required Consenting Noteholders. The Exit Facilities shall remain undrawn as of the Plan Effective Date (excluding any required LCs).
Takeback Debt	One or more of the reorganized Debtors will issue takeback debt (the "Takeback Debt"), solely for the purpose of distribution to each holder of Senior Notes pursuant to the Plan. Unless otherwise agreed to by the Company Parties and the Required Consenting Noteholders, the terms of such Takeback Debt shall include: • Principal amount: $750 million, subject to downward adjustment by Consenting Noteholders holding at least 66 2/3% of the aggregate outstanding principal amount of Senior Notes that are subject to the RSA (the "Determining Noteholders"), with such determination to be made no later than 30 days before the occurrence of the Plan Effective Date. • Interest rate: (i) no more than 250 basis points higher than the interest

	rate of the next most junior secured debt facility to be entered into on the Plan Effective Date if the Takeback Debt is secured on a third lien basis or (ii) no more than 350 basis points higher than the interest rate of the most junior secured debt facility to be entered into on the Plan Effective Date if the Takeback Debt is unsecured. • Maturity: No less than one year outside of the longest-dated debt facility to be entered into on the Plan Effective Date, subject to an outside maturity date of 8 years from the Plan Effective Date. • Security: (i) to the extent the 2L Notes are reinstated under the Plan, the Takeback Debt will be third lien debt, or (ii) to the extent the 2L Notes are paid in full in cash during the pendency of the Chapter 11 Cases or under the Plan, the Company Parties and the Required Consenting Noteholders will agree on whether the Takeback Debt will be secured or unsecured within 3 business days of the Debtors' delivery to the Consenting Noteholders of a term sheet for financing to repay the 2L Notes that contains terms and conditions reasonably acceptable to the Company Parties and the Required Consenting Noteholders; *provided* that such agreement will be binding in the event the 2L Notes are refinanced on substantially similar terms; *provided*, *further*, that in the event the Takeback Debt is third lien debt, a standard intercreditor agreement shall be executed and delivered by the relevant parties in conjunction with the execution and delivery of any third-lien debt documents. For the avoidance of doubt, the Debtors will exercise commercially reasonable best efforts to obtain financing to repay the 2L Notes on terms and conditions reasonably acceptable to the Company Parties and the Required Consenting Noteholders. • Additional Terms: o All other terms including, without limitation, covenants and governance, shall be reasonably acceptable to the Company Parties and the Required Consenting Noteholders; *provided* that in no event shall such terms be more restrictive than those in the indenture for the 2L Notes. o Any terms may be modified subject to consent by the Company Parties and the Required Consenting Noteholders; *provided*, that as noted above, downward adjustment of principal amount shall require consent of the Company Parties and the Determining Noteholders. o The Takeback Debt may be replaced with cash proceeds of third-party market financing that becomes available prior to the Plan Effective Date; *provided* that the third-party market financing shall contain terms no worse than those contemplated for the Takeback Debt.
Pension/OPEB	The Company Parties and the Consenting Noteholders shall confer regarding potential cost savings and concessions under the Company Parties' pension/OPEB plans and determine in good faith whether to pursue further concessions; *provided*, that from and after the RSA Effective Date, the Finance Committee of the Board, in consultation with the Required Consenting Noteholders, shall be charged with overseeing and making decisions on behalf of the Company Parties with respect to any negotiations regarding the "freeze"

	of the Company Parties' pension/OPEB plans.
Business Plan	The Restructuring contemplates the development and implementation of a business plan for Reorganized Frontier that is consistent with this Term Sheet and otherwise acceptable to the Company Parties and reasonably acceptable to the Required Consenting Noteholders. The Debtors shall solicit a Disclosure Statement containing go-forward financial projections for: (a) the Debtors' "base case" business plan; (b) the Debtors' "reinvestment" sensitivity case; and (c) an alternative "reinvestment" sensitivity case that will be delivered to the Consenting Noteholders by the RSA Effective Date. The contents of the Disclosure Statement shall provide appropriate disclosures regarding the preparatory work for each business plan and scenario and otherwise be reasonably acceptable to the Required Consenting Noteholders; *provided*, that the Debtors shall bear no obligation to attest to the Debtors' management team's view of reasonableness for either sensitivity case if sufficient preparatory work has not been conducted as of the date on which the Disclosure Statement is filed. The analyses contained in the Debtors' "reinvestment" sensitivity case shall be premised on the following: • Material de-leveraging of the balance sheet; • Modernization of network, systems and operations, and improved quality of service for consumer, commercial and wholesale customers; • Reinvestment of capital into fiber expansion and FTTx upgrades with IRR profiles that are viewed as acceptable to Company Parties; and • Opportunistic participation in next generation of government subsidies for rural broadband ("RDOF" program). The Debtors will use commercially reasonable efforts to provide a detailed report within 120 days of the RSA Effective Date on the following: • Specific initiatives for modernization and improved quality of service; and • A plan for participation in the upcoming RDOF auction including the following: o technology plan; o building strategy to maximize success at the accretive returns; and o assessment of potential sensitivities around different return requirement thresholds. The Debtors will use commercially reasonable efforts to provide by January 31, 2021 the following: • New budgetary plan, which shall be developed in consideration of the foregoing materials, including, but not limited to, as appropriate, information derived from results of upcoming RDOF auction and concepts of investment underlying Virtual Separation (as defined

	below); and • Capital spending into fiber expansion and FTTx upgrades within the network. The Debtors will use commercially reasonable best efforts to provide a detailed report by no later than the Plan Effective Date detailing analysis and development of the following: • a virtual separation under the same ownership structure of select state operations where the reorganized Debtors will conduct fiber deployments ("InvestCo") from those state operations where the reorganized Debtors will perform broadband upgrades and operational improvements ("ImproveCo"), with such allocation of state operations to be reasonably acceptable to the Company Parties and the Required Consenting Noteholders (the "Virtual Separation"), such that the Reorganized Frontier Board (as defined below) may, at its determination, adopt and implement the Virtual Separation at any time on or after the Plan Effective Date; and • an internal revenue and cost sharing model based around the Virtual Separation.[11] The Debtors will use commercially reasonable efforts to deliver by no later than the applicable date specified below, on a one-time basis, based on available analytics, each of the following: • no later than 3 business days after the RSA Effective Date, the Debtors' "base case" business plan; and • no later than 10 business days after the RSA Effective Date, (a) the Debtors' "reinvestment" sensitivity case and (b) an alternative "reinvestment" sensitivity case for the reorganized Debtors in a form consistent with the analysis underlying the Virtual Separation, and otherwise reasonably acceptable to the Required Consenting Noteholders; *provided*, *however*, the Company Parties shall not be bound by how the ImproveCo and InvestCo clusters are defined in these cases, as all parties recognize that the composition of these clusters may change from time to time as part of the Virtual Separation evaluation process. Notwithstanding anything to the contrary herein, any materials that constitute material, non-public information shall only be delivered to the Consenting Noteholders' advisors and the Company Parties will not have an obligation to disclose any such materials to any Consenting Noteholders unless the Company Parties and such Consenting Noteholders have entered into a mutually acceptable confidentiality agreement with respect to such information.
Pre-Effective Date Implementation	Upon the RSA Effective Date, the finance committee of Frontier's Board (the "Finance Committee") will oversee certain initiatives and decisions during the period from the RSA Effective Date until the Plan Effective Date, including

[11] Within 14 days after the RSA Effective Date, the advisors to the Company Parties will provide to the advisors to the Consenting Noteholders (on a professionals' eyes only basis) a detailed timeline with respect to the Virtual Separation and will provide updates to the advisors to the Consenting Noteholders (on a professionals' eyes only basis) not less frequently than monthly as to progress with respect to the Company Parties' efforts in connection therewith.

	the following: • Management evaluation and selection process for the reorganized Debtors with respect to certain key management positions. • Evaluation and oversight of any material asset sale proposals and implementation of any asset sales, if any (including selection of the M&A financial advisor with respect thereto, if applicable). • Material strategic decisions relating to the restructuring. • The Debtors' use of commercially reasonable best efforts to analyze and develop a detailed report regarding Virtual Separation by no later than the Plan Effective Date in accordance with this Term Sheet. Upon the RSA Effective Date, and until the earlier of (a) the Plan Effective Date and (b) the date on which the RSA is terminated in accordance with its terms, the Consenting Noteholders shall be entitled to designate two observers to Frontier's Board (and the Finance Committee) that are reasonably acceptable to Frontier's Board (who shall be "independent" within the meaning of the rules of any stock exchange on which the shares of Frontier are listed (or if not so listed, would qualify under the rules of the New York Stock Exchange)): one observer to be appointed by the Consenting Noteholders represented by Akin Gump Strauss Hauer & Feld LLP and Ducera Partners LLC and one observer to be appointed by the Consenting Noteholders represented by Milbank LLP and Houlihan Lokey Capital, Inc. Such board observer rights shall permit the observers' active and regular participation in Board (and Finance Committee) discussions and deliberations; *provided*, *that*, any such participation shall be subject to agreements reasonably acceptable to the Company Parties and the Required Consenting Noteholders that preserve confidentiality and privilege of such discussions and deliberations. Each observer shall be paid a reasonable and customary fee and reimbursed for all reasonable out-of-pocket expenses. The Company Parties shall consult with the Consenting Noteholders with respect to certain Specified Material Actions.[12] The Company Parties shall not take action with respect to the Specified Material Actions absent reasonable consent from the Required Consenting Noteholders. Promptly following the RSA Effective Date, the Finance Committee, together with one designee to be appointed by the Consenting Noteholders represented by Akin Gump Strauss Hauer & Feld LLP and Ducera Partners LLC and one designee to be appointed by the Consenting Noteholders represented by Milbank LLP and Houlihan Lokey Capital, Inc. (such designees, the "Management Selection Designees") shall commence and oversee a management selection process for the reorganized Debtors with respect to certain key management positions. The identity and compensation of any person that is proposed to be retained for, appointed to or hired for a key management position (effective either before or upon the Plan Effective Date), including any person occupying a management role on or after the RSA Effective Date, but before the Plan Effective Date who is proposed to retain such position or be appointed to a different senior management position shall be reasonably acceptable to the

[12] "Specified Material Actions" to be mutually agreed by Frontier and the Required Consenting Noteholders prior to the RSA Effective Date.

	Management Selection Designees and reasonably acceptable to the Required Consenting Noteholders.
New Board of Directors	The board of directors of Reorganized Frontier (the "Reorganized Frontier Board") shall consist of directors, the number and identities of which shall be determined by the Required Consenting Noteholders.
Key Employee Incentive / Retention Plans	During the Chapter 11 Cases, the Debtors shall implement a key employee incentive plan and key employee retention plan for certain employees, in amounts, allocations, and subject to customary terms, conditions, documentation and metrics, in each case, that are reasonably acceptable to the Required Consenting Noteholders.
Management Incentive Plan	On the Plan Effective Date, the reorganized Debtors will reserve a pool of 6% (on a fully diluted basis) of the New Common Stock (the "Management Incentive Plan Pool") for a post-emergence management incentive plan for management employees of the reorganized Debtors, which will contain terms and conditions (including, without limitation, with respect to participants, form, allocation, structure, duration and timing and extent of issuance and vesting), in each case, as determined at the discretion of the Reorganized Frontier Board after the Plan Effective Date; *provided*, that up to 50% of the Management Incentive Plan Pool may be allocated prior to the Plan Effective Date as emergence grants ("Emergence Awards") to individuals selected to serve in key senior management positions after the Plan Effective Date (as and when such individuals are selected as contemplated by and subject to the consent rights specified in this Term Sheet); *provided*, *further*, that the Emergence Awards will have terms and conditions (including, without limitation, with respect to form, allocation, structure, duration, timing and extent of issuance and vesting) that are acceptable to the Debtors and the Required Consenting Noteholders. For the avoidance of doubt, the Debtors and the Required Consenting Noteholders shall work jointly in good faith to effectuate the intent of the foregoing.
Asset Sales	The Debtors shall use commercially reasonable efforts to evaluate potential sales of assets during the Chapter 11 Cases (in certain specified markets and other markets as may be identified) and, as appropriate, prepare for and commence a marketing process for and, if applicable and approved by the Required Consenting Noteholders, consummate such potential sales of assets. The Finance Committee shall oversee any such asset sale process. Any material asset sales to be subject to monitoring by and reasonable consent of the Required Consenting Noteholders, including with respect to any such sale process.
PNW Sale	The Debtors will promptly file a motion after the Petition Date to assume the Purchase Agreement, dated as of May 28, 2019, among Frontier, Frontier Communications ILEC Holdings LLC, and Northwest Fiber, LLC, as amended, amended and restated, or otherwise modified from time to time, and close the sale (the "PNW Sale") as soon as reasonably practicable. Any extension or material amendment of the Purchase Agreement shall be on terms reasonably acceptable to the Required Consenting Noteholders.

Noteholder Reporting	The Debtors shall make certain additional reporting (including key performance indicators to be agreed) available to Noteholders during the course of the Chapter 11 Cases pursuant to mutually agreed upon procedures.
Structure/Tax	The Debtors and the Consenting Noteholders will cooperate in good faith to structure the Restructuring as a "Bruno's transaction" pursuant to which Frontier sells substantially all the assets and/or stock of the Debtors in a taxable transaction to an indirect subsidiary of Reorganized Frontier; *provided*, *however*, that if the Debtors and the Required Consenting Noteholders determine that an alternative structure would be more value maximizing than such a "Bruno's transaction," then the Debtors and the Required Consenting Noteholders will cooperate in good faith to implement such alternative structure in the Restructuring. The Debtors shall use commercially reasonable efforts to analyze additional asset-level information and, as appropriate, evaluate potential alternative value-maximizing structures, including REIT structures.
Regulatory	The Debtors will use commercially reasonable efforts to, (i) as soon as reasonably practicable, commence any required regulatory approval processes, (ii) evaluate the path to approval by jurisdiction including a cost/benefit analysis of any conditions of approval, (iii) secure approval from the FCC, PUCs, and other applicable regulatory bodies, and (iv) provide progress reports to the Required Consenting Noteholders' advisors with respect to regulatory approval processes.
Reorganized Frontier New Common Stock	As determined by the Required Consenting Noteholders and the Debtors prior to the Plan Effective Date, upon emergence from the Chapter 11 Cases, the New Common Stock may be listed on a recognized U.S. stock exchange. In the event the Required Consenting Noteholders and the Debtors determine that the New Common Stock should be listed on a recognized U.S. stock exchange, Reorganized Frontier shall use commercially reasonable efforts to have the New Common Stock listed on a recognized U.S. stock exchange as promptly as reasonably practicable on or after the Plan Effective Date, and prior to any such listing to use commercially reasonable efforts to qualify its shares for trading in the pink sheets.
MISCELLANEOUS PROVISIONS	
Conditions Precedent to Consummation of the Restructuring	The occurrence of the Plan Effective Date shall be subject to the following conditions precedent: • The Bankruptcy Court shall have entered the order confirming the Plan (the "Confirmation Order"), and such Confirmation Order shall be a Final Order and in full force and effect; • Reorganized Frontier's New Common Stock shall have been issued; • The Plan Supplement, including any amendments, modifications, or supplements to the documents, schedules, or exhibits included therein shall have been filed with the Bankruptcy Court; • Any and all requisite regulatory approvals, and any other authorizations, consents, rulings, or documents required to implement and effectuate the Plan shall have been obtained; • Payment of all professional fees and other amounts contemplated to be paid under the RSA and the Plan;

	• The Debtors shall have used commercially reasonable best efforts to analyze and develop a detailed report regarding Virtual Separation; and • Such other conditions as mutually agreed by the Company Parties and the Required Consenting Noteholders.
Releases and Exculpation	The releases to be included in the Plan will be consistent with those set forth in **Annex 1** to this Term Sheet.[13]
Fiduciary Out	Notwithstanding anything to the contrary herein, nothing in this Term Sheet or any of the Definitive Documents shall require the Company Parties, nor any of the Company Parties' directors, managers, or officers, to take or refrain from taking any action to the extent such person or persons determines based on advice of counsel that taking such action, or refraining from taking such action, as applicable, would be inconsistent with applicable law or its fiduciary obligations under applicable law; *provided*, that the Company Parties shall be required to notify the Consenting Noteholders promptly in the event of any such determination, in which case the Consenting Noteholders will have a termination right. The Definitive Documents shall provide that such agreements or undertakings, as applicable, shall be terminable by the Company Parties and the Consenting Noteholders where any Company Parties' board of directors or similar governing body, determines in good faith and upon the advice of counsel that continued performance would be inconsistent with its fiduciary duties under applicable law.
Corporate Governance Documents	In connection with the Plan Effective Date, and consistent with section 1123(a)(6) of the Bankruptcy Code, Reorganized Frontier shall adopt customary corporate governance documents, including amended and restated certificates of incorporation, bylaws, and shareholders' agreements in form and substance reasonably acceptable to the Company Parties and the Required Consenting Noteholders. Such governance documents shall contain indemnification provisions no less favorable than those contained in the existing governance documents of the Company Parties.
Director, Officer, Manager, and Employee Insurance	On the Plan Effective Date, the applicable Debtors shall be deemed to have assumed all unexpired directors', managers', and officers' liability insurance policies.
Exemption from SEC Registration	The issuance of all securities in connection with the Plan will be exempt to the extent permitted under section 1145 of the Bankruptcy Code and otherwise pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended.
Indemnification of Prepetition Directors, Officers, Managers, *et al*.	Under the Restructuring, all indemnification provisions currently in place (whether in the by-laws, certificates of incorporation or formation, limited liability company agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for the current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of the Company Parties, as applicable, shall be assumed and survive the effectiveness of the

[13] Defined terms used but not otherwise defined in **Annex 1** to this Term Sheet shall have the meaning ascribed to such terms in the RSA.

	Restructuring.
Plan Supplement	The following documents shall be filed by the Debtors no later than 7 days before the Confirmation hearing or such later date as may be approved by the Bankruptcy Court on notice to parties in interest, and additional documents prior to the Plan Effective Date as amendments, including the following, as applicable: (a) the form of certificate or articles of incorporation, bylaws, or such other applicable formation documents (if any) of Reorganized Frontier or any other reorganized Debtor, as applicable; (b) to the extent known, the identity and members of the Reorganized Frontier Board; (c) the Rejected Executory Contracts and Unexpired Lease List (if applicable); (d) the Schedule of Retained Causes of Action; (e) the Exit Facility Documents; (f) the Restructuring Transactions Memorandum; (g) as applicable, and consistent with the consent rights in this Term Sheet, documentation relating to the Emergence Awards, and (h) any additional documents necessary to effectuate the Plan.
Restructuring Fees and Expenses	The Company Parties shall pay all accrued and future fees and expenses of the Noteholder Committees in connection with the Restructuring, including the reasonable and documented fees and disbursements of (a) Akin Gump Strauss Hauer & Feld LLP, (b) Milbank LLP, (c) Ducera Partners LLC, (d) Houlihan Lokey Capital, Inc., (e) Altman Vilandrie & Company, and (f) October Three, in their capacities as counsel, financial advisors, and consultants, as applicable, and any other professionals retained by the Noteholder Committees in connection with the Restructuring, as set forth in the RSA; provided, that, the Company Parties shall not be obligated to pay any fees and expenses incurred by the Consenting Noteholders incurred after the Plan Effective Date. For the avoidance of doubt, all accrued fees and expenses for the Noteholder Committees shall be paid upon the RSA Effective Date. The Company Parties shall use commercially reasonable best efforts to obtain court approval for such payment promptly after commencement of the Chapter 11 Cases.[14]

[14] Notwithstanding anything to the contrary, all "Transaction Fees" (as defined in the applicable engagement letters) to be deemed fully earned upon execution of the RSA and to be paid in full by no later than consummation of the Plan (and if a portion of such fee is payable on an earlier date pursuant to the applicable engagement letter, on such earlier date to the extent then payable, in each case, with any support condition to be deemed satisfied upon execution of the RSA). Upon the occurrence of the RSA Effective Date, the Company Parties will provide agreed advance payment retainers to the advisors to the Noteholder Committees.

Annex 1

Proposed Plan Releases and Exculpation Provisions

Definitions	The following terms shall have the following definitions for purposes of this Annex 1: • "Affiliate" shall have the meaning set forth in section 101(2) of the Bankruptcy Code. • "Avoidance Actions" means any and all actual or potential avoidance, recovery, subordination, or other Causes of Action or remedies that may be brought by or on behalf of the Debtors or their estates or other parties in interest under the Bankruptcy Code or applicable non bankruptcy law, including Causes of Action or remedies under sections 502, 510, 542, 544, 545, 547–553, and 724(a) of the Bankruptcy Code or under other similar or related local, state, federal, or foreign statutes and common law, including fraudulent transfer laws. • "Causes of Action" any action, Claim, damage, judgment, cause of action, controversy, demand, right, action, suit, obligation, liability, debt, account, defense, offset, power, privilege, license, Lien, indemnity, guaranty or franchise of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable directly or derivatively, matured or unmatured, suspected or unsuspected, in contract or in tort, at law or in equity, or pursuant to any other theory of law or otherwise. For the avoidance of doubt, "Causes of Action" include: (a) any right of setoff, counterclaim, or recoupment and any claim arising from any contract or for breach of duties imposed by law or in equity; (b) any claim based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, violation of local, state, federal, or foreign law, or breach of any duty imposed by law or in equity, including securities laws, negligence, and gross negligence; (c) any right to object to or otherwise contest Claims or Equity Interests; (d) any claim pursuant to sections 362 or chapter 5 of the Bankruptcy Code; (e) any claim or defense, including fraud, mistake, duress, usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any Avoidance Action. • "Entity" shall have the meaning set forth in section 101(15) of the Bankruptcy Code. • "Lien" shall have the meaning set forth in section 101(37) of the Bankruptcy Code. • "Related Party" means, with respect to any Entity, in each case in its capacity as such with respect to such Entity, such Entity's current and former directors, managers, officers, investment committee members, special committee members, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals and advisors. • "Released Parties" means, collectively, each Released Company Party and each Released Noteholder Party. • "Releasing Parties" means, collectively, each Company Releasing Party and each Noteholder Releasing Party.
Company Releasing Parties	Each of the Company Parties and each of the Company Parties on behalf of their respective current and former Affiliates and Related Parties.
Consenting Noteholder Releasing Parties	Each Consenting Noteholder, on its own behalf and on behalf of each of its Affiliates and Related Parties, in each case, solely in their respective capacities as such with respect to such Noteholder and solely to the extent such Noteholder has the authority to bind such Affiliate or Related Party in such capacity.

Released Company Parties	Collectively, and in each case in its capacity as such: (a) each Company Party; (b) each reorganized Debtor; (c) each current and former Affiliate of each Entity in clause (a) through the following clause (d); and (d) each Related Party of each Entity in clauses (a) through this clause (d).
Released Noteholder Parties	Collectively, and in each case in its capacity as such: (a) each Consenting Noteholder; (b) each Trustee; (c) each current and former Affiliate of each Entity in clause (a) through the following clause (d); and (d) each Related Party of each Entity in clauses (a) through this clause (d).
Debtor Release	Except as expressly set forth in this Agreement, effective on the Plan Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Company Releasing Parties, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Cause of Action, directly or derivatively, by, through, for, or because of, the foregoing Entities, from any and all Causes of Action, whether known or unknown, including any derivative claims, asserted or assertable on behalf of any of the Company Releasing Parties, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort or otherwise, that the Company Releasing Parties would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Company Releasing Party, based on or relating to, or in any manner arising from, in whole or in part, the Company Parties (including the management, ownership or operation thereof), their capital structure, the purchase, sale, or rescission of any security of the Company Parties, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Company Party and any Released Party, the Chapter 11 Cases and related adversary proceedings, the Credit Facilities, the First Lien Notes, the Second Lien Notes, the IDRB, the Senior Notes, the DIP Facility, the Exit Facility, the assertion or enforcement of rights and remedies against the Company Parties' out-of-court restructuring efforts, intercompany transactions between or among a Company Party and another Company Party, the formulation, preparation, dissemination, negotiation, or filing of this Agreement, the Definitive Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with this Agreement or the Definitive Documents, the pursuit of consummation of the Plan, the administration and implementation of the Restructuring Transaction, or upon any other act or omission, transaction, agreement, event, or other occurrence related to the Company Parties taking place on or before the Plan Effective Date.
Third-Party Release	Except as expressly set forth in this Agreement, effective on the Plan Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Consenting Noteholder Releasing Parties, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Cause of Action, from any and all Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, including any derivative claims asserted or assertable on behalf of any of the Company Parties, that such Entity would have been legally entitled to assert in its own right (whether individually or collectively or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity), based on or relating to, or in any manner arising from, in whole or in part, the Company Parties (including the management, ownership or operation thereof), their capital structure, the purchase, sale, or rescission of any security of the Company Parties, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Company and any Released Party, the Credit Facilities, the First Lien Notes, the Second Lien Notes, the IDRB, the Senior Notes, the DIP Facility, the Exit Facility, the assertion or enforcement of rights and remedies against the Company Parties' out-of-court restructuring efforts, intercompany transactions between or among a Company Party and another Company Party, the formulation, preparation, dissemination, negotiation, or filing of this Agreement, the Definitive Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with this Agreement or the Definitive Documents, the pursuit of consummation of the Plan, the administration and implementation of the Restructuring Transaction, or upon any other act or omission, transaction, agreement, event, or other occurrence related to the Company Parties taking place on or before the Plan Effective Date.

Exculpated Party	Collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the reorganized Debtors; (c) the holders of Senior Notes; (d) each current and former Affiliate of each Entity in clause (a) through the following clause (e); and (e) each Related Party of each Entity in clause (a) through this clause (e).
Exculpation	Effective as of the Plan Effective Date, to the fullest extent permissible under applicable law and without affecting or limiting either the Debtor Release or the Third-Party Release, and except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from any Cause of Action for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or consummation of the Restructuring Support Agreement, the Disclosure Statement, the Plan, any Definitive Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of consummation of the Plan, the administration and implementation of the Plan, including the issuance of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion), except for Causes of Action related to any act or omission that is determined in a Final Order of a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Annex 2

Series of Senior Notes	Series Accrued Amount ($)[15]	Series Ratable Share (%)
2020 April Notes	5,515,998.56	1.47
2020 September Notes	2,194,528.87	0.59
2021 July Notes	1,536,172.61	0.41
2021 September Notes	6,214,268.09	1.66
2022 April Notes	16,498,148.66	4.40
2022 September Notes	103,940,094.57	27.72
2023 Notes	9,135,260.60	2.44
2024 Notes	21,565,437.17	5.75
2025 January Notes	8,036,955.27	2.14
2025 September Notes	179,198,176.94	47.79
2025 November Notes	3,254,226.83	0.87
2026 Notes	8,918.58	0.002
2027 Notes	4,108,332.02	1.10
2031 Notes	6,416,686.24	1.71
2034 Notes	19,885.23	0.005
2035 Notes	1,732,462.73	0.46
2046 Notes	5,624,447.02	1.50
TOTAL	**375,000,000.00**	**100.00**

[15] Amount of interest accrued but unpaid on each series of Senior Notes as of March 15, 2020, subject to an aggregate cap of $375,000,000.00.

EXHIBIT C

Form of Joinder

The undersigned ("**Joinder Party**") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of _____ (the "**Agreement**")[1] by and among Frontier Communications Corporation ("**Frontier**"), the other Company Parties bound thereto and the Consenting Noteholders and agrees to be bound by the terms and conditions thereof to the extent the other Consenting Noteholders are thereby bound, and shall be deemed a "Consenting Noteholder" under the terms of the Agreement.

The Joinder Party specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein applicable to a Consenting Noteholder as of the date hereof and any further date specified in the Agreement.

Date Executed:

[CONSENTING NOTEHOLDER]

[INSERT ENTITY NAME]

_____
Name:
Title:

Address:

E-mail address(es):

Aggregate Amounts Beneficially Owned or Managed on Account of:	
2020 April Notes	
2020 September Notes	
2021 July Notes	
2021 September Notes	
2022 April Notes	
2022 September Notes	

[1] Capitalized terms not used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

2023 Notes	
2024 Notes	
2025 January Notes	
2025 September Notes	
2025 November Notes	
2026 Notes	
2027 Notes	
2031 Notes	
2034 Notes	
2035 Notes	
2046 Notes	

EXHIBIT D

Provision for Transfer Agreement

The undersigned ("**Transferee**") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of _____ (the "**Agreement**"),[1] by and among Frontier Communications Corporation ("**Frontier**"), the other Company Parties bound thereto and the Consenting Noteholders, including the transferor to the Transferee of any Senior Notes Claims or Incremental Payments (collectively, the "**Transferred Claims**," and each such transferor, a "**Transferor**"), and agrees to be bound by the terms and conditions thereof to the extent the Transferor was thereby bound, and shall be deemed a "Consenting Noteholder" under the terms of the Agreement.

The Transferee specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein applicable to a Consenting Noteholder as of the date of the Transfer, including the agreement to be bound by the vote of the Transferor if such vote was cast before the effectiveness of the Transfer discussed herein.

Date Executed:

[CONSENTING NOTEHOLDER]

[INSERT ENTITY NAME]

_____
Name:
Title:

Address:

E-mail address(es):

Aggregate Amounts Beneficially Owned or Managed on Account of:	
2020 April Notes	
2020 September Notes	
2021 July Notes	

[1] Capitalized terms not used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

2021 September Notes	
2022 April Notes	
2022 September Notes	
2023 Notes	
2024 Notes	
2025 January Notes	
2025 September Notes	
2025 November Notes	
2026 Notes	
2027 Notes	
2031 Notes	
2034 Notes	
2035 Notes	
2046 Notes	

Exhibit C

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
FRONTIER COMMUNICATIONS CORPORATION, *et al.*,[1]	)	Case No. 20-22476 (RDD)
Debtors.	)	(Jointly Administered)

JOINT PLAN OF REORGANIZATION OF FRONTIER COMMUNICATIONS CORPORATION AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

Stephen E. Hessler, P.C.
Mark McKane, P.C. (admitted *pro hac vice*)
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Proposed Counsel to the Debtors and Debtors in Possession

THIS IS A DRAFT BEING CIRCULATED FOR DISCUSSION PURPOSES ONLY. NOTHING CONTAINED HEREIN SHALL CONSTITUTE AN OFFER, ACCEPTANCE, COMMITMENT, OR LEGALLY BINDING OBLIGATION OF THE DEBTORS OR ANY OTHER PARTY IN INTEREST, AND THIS PLAN IS SUBJECT TO APPROVAL BY THE BANKRUPTCY COURT AND OTHER CUSTOMARY CONDITIONS. THIS PLAN IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES.

YOU SHOULD NOT RELY ON THE INFORMATION CONTAINED IN, OR THE TERMS OF, THIS PLAN FOR ANY PURPOSE PRIOR TO THE CONFIRMATION OF THIS PLAN BY THE BANKRUPTCY COURT.

[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/ftr. 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.

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INTRODUCTION

Frontier Communications Corporation and the above-captioned debtors and debtors in possession propose this joint chapter 11 plan of reorganization. Although proposed jointly for administrative purposes, the Plan constitutes a separate chapter 11 plan for each Debtor for the resolution of outstanding Claims against and Interests in each Debtor pursuant to the Bankruptcy Code. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications and treatment of Claims and Interests set forth in Article III of this Plan apply separately with respect to each Plan proposed by each Debtor, as applicable. The Plan does not contemplate substantive consolidation of any of the Debtors.

Pursuant to section 1125(b) of the Bankruptcy Code, votes to accept or reject a chapter 11 plan cannot be solicited from holders of claims or interests entitled to vote on a chapter 11 plan until a disclosure statement has been approved by a bankruptcy court and distributed to such holders. On [_____], 2020, the Bankruptcy Court entered the Disclosure Statement Order, which, among other things, approved the Disclosure Statement, established procedures for voting on the Plan, and scheduled the Confirmation Hearing for [_____], 2020. Holders of Claims against and Interests in the Debtors should refer to the Disclosure Statement for a discussion of the Debtors' history, business, properties, operations, historical financial information, projections of future operations, and risk factors, as well as a summary and description of the Plan, the Restructuring Transactions that the Debtors seek to consummate on the Effective Date of the Plan, and certain related matters.

ARTICLE I.

DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, GOVERNING LAW, AND OTHER REFERENCES

A. Defined Terms

Capitalized terms used in this Plan have the meanings ascribed to them below.

1. "*1991 Notes Indenture*" means that certain Base Indenture, dated as of August 15, 1991, by and among Frontier, as issuer, and JPMorgan Chase Bank, N.A., as successor trustee, as amended, supplemented, or modified from time to time.

2. "*2001 Notes Indenture*" means that certain Indenture, dated as of August 16, 2001, by and among Frontier, as issuer, and JPMorgan Chase Bank, N.A., as successor trustee, as amended, supplemented, or modified from time to time.

3. "*2006 Notes Indenture*" means that certain Indenture, dated as of December 22, 2006, by and among Frontier, as issuer, and The Bank of New York, as trustee, as amended, supplemented, or modified from time to time.

4. "*2009 Notes Indenture*" means that certain Base Indenture, dated as of April 9, 2009, by and among Frontier, as issuer, and The Bank of New York Mellon, as trustee, as amended, supplemented, or modified from time to time.

5. "*2010 Notes Indenture*" means that certain Indenture, dated as of April 12, 2010, by and among New Communications Holdings Inc., as issuer, and the Bank of New York Mellon, as trustee, as amended, supplemented, or modified from time to time.

6. "*2015 Notes Indenture*" means that certain Base Indenture, dated as of September 25, 2015, by and among Frontier, as issuer, and The Bank of New York Mellon, as trustee, as amended, supplemented, or modified from time to time.

7. "*2020 April Notes*" means the 8.500% unsecured notes due April 15, 2020, issued pursuant to the 2010 Notes Indenture.

8. "*2020 September Notes*" means the 8.875% unsecured notes due September 15, 2020, issued pursuant to the 2015 Notes Indenture.

9. "*2021 July Notes*" means the 9.250% unsecured notes due July 1, 2021, issued pursuant to the 2009 Notes Indenture.

10. "*2021 September Notes*" means the 6.250% unsecured notes due September 15, 2021, issued pursuant to the 2009 Notes Indenture.

11. "*2022 April Notes*" means the 8.750% unsecured notes due April 15, 2022, issued pursuant to the 2010 Notes Indenture.

12. "*2022 September Notes*" means the 10.500% unsecured notes due September 15, 2022, issued pursuant to the 2015 Notes Indenture.

13. "*2023 Notes*" means the 7.125% unsecured notes due January 15, 2023, issued pursuant to the 2009 Notes Indenture.

14. "*2024 Notes*" means the 7.625% unsecured notes due April 15, 2024, issued pursuant to the 2009 Notes Indenture.

15. "*2025 January Notes*" means the 6.875% unsecured notes due January 15, 2025, issued pursuant to the 2009 Notes Indenture.

16. "*2025 November Notes*" means the 7.000% unsecured debentures due November 1, 2025, issued pursuant to the 1991 Notes Indenture.

17. "*2025 September Notes*" means the 11.000% unsecured notes due September 15, 2025, issued pursuant to the 2015 Notes Indenture.

18. "*2026 Notes*" means the 6.800% unsecured debentures due August 15, 2026, issued pursuant to the 1991 Notes Indenture.

19. "*2027 Notes*" means the 7.875% unsecured notes due January 15, 2027, issued pursuant to the 2006 Notes Indenture.

20. "*2031 Notes*" means the 9.000% unsecured notes due August 15, 2031, issued pursuant to the 2001 Notes Indenture.

21. "*2034 Notes*" means the 7.680% unsecured debentures due October 1, 2034, issued pursuant to the 1991 Notes Indenture.

22. "*2035 Notes*" means the 7.450% unsecured debentures due July 1, 2035, issued pursuant to the 1991 Notes Indenture.

23. "*2046 Notes*" means the 7.050% unsecured debentures due October 1, 2046, issued pursuant to the 1991 Notes Indenture.

24. "*Administrative Claim*" means a Claim against a Debtor for the costs and expenses of administration of the Chapter 11 Cases arising on or prior to the Effective Date pursuant to section 503(b) of the Bankruptcy Code and entitled to priority pursuant to sections 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date until and including the Effective Date of preserving the Estates and operating the Debtors' business and (b) Allowed Professional Fee Claims.

25. "*Administrative Claims Bar Date*" means the deadline for Filing requests for payment of Administrative Claims (other than requests for payment of Administrative Claims arising under section 503(b)(9) of the Bankruptcy Code), which: (a) with respect to Administrative Claims other than Professional Fee Claims, shall be thirty days after the Effective Date; and (b) with respect to Professional Fee Claims, shall be forty-five days after the Effective Date.

26. "*Affiliate*" has the meaning set forth in section 101(2) of the Bankruptcy Code.

27. "*AG Group Representatives*" means Akin and Ducera.

28. "*AG Notes Group*" means the ad hoc group or committee of Consenting Noteholders represented by the AG Group Representatives.

29. "*Agents*" means, collectively, the Credit Agreement Agent, [the DIP Agent,] and any other agent or similar entity under the Credit Agreement [or the DIP Credit Agreement].

30. "*Akin*" means Akin Gump Strauss Hauer & Feld LLP, as counsel to the AG Notes Group.

31. "*Allowed*" means, with respect to any Claim against or Interest in a Debtor, except as otherwise provided in the Plan: (a) a Claim that is evidenced by a Proof of Claim or a request for payment of an Administrative Claim, as applicable, that is Filed on or before the Claims Bar Date or Administrative Claims Bar Date, as applicable (or for which Claim under the Plan, the Bankruptcy Code, or pursuant to a Final Order, a Proof of Claim or request for payment of an Administrative Claim is not required to be Filed); (b) a Claim that is listed in the Debtors' Schedules as not contingent, not unliquidated, and not disputed, and for which no contrary or superseding Proof of Claim, as applicable, has been timely Filed; or (c) a Claim or Interest allowed pursuant to the Plan or a Final Order of the Bankruptcy Court; *provided* that, with respect to a Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if, and to the extent that, with respect to such Claim, no objection to the allowance thereof is Filed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or such an objection is so Filed and the Claim has been allowed by a Final Order. Except as otherwise specified in the Plan, any Final Order, or as otherwise agreed by the Debtors, and except for any Claim that is Secured by property of a value in excess of the principal amount of such Claim (as determined by Final Order of the Bankruptcy Court), the amount of an Allowed Claim shall not include interest or fees on such Claim accruing from and after the Petition Date. For purposes of determining the amount of an Allowed Claim, there shall be deducted therefrom an amount equal to the amount of any Claim that the Debtors may hold against the Holder thereof, to the extent such Claim may be offset, recouped, or otherwise reduced under applicable law. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim is or has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed

unless and until such Entity pays in full the amount that it owes the applicable Debtor or Reorganized Debtor, as applicable. For the avoidance of doubt: (x) any Proof of Claim or any request for payment of an Administrative Claim, that is Filed after the Claims Bar Date or Administrative Claims Bar Date, as applicable, shall not be Allowed for any purposes whatsoever absent entry of a Final Order allowing such late-filed Claim and (y) the Debtors may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable non-bankruptcy law. "*Allow*" and "*Allowing*" shall have correlative meanings.

32. "*Altman*" means Altman Vilandrie & Company, as advisor to the Noteholder Groups.

33. "*Avoidance Actions*" means any and all actual or potential avoidance, recovery, subordination, or other Causes of Action or remedies that may be brought by or on behalf of the Debtors or their Estates or other parties-in-interest under the Bankruptcy Code or applicable non-bankruptcy law, including Causes of Action or remedies under sections 502, 510, 542, 544, 545, 547–553, and 724(a) of the Bankruptcy Code or under other similar or related local, state, federal, or foreign statutes and common law, including fraudulent transfer laws.

34. "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as now in effect or hereafter amended.

35. "*Bankruptcy Court*" means the United States Bankruptcy Court for the Southern District of New York, or any other court having jurisdiction over the Chapter 11 Cases, including to the extent of the withdrawal of reference under section 157 of the Judicial Code, the United States District Court for the Southern District of New York.

36. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated by the United States Supreme Court under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

37. "*Bar Date Order*" means the [_____] [Docket No. [●]].

38. "*Board Observer Fees*" means, collectively, to the extent not previously paid, all outstanding fees and expenses payable to the Board Observers under the *Final Order Authorizing the Debtors to (I) Pay Prepetition Employee Wages, Salaries, Other Compensation, and Reimbursable Employee Expenses and (II) Continue Employee Benefits Programs* [Docket No. [●]].

39. "*Board Observers*" means, together, the observers to the Board of Directors of Frontier designated by the Consenting Noteholders pursuant to the terms of the Restructuring Support Agreement.

40. "*Business Day*" means any day, other than a Saturday, Sunday, or a "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

41. "*CARES Act*" means the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136 (Mar. 27, 2020).

42. "*Cash*" means the legal tender of the United States of America or the equivalent thereof, including bank deposits and checks.

43. "*Causes of Action*" any action, Claim, cross-claim, third-party claim, damage, judgment, cause of action, controversy, demand, right, action, suit, obligation, liability, debt, account, defense, offset, power, privilege, license, Lien, indemnity, interest, guaranty, or franchise of any kind or character

whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, matured or unmatured, suspected or unsuspected, in contract or in tort, at law or in equity, or pursuant to any other theory of law or otherwise. For the avoidance of doubt, "Causes of Action" include: (a) any right of setoff, counterclaim, or recoupment and any claim arising from any contract or for breach of duties imposed by law or in equity; (b) any claim based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, violation of local, state, federal, or foreign law, or breach of any duty imposed by law or in equity, including securities laws, negligence, and gross negligence; (c) any right to object to or otherwise contest Claims or Interests; (d) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (e) any claim or defense, including fraud, mistake, duress, usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (f) any Avoidance Action.

44. "*Certificate*" means any instrument evidencing a Claim or an Interest.

45. "*Chapter 11 Cases*" means (a) when used with reference to a particular Debtor, the case pending for that Debtor in the Bankruptcy Court under chapter 11 of the Bankruptcy Code and (b) when used with reference to all Debtors, the procedurally consolidated cases filed for the Debtors in the Bankruptcy Court under chapter 11 of the Bankruptcy Code.

46. "*Claim*" has the meaning set forth in section 101(5) of the Bankruptcy Code.

47. "*Claims Bar Date*" means, collectively, the applicable dates by which Proofs of Claim must be Filed, as established by: (a) the Bar Date Order; (b) a Final Order of the Bankruptcy Court; or (c) the Plan.

48. "*Claims, Noticing, and Solicitation Agent*" means Prime Clerk LLC, in its capacity as the claims, noticing, and solicitation agent in the Chapter 11 Cases for the Debtors and any successors appointed by an order of the Bankruptcy Court.

49. "*Claims Objection Deadline*" means the deadline for objecting to a Claim asserted against a Debtor, which shall be on the date that is the later of: (a) (i) with respect to Administrative Claims (other than Professional Fee Claims and Administrative Claims arising under section 503(b)(9) of the Bankruptcy Code), sixty days after the Administrative Claims Bar Date or (ii) with respect to all other Claims (other than Professional Fee Claims), 180 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by the Debtors or the Reorganized Debtors, as applicable, or by an order of the Bankruptcy Court for objecting to such Claims.

50. "*Claims Register*" means the official register of Claims against and Interests in the Debtors maintained by the Clerk of the Bankruptcy Court or the Claims, Noticing, and Solicitation Agent.

51. "*Class*" means a class of Claims against or Interests in the Debtors as set forth in Article III of the Plan in accordance with section 1122(a) of the Bankruptcy Code.

52. "*Communications Act*" means chapter 5 of title 47 of the United States Code, 47 U.S.C. §§ 151–622, as now in effect or hereafter amended, or any other successor federal statute, and the rules and regulations promulgated thereunder.

53. "*Compensation Consultant*" means that certain compensation consultant retained jointly by the Noteholder Groups in accordance with the terms of the Restructuring Support Agreement.

54. "*Confirmation*" means the Bankruptcy Court's entry of the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

55. "*Confirmation Date*" means the date on which Confirmation occurs.

56. "*Confirmation Hearing*" means the hearing before the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code at which the Debtors will seek Confirmation of the Plan.

57. "*Confirmation Order*" means the Bankruptcy Court's order confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

58. "*Consenting Noteholder Fees*" means, collectively, to the extent not previously paid, all outstanding, reasonable, and documented fees and expenses of any professional retained on behalf of the Noteholder Groups (whether incurred directly or on their behalf and regardless of whether such fees and expenses are incurred before or after the Petition Date), including (i) Akin, (ii) Milbank, (iii) Ducera, (iv) Houlihan, (v) Altman, (vi) October Three, and (vii) the Compensation Consultant; *provided* that payment of such fees and expenses for any additional professionals besides those listed in (i) through (vii) of this paragraph shall be subject to the reasonable consent of the Debtors.

59. "*Consenting Noteholders*" means, collectively, the holders of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold, Senior Notes Claims that executed and delivered counterpart signature pages to the Restructuring Support Agreement on April 14, 2020 or subsequently delivered a joinder or a transfer agreement to counsel to the Debtors in accordance with the Restructuring Support Agreement.

60. "*Consummation*" means the occurrence of the Effective Date.

61. "*Credit Agreement*" means that certain credit agreement, dated as of February 27, 2017, as amended, restated, amended and restated, modified, or supplemented from time to time, by and among Frontier, as the borrower, the Credit Agreement Agent, and the lenders party thereto.

62. "*Credit Agreement Agent*" means JPMorgan Chase Bank, N.A., in its capacity as administrative agent under the Credit Agreement, and any successors and permitted assigns, in such capacity.

63. "*Credit Facilities*" means, collectively, the Revolving Credit Facility and the Term Loan Facility.

64. "*Creditors' Committee*" means the Official Committee of Unsecured Creditors appointed by the U.S. Trustee in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code, as it may be reconstituted from time to time.

65. "*Cure*" or "*Cure Claim*" means a Claim (unless waived or modified by the applicable counterparty) based upon a Debtor's default under an Executory Contract or an Unexpired Lease assumed by such Debtor under section 365 of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

66. "*D&O Liability Insurance Policies*" means all unexpired insurance policies maintained by the Debtors, the Reorganized Debtors, or the Estates as of the Effective Date that have been issued (or provide coverage) regarding directors', managers', officers', members', and trustees' liability (including any "tail policy") and all agreements, documents, or instruments relating thereto.

67. "*Debtor Release*" means the releases set forth in Article VIII.B of the Plan.

68. "*Debtors*" means, collectively, Frontier and each of its direct and indirect subsidiaries listed on **Exhibit A**, attached hereto.

69. "*Definitive Documents*" means (a) the Plan (and any and all exhibits, annexes, and schedules thereto); (b) the Confirmation Order; (c) the Disclosure Statement and the other Solicitation Materials; (d) the Disclosure Statement Order; (e) all pleadings filed by the Debtors in connection with the Chapter 11 Cases (or related orders), including the First Day Filings and all orders sought pursuant thereto; (f) the Plan Supplement; (g) the DIP Facility Documents; (h) the DIP Orders; (i) the Exit Facility Documents; (j) the Takeback Debt Documents; (k) the New Organizational Documents; (l) any key employee incentive plan or key employee retention plan; (m) all documentation with respect to any post-emergence management incentive plan, including the Management Incentive Plan; (n) any other disclosure documents related to the issuance of the New Common Stock; (o) any new material employment, consulting, or similar agreements; (p) any and all filings as may be required under the rules of the FCC and/or any PUC in connection with the Chapter 11 Cases (including any FCC Applications and any PUC Applications); and (q) any and all other deeds, agreements, filings, notifications, pleadings, orders, certificates, letters, instruments or other documents reasonably desired or necessary to consummate and document the transactions contemplated by the Restructuring Support Agreement or the Restructuring Transactions (including any exhibits, amendments, modifications, or supplements made from time to time thereto). Notwithstanding anything herein to the contrary, the Definitive Documents not executed or in a form attached to the Restructuring Support Agreement shall otherwise be in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders; *provided*, that the New Organizational Documents shall be determined by and acceptable to the Required Consenting Noteholders in their sole discretion.

70. "*Determining Noteholders*" has the meaning set forth in Article [IV.D.]

71. ["*DIP Agent*" means Goldman Sachs Bank USA, in its capacity as administrative agent and collateral agent under the DIP Credit Agreement, and any successors and permitted assigns, in such capacity.

72. "*DIP Claim*" means any Claim against a Debtor arising under, derived from, based on, or related to the DIP Facility Documents.

73. "*DIP Credit Agreement*" means that certain senior secured superpriority debtor-in-possession credit agreement (as amended, restated, amended and restated, modified, supplemented, or replaced from time to time in accordance with its terms) entered into by Frontier, as a debtor and debtor-in-possession, the DIP Lenders, and the DIP Agent.

74. "*DIP Facility*" means that certain $460 million debtor-in-possession credit facility provided by the DIP Lenders on the terms of, and subject to the conditions set forth in, the DIP Facility Documents.

75. "*DIP Facility Documents*" means, collectively, the DIP Credit Agreement, and all other agreements, documents, and instruments delivered or entered into in connection therewith, including the DIP Order and any guarantee agreements, pledge agreements, security agreements, UCC Financing statements or other perfection documents, intercreditor agreements, subordination agreements, fee letters, engagement letters, and other security documents.

76. "*DIP Lenders*" means the lenders providing the DIP Facility under the DIP Facility Documents.

77. "*DIP Order*" means the [_____] [Docket No. [●]].]

78. "*Disclosure Statement*" means the *Disclosure Statement Relating to the Joint Chapter 11 Plan of Reorganization of Frontier Communications Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]], as may be amended, supplemented, or otherwise modified from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan.

79. "*Disclosure Statement Order*" means the [_____] [Docket No. [●]], entered by the Bankruptcy Court approving the Disclosure Statement and the solicitations procedures with respect to the Plan.

80. "*Disputed*" means a Claim or an Interest or any portion thereof: (a) that is not Allowed; (b) that is not disallowed under the Plan, the Bankruptcy Code, or a Final Order; and (c) with respect to which a party in interest has Filed a Proof of Claim, a Proof of Interest, or otherwise made a written request to a Debtor for payment.

81. "*Distribution Agent*" means, as applicable, the Reorganized Debtors or any Entity or Entities designated by the Reorganized Debtors to make or to facilitate distributions that are to be made pursuant to the Plan.

82. "*Distribution Date*" means, except as otherwise set forth herein, the date or dates determined by the Reorganized Debtors, on or after the Effective Date, upon which the Distribution Agent shall make distributions to Holders of Allowed Claims entitled to receive distributions under the Plan.

83. "*Distribution Record Date*" means, other than with respect to Securities of the Debtors deposited with DTC, the record date for purposes of determining which Holders of Allowed Claims against or Allowed Interests in the Debtors are eligible to receive distributions under the Plan, which date shall be the Confirmation Date, or such other date as is agreed to by the Debtors and the Required Consenting Noteholders or designated by an order of the Bankruptcy Court. The Distribution Record Date shall not apply to Securities of the Debtors deposited with DTC, the holders of which shall receive a distribution in accordance with Article VI of the Plan and, as applicable, the customary procedures of DTC.

84. "*DTC*" means The Depository Trust Company.

85. "*Ducera*" means Ducera Partners LLC, as financial advisor to the AG Notes Group.

86. "*Effective Date*" means the date that is the first Business Day after the Confirmation Date on which (a) all conditions precedent to the occurrence of the Effective Date set forth in Article IX.A of the Plan have been satisfied or waived in accordance with Article IX.B of the Plan, (b) no stay of the Confirmation Order is in effect, and (c) the Debtors declare the Plan effective.

87. "*Emergence Award*" has the meaning set forth in [Article IV.Q].

88. "*Entity*" has the meaning set forth in section 101(15) of the Bankruptcy Code.

89. "*Estate*" means, as to each Debtor, the estate created on the Petition Date for the Debtor in its Chapter 11 Case pursuant to sections 301 and 541 of the Bankruptcy Code and all property (as defined

in section 541 of the Bankruptcy Code) acquired by the Debtor after the Petition Date through and including the Effective Date.

90. "*Excess Cash*" means the amount of unrestricted balance sheet cash in excess of $150 million on the Effective Date as projected thirty days prior to the anticipated Effective Date (in each case, estimated and calculated in a manner reasonably acceptable to the Debtors and the Required Consenting Noteholders, including in respect of available net after-tax cash proceeds from the PNW Sale and less any deferred pension contribution payments, and any interest associated therewith, of the Debtors under the CARES Act or applicable IRS/PBGC waiver, potential costs related to regulatory settlements, and other restructuring related payments due on the Effective Date, including any required repayments of debt but excluding the Incremental Payments). For the avoidance of doubt, any Incremental Payments will be made from Excess Cash first prior to the determination of, and distribution of, any Surplus Cash. Further, for the avoidance of doubt, the Exit Facility shall remain undrawn as of the Effective Date (excluding any required letters of credit).

91. "*Exculpated Parties*" means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) the Consenting Noteholders; (d) the members of the Creditors' Committee in their capacities as such; (e) each current and former Affiliate of each Entity in clause (a) through the following clause (f); and (f) each Related Party of each Entity in clause (a) through this clause (f).

92. "*Executory Contract*" means a contract to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 or 1123 of the Bankruptcy Code.

93. "*Exit Credit Agreement*" means either (i) the Exit Facility Agreement, as defined in the DIP Credit Agreement, which shall be in form and substance consistent with the requirements set forth in the Exit Facility Term Sheet, or (ii) a new credit agreement of one of more of the Reorganized Debtors providing for the Exit Facility to be effective on the Effective Date.

94. "*Exit Facility*" means that certain revolving credit facility to be provided for under the Exit Credit Agreement, in an aggregate principal amount of no more than $600 million.

95. "*Exit Facility Documents*" means, collectively, the Exit Credit Agreement, and all other agreements, documents, and instruments delivered or entered into in connection with the Exit Facility, including any guarantee agreements, pledge and collateral agreements, UCC financing statements or other perfection documents, intercreditor agreements, subordination agreements, fee letters, and other security documents.

96. "*Exit Facility Term Sheet*" means, the Exit Facility Term Sheet attached as Exhibit B to the DIP Credit Agreement.

97. "*FCC*" means the Federal Communications Commission, including any official bureau or division thereof acting on delegated authority, and any successor Governmental Unit performing functions similar to those performed by the Federal Communications Commission on the Effective Date.

98. "*FCC Applications*" means, collectively, each requisite application, petition, or other request filed or to be filed with the FCC in connection with the Restructuring Transactions or this Plan, including the applications filed with the FCC seeking consent to the Transfer of Control.

99. "*FCC Approval*" means the FCC's grant of the FCC Applications; *provided* that the possibility that an appeal, request for stay, or petition for rehearing or review by a court or administrative

agency may be filed with respect to such grant, or that the FCC may reconsider or review such grant on its own authority, shall not prevent such grant from constituting FCC Approval for purposes of the Plan.

100. "*FCC Licenses*" means any licenses, authorizations, waivers, and permits that are issued from time to time by the FCC.

101. ["*FCC Ownership Procedures Order*" means an order entered by the Bankruptcy Court establishing procedures for, among other things, completion and submission of the Ownership Certifications, which order shall be in form and substance reasonably acceptable to the Required Consenting Noteholders.][1]

102. "*Federal Judgment Rate*" means the federal judgment interest rate in effect as of the Petition Date calculated as set forth in section 1961 of the Judicial Code.

103. "*File*," "*Filed*," or "*Filing*" means file, filed, or filing, respectively, in the Chapter 11 Cases with the Bankruptcy Court or its authorized designee, or, with respect to the filing of a Proof of Claim or Proof of Interest, file, filed, or filing, respectively, with the Claims, Noticing, and Solicitation Agent.

104. "*Final Decree*" means the decree contemplated under Bankruptcy Rule 3022.

105. "*Final Order*" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, stayed, modified, or amended, and as to which the time to appeal, petition for certiorari, or move for a new trial, reargument, reconsideration, or rehearing has expired and no appeal, petition for certiorari, or motion for a new trial, reargument, reconsideration, or rehearing has been timely taken or filed, or as to which any appeal that has been or may be taken or any petition for certiorari or any motion for a new trial, reargument, reconsideration, or rehearing that has been or may be made or filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the motion for a new trial, reargument, reconsideration, or rehearing shall have been denied, resulted in no modification of such order (if any such motion has been or may be granted), or have otherwise been dismissed with prejudice; *provided* that the possibility that a motion under rule 60 of the Federal Rules of Civil Procedure or any comparable Bankruptcy Rule may be filed relating to such order or judgment shall not cause such order or judgment to not be a Final Order.

106. "*First Day Filings*" means the "first-day" filings that the Debtors made upon or shortly following the commencement of the Chapter 11 Cases.

107. "*First Lien Noteholders*" means, collectively, the Holders of First Lien Notes Claims.

108. "*First Lien Notes*" means the 8.000% first lien secured notes due April 1, 2027, issued by Frontier pursuant to the First Lien Notes Indenture.

109. "*First Lien Notes Claim*" means any Claim against a Debtor arising under, derived from, based on, or related to the First Lien Notes or the First Lien Notes Indenture.

110. "*First Lien Notes Indenture*" means that certain Indenture, dated as of March 15, 2019, by and among Frontier, as issuer, the subsidiary guarantors party thereto, JPMorgan Chase Bank, N.A., as

[1] **NTD:** To be discussed.

collateral agent, and Wilmington Trust, National Association, as successor trustee to the Bank of New York Mellon, as amended, supplemented, or modified from time to time.

111. "*Frontier*" means Frontier Communications Corporation, a company incorporated under the laws of Delaware.

112. "*General Unsecured Claim*" means any Claim against a Debtor that is not Secured and is not: (a) paid in full prior to the Effective Date pursuant to an order of the Bankruptcy Court; (b) an Administrative Claim; (c) a Secured Tax Claim; (d) an Other Secured Claim; (e) a Priority Tax Claim; (f) an Other Priority Claim; [(g) a DIP Claim;] (h) a Professional Fee Claim; (i) a Revolving Credit Claim; (j) a Term Loan Claim; (k) a First Lien Notes Claim; (l) a Second Lien Notes Claim; (m) a Subsidiary Unsecured Notes Claim; (n) a Subsidiary Secured Notes Claim; (o) a Senior Notes Claim; (p) a Section 510(b) Claim; or (q) an Intercompany Claim.

113. "*Governmental Unit*" has the meaning set forth in section 101(27) of the Bankruptcy Code.

114. "*Holder*" means an Entity holding a Claim against or an Interest in any Debtor.

115. "*Houlihan*" means Houlihan Lokey Capital, Inc., as financial advisor to the MB Notes Group.

116. "*IDRB*" means the 6.200% industrial development revenue bonds due May 1, 2030, issued pursuant to the Indenture and in connection with the IDRB Loan Agreement.

117. "*IDRB Claim*" means any Claim against a Debtor arising under, derived from, based on, or related to the IDRB or IDRB Loan Agreement.[2]

118. "*IDRB Holders*" means, collectively, the Holders of IDRB Claims.

119. "*IDRB Indenture*" means that certain Indenture of Trust, dated as of May 1, 1995, between The Industrial Development Authority of the County of Maricopa, as issuer, and Shawmut Bank Connecticut, National Association, as trustee.

120. "*IDRB Loan Agreement*" means that certain Loan Agreement, dated as of May 1, 1995, by and among Citizens Utilities Company and The Industrial Development Authority of the County of Maricopa, as issuer, as amended, modified, or supplemented from time to time, entered into in connection with the issuance of the IDRB.

121. "*Impaired*" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

122. "*Incremental Payments*" means, collectively, the Cash payments, on the Effective Date (to the extent of available Excess Cash), to each Holder of Senior Notes, which shall be allocated to the Holders of Senior Notes of each series of Senior Notes based on such series' Series Ratable Share of the Incremental Payment Amount. Payment of the Incremental Payments shall be made to every Holder of each series of Senior Notes in respect of the portion of the Series Accrued Amounts related to such Holder's holdings in such series of Senior Notes. Distribution of Incremental Payments shall be subject to the conditions set forth in the Restructuring Support Agreement.

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[2] **NTD:** To confirm security of the IDRB.

123. "*Incremental Payment Amount*" means, with respect to each series of Senior Notes, (a) if the amount of Excess Cash is equal to or greater than the sum of all Series Accrued Amounts, the Series Accrued Amount for such series, (b) if the amount of Excess Cash is less than the sum of all Series Accrued Amounts but greater than zero, an amount equal to Excess Cash multiplied by the Series Ratable Share for such series, or (c) if Excess Cash is zero, zero.

124. "*Indemnification Provisions*" means the provisions in place before or as of the Effective Date, whether in a Debtor's bylaws, certificates of incorporation, limited liability company agreement, partnership agreement, management agreement, other formation or organizational document, board resolution, indemnification agreement, contract, or otherwise providing the basis for any obligation of a Debtor as of the Effective Date to indemnify, defend, reimburse, or limit the liability of, or to advance fees and expenses to, any of the Debtors' current and former directors, equity holders, managers, officers, members, employees, attorneys, accountants, investment bankers, and other professionals, and each such Entity's respective affiliates, as applicable.

125. "*Interim Compensation Order*" means the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Retained Professionals* [Docket No. 88].

126. "*Intercompany Claim*" means any Claim against a Debtor that is held by another Debtor or a direct or indirect subsidiary of a Debtor.

127. "*Intercompany Interest*" means any Interest in one Debtor held by another Debtor, other than an Interest in Frontier.

128. "*Interest*" means any equity security as such term is defined in section 101(16) of the Bankruptcy Code, including all issued, unissued, authorized, or outstanding shares of capital stock and any other common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profit interests of an Entity, including all options, warrants, rights, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, convertible, exercisable, or exchangeable securities, or other agreements, arrangements, or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in an Entity whether or not arising under or in connection with any employment agreement and whether or not certificated, transferable, preferred, common, voting, or denominated "stock" or a similar security, and including any Claim against the Debtors subject to subordination pursuant to section 510(b) of the Bankruptcy Code arising from or related to the foregoing.

129. "*Judicial Code*" means title 28 of the United States Code, 28 U.S.C. §§ 1–4001 and the rules and regulations promulgated thereunder, as applicable to the Chapter 11 Cases.

130. "*Lien*" has the meaning set forth in section 101(37) of the Bankruptcy Code.

131. ["*Make-Whole Claim*" means any Claim, whether secured or unsecured, derived from or based upon any make-whole, applicable premium, redemption premium, or other similar payment provisions provided for by the applicable indenture, credit agreement, or other agreement, or any other alleged premiums, fees, or Claims relating to the repayment of the principal balance of any notes, credit facilities, or other debts, including any Claims for damages or other relief arising from the repayment, prior to the respective stated maturity or call date, of the principal balance of any credit facilities, notes, or other debts, or any denial of any right to rescind any acceleration of such credit facilities, notes, or other debts,

including, without limitation, those Claims arising under Section 4.09 of the First Lien Notes Indenture, and Section 4.07 of the Second Lien Notes Indenture.][3]

132. "*Management Incentive Plan*" shall have the meaning set forth in the Restructuring Support Agreement.

133. "*Management Incentive Plan Pool*" means the pool of up to six percent of the fully diluted New Common Stock, which is reserved for distribution to participants in the Management Incentive Plan, including Emergence Awards, if any.

134. "*Management Selection Designees*" means one designee to be appointed by the AG Notes Group and one designee to be appointed by the MB Notes Group to participate in the management selection process.

135. "*MB Notes Group*" means the ad hoc group or committee of Consenting Noteholders represented by the MB Notes Group Representatives.

136. "*MB Notes Group Representatives*" means Houlihan and Milbank.

137. "*Milbank*" means Milbank LLP, as counsel to the MB Notes Group.

138. "*New Board*" means the initial board of directors of Reorganized Frontier immediately following the occurrence of the Effective Date, to be appointed in accordance with the Plan and the New Organizational Documents.

139. "*New Common Stock*" means the common stock of Reorganized Frontier to be issued on the Effective Date.

140. "*New Organizational Documents*" means the organizational and governance documents for the Reorganized Debtors and any subsidiaries thereof, including, as applicable, the certificates or articles of incorporation, certificates of formation, certificates of organization, certificates of limited partnership, or certificates of conversion, limited liability company agreements, operating agreements, or limited partnership agreements, stockholder or shareholder agreements, bylaws, the identity of proposed members of the Reorganized Frontier Board, indemnification agreements, and Registration Rights Agreements (or equivalent governing documents of any of the foregoing). The New Organizational Documents shall be determined by and acceptable to the Required Consenting Noteholders in their sole discretion.

141. "*Noteholder Groups*" means, collectively, the MB Notes Group and the AG Notes Group.

142. "*Noteholder Representatives*" means, Akin, Altman, Ducera, Houlihan, and Milbank.

143. "*Other Priority Claim*" means any Claim against a Debtor, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

144. "*Other Secured Claim*" means a Secured Claim against a Debtor that is not: [(a) a DIP Claim;] (b) a Revolving Credit Claim; (c) a Term Loan Claim; (d) a First Lien Notes Claim; (e) a Second Lien Notes Claim; (f) a Subsidiary Secured Notes Claim; or (g) a Secured Tax Claim.

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[3] **NTD:** Definition under review.

145. ["*Ownership Certification*" means a written certification, in the form attached to the FCC Ownership Procedures Order, which shall, among other things, be sufficient to enable the Debtors or Reorganized Debtors, as applicable, to determine the extent to which direct and indirect voting and equity interests of the certifying party are held by non-U.S. Persons, as determined under section 310(b) of the Communications Act, as interpreted and applied by the FCC.][4]

146. ["*Ownership Certification Deadline*" means the deadline set forth in the FCC Ownership Procedures Order for returning the Ownership Certifications.]

147. "*Parent Litigation Claims*" means litigation-related Claims against Frontier that would be subject to the section 362 of the Bankruptcy Code (except for such Claims subject to the exception contained in section 362(b)(4) of the Bankruptcy Code). For the avoidance of doubt, the Parent Litigation Claims shall not include any litigation-related Claims against any of Frontier's direct or indirect subsidiaries.

148. "*Person*" has the meaning set forth in section 101(41) of the Bankruptcy Code.

149. "*Petition Date*" means April 14, 2020.

150. "*Plan*" means this joint chapter 11 plan and all exhibits, supplements, appendices, and schedules hereto, as may be altered, amended, supplemented, or otherwise modified from time to time in accordance with Article X.A hereof, including the Plan Supplement (as altered, amended, supplemented, or otherwise modified from time to time), which is incorporated herein by reference and made part of the Plan as if set forth herein.

151. "*Plan Supplement*" means the compilation of documents and forms of documents, agreements, schedules, and exhibits to the Plan (in each case, as may thereafter be amended, supplemented, or otherwise modified from time to time in accordance with the terms of the Plan, the Bankruptcy Code, the Bankruptcy Rules, and applicable law), each of which shall be in form and substance reasonably acceptable to the Required Consenting Noteholders and the Debtors (*provided* that the New Organizational Documents shall be determined by and acceptable to the Required Consenting Noteholders in their sole discretion), to be Filed by the Debtors no later than seven days before the Confirmation Hearing or such later date as may be approved by the Bankruptcy Court, and additional documents Filed with the Bankruptcy Court prior to the Effective Date as amendments to the Plan Supplement. The Plan Supplement may include the following, as applicable: (a) the New Organizational Documents; (b) to the extent known, the identity and members of the New Board; (c) the Schedule of Rejected Executory Contracts and Unexpired Leases; (d) the Schedule of Retained Causes of Action; (e) the Exit Facility Documents, (f) the Takeback Debt Documents, as applicable; (g) the Restructuring Transactions Memorandum; (h) documentation relating to Emergence Awards, as applicable; and (i) any additional documents necessary to effectuate the Restructuring Transactions or that is contemplated by the Plan.

152. "*PNW Sale*" means the sale of all of the issued and outstanding equity interests of the subsidiaries of Frontier and Frontier Communications ILEC Holdings LLC that operate Frontier's business in Washington, Oregon, Idaho, and Montana to Northwest Fiber, LLC as reflected in a purchase agreement entered into on May 28, 2019.

[4] **NTD:** Process for determining foreign ownership to be discussed.

153. "*Priority Tax Claim*" means any Claim of a Governmental Unit against a Debtor of the kind specified in section 507(a)(8) of the Bankruptcy Code.

154. "*Pro Rata*" means the proportion that an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class.

155. "*Professional*" means an Entity: (a) employed in the Chapter 11 Cases pursuant to an order of the Bankruptcy Court in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered and expenses incurred pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code or (b) for which compensation and reimbursement has been Allowed by Final Order of the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

156. "*Professional Fee Claim*" means any Administrative Claim by a Professional for compensation for services rendered or reimbursement of expenses incurred by such Professional through and including the Effective Date to the extent such fees and expenses have not been paid pursuant to an order of the Bankruptcy Court. To the extent the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional's requested fees and expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Professional Fee Claim.

157. "*Professional Fee Escrow Account*" means an escrow account funded by the Debtors with Cash no later than the Effective Date in an amount equal to the Professional Fee Escrow Amount.

158. "*Professional Fee Escrow Amount*" means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses the Professionals have incurred or will incur in rendering services in connection with the Chapter 11 Cases prior to and as of the Confirmation Date projected to be outstanding as of the anticipated Effective Date, which shall be estimated pursuant to the method set forth in Article II.B of the Plan.

159. "*Proof of Claim*" means a written proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

160. "*Proof of Interest*" means a written proof of Interest Filed against any of the Debtors in the Chapter 11 Cases.

161. "*PUC*" means any state-level public utility commission or similar agency with regulatory authority over any of the Debtors or their affiliates.

162. "*PUC Application*" means any requisite application, petition, notice, or other request filed or to be filed with a PUC seeking PUC approval to effectuate any Restructuring Transactions contemplated in the Plan.

163. "*PUC Approval*" means any applicable PUC's grant of a PUC Application; *provided* that the possibility that an appeal, request for stay, or petition for rehearing or review by a court or administrative agency may be filed with respect to such grant, or that a PUC may reconsider or review such grant on its own authority, shall not prevent such grant from constituting a PUC Approval for purposes of the Plan.

164. "*Registration Rights Agreement*" means any agreement providing registration rights to the Consenting Noteholders, their affiliates, or any other parties, in each case, with respect to the New Common Stock.

165. "*Reinstate*," "*Reinstated*," or "*Reinstatement*" means, with respect to Claims and Interests, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code.

166. "*Related Party*" means, with respect to any Entity, in each case in its capacity as such with respect to such Entity, such Entity's current and former directors, managers, officers, investment committee members, special committee members, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals and advisors.

167. "*Released Parties*" means, collectively, in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; [(c) the DIP Agent; (d) each DIP Lender;] (e) each Consenting Noteholder; (f) each Trustee; (g) the members of the Creditors' Committee in their capacities as such, (h) each current and former Affiliate of each Entity in clause (a) through (g); and (i) each Related Party of each Entity in clauses (a) through (h); *provided* that any Holder of a Claim against or Interest in the Debtors that is not a Releasing Party shall not be a "Released Party."

168. "*Releasing Parties*" means, collectively, in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; [(c) the DIP Agent; (d) each DIP Lender;] (e) each Consenting Noteholder; (f) each Trustee; (g) the members of the Creditors' Committee in their capacities as such; (h) all Holders of Claims against the Debtors; (i) all Holders of Interests in the Debtors; (j) each current and former Affiliate of each Entity in clauses (a) through (i), and (k) each Related Party of each Entity in clauses (a) through (j); *provided* that any Entity that opts out of or otherwise objects to the releases in the Plan (including the Debtor Release and Third-Party Release) shall not be a "Releasing Party."

169. "*Reorganized Debtor*" means a Debtor, or any successor or assign thereto, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, or other form, as the case may be, on and after the Effective Date, including Reorganized Frontier and any intermediary holding company formed in the Restructuring Transactions through which Reorganized Frontier holds any other Reorganized Debtor.

170. "*Reorganized Frontier*" means either (a) Frontier, or any successor or assign thereto, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, or other form, as the case may be, on and after the Effective Date, or (b) a new corporation, limited liability company, or partnership that may be formed to, among other things, directly or indirectly acquire substantially all of the assets and/or stock of the Debtors and issue the New Common Stock to be distributed pursuant to the Plan.

171. "*Required Consenting Noteholders*" means, as of the relevant date, the Consenting Noteholders then holding greater than fifty and one-tenth percent (50.1%) of the aggregate outstanding principal amount of Senior Notes Claims that are held by all Consenting Noteholders subject to the Restructuring Supporting Agreement as of such date.

172. "*Restructuring Support Agreement*" means that certain Restructuring Support Agreement, made and entered into as of April 14, 2020, including all exhibits thereto, by and among the Debtors and the Consenting Noteholders party thereto from time to time, as such may be amended from time to time in accordance with its terms.

173. "*Restructuring Term Sheet*" means that certain term sheet attached as Exhibit B to the Restructuring Support Agreement.

174. "*Restructuring Transactions*" means those mergers, amalgamations, consolidations, arrangements, continuances, restructurings, transfers, conversions, dispositions, liquidations, dissolutions, or other corporate transactions that the Debtors, with the consent of the Required Consenting Noteholders (not to be unreasonably withheld), reasonably determine to be necessary to implement the transactions described in this Plan, as described in more detail in Article IV.B herein and the Restructuring Transactions Memorandum and consistent with the Restructuring Support Agreement.

175. "*Restructuring Transactions Memorandum*" means that certain memorandum describing the steps to be carried out to effectuate the Restructuring Transactions, the form of which shall be included in the Plan Supplement and, for the avoidance of doubt, be reasonably acceptable to the Required Consenting Noteholders.

176. "*Revolving Credit Claim*" means any Claim against a Debtor arising under, derived from, based on, or related to the Revolving Credit Facility provided for in the Credit Agreement.

177. "*Revolving Credit Facility*" means that certain prepetition senior secured revolving credit facility provided for under the Credit Agreement.

178. "*Revolving Credit Lenders*" means, collectively, Holders of Revolving Credit Claims.

179. "*Rural Utilities Service Lenders*" means, collectively, the Holders of Rural Utilities Service Loan Claims.

180. "*Rural Utilities Service Loan Claim*" means a Claim arising under a Rural Utilities Service Loan Contract.

181. "*Rural Utilities Service Loan Contracts*" means those Rural Utilities Service loan contracts due January 3, 2028 to which certain Debtors are counterparties.

182. "*Schedule of Rejected Executory Contracts and Unexpired Leases*" means a schedule that may be Filed as part of the Plan Supplement at the Debtors' option of certain Executory Contracts and Unexpired Leases to be rejected by the Debtors pursuant to the Plan, as the same may be amended, modified, or supplemented from time to time by the Debtors or Reorganized Debtors, as applicable, in accordance with the Plan.

183. "*Schedule of Retained Causes of Action*" means the schedule of certain Causes of Action of the Debtors that are not released, waived, or transferred pursuant to the Plan, as the same may be amended, modified, or supplemented from time to time by the Debtors, which shall be included in the Plan Supplement.

184. "*Schedules*" means, collectively, the schedules of assets and liabilities, Schedule of Rejected Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by each of the Debtors pursuant to section 521 of the Bankruptcy Code, as such schedules and statements may have been or may be amended, modified, or supplemented from time to time.

185. "*SEC*" means the United States Securities and Exchange Commission.

186. "*Second Lien Noteholders*" means, collectively, Holders of Second Lien Notes Claims.

187. "*Second Lien Notes*" means the 8.500% second lien secured notes due April 1, 2026, issued by Frontier pursuant to the Second Lien Notes Indenture.

188. "*Second Lien Notes Claim*" means any Claim against a Debtor arising under, derived from, based on, or related to the Second Lien Notes or the Second Lien Notes Indenture.

189. "*Second Lien Notes Indenture*" means that certain Indenture, dated as of March 19, 2018, by and among Frontier, as issuer, the subsidiary guarantors party thereto, and Wilmington Savings Fund Society FSB, as successor trustee and successor collateral agent, as amended, supplemented, or modified from time to time.

190. "*Section 510(b) Claim*" means any Claim against a Debtor subject to subordination under section 510(b) of the Bankruptcy Code; *provided* that a Section 510(b) Claim shall not include any Claims subject to subordination under section 510(b) of the Bankruptcy Code arising from or related to an Interest.

191. "*Secured*" means, when referring to a Claim: (a) secured by a Lien on property in which the applicable Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor's interest in such Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) Allowed pursuant to the Plan as a secured Claim.

192. "*Secured Tax Claim*" means any Secured Claim against a Debtor that, absent its Secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code (determined irrespective of time limitations), including any related Secured Claim for penalties.

193. "*Securities Act*" means the U.S. Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

194. "*Security*" has the meaning set forth in section 2(a)(1) of the Securities Act.

195. "*Senior Noteholders*" means, collectively, the Holders of Senior Notes Claims.

196. "*Senior Notes*" means, collectively, the 2020 April Notes, the 2020 September Notes, the 2021 July Notes, the 2021 September Notes, the 2022 April Notes, the 2022 September Notes, the 2023 Notes, the 2024 Notes, the 2025 January Notes, the 2025 September Notes, the 2025 November Notes, the 2026 Notes, the 2027 Notes, the 2031 Notes, the 2034 Notes, the 2035 Notes, and the 2046 Notes.

197. "*Senior Notes Claim*" means any Claim against a Debtor arising under, derived from, based on, or related to the Senior Notes or the Senior Notes Indentures.

198. "*Senior Notes Indentures*" means, collectively, the 1991 Notes Indenture, the 2001 Notes Indenture, 2006 Notes Indenture, the 2009 Notes Indenture, the 2010 Notes Indenture, and the 2015 Notes Indenture.

199. "*Series Accrued Amount*" means, with respect to any series of Senior Notes, the "Series Accrued Amount," subject to an aggregate cap of $375 million, and otherwise on terms as specified on Annex 2 of the Restructuring Term Sheet with respect to such series of Senior Notes.

200. "*Series Ratable Share*" means, with respect to any series of Senior Notes, the "Series Ratable Share" specified on Annex 2 of the Restructuring Term Sheet with respect to such series of Senior Notes.

201. "*Solicitation Materials*" means all solicitation materials with respect to the Plan.

202. "*Subsidiary Debt*" means, collectively, the Subsidiary Unsecured Notes, Rural Utilities Service Loan Contracts, and Verizon Secured Notes.

203. "*Subsidiary Secured Notes Claims*" means, collectively, the Verizon Secured Claims and the Rural Utilities Service Loan Claims.

204. "*Subsidiary Unsecured Noteholders*" means, collectively, the Holders of Subsidiary Unsecured Notes Claims.

205. "*Subsidiary Unsecured Notes*" means, collectively, the Unsecured Frontier California Notes, the Unsecured Frontier Florida Notes, the Unsecured Frontier North Notes, and the Unsecured Frontier West Virginia Notes.

206. "*Subsidiary Unsecured Notes Claim*" means any Claim against a Debtor arising under, derived from, based on, or related to the Subsidiary Unsecured Notes, Subsidiary Unsecured Notes Indentures, or Unsecured Frontier West Virginia Notes Documents.

207. "*Subsidiary Unsecured Notes Indentures*" means, collectively, the Unsecured Frontier California Notes Indenture, the Unsecured Frontier Florida Notes Indenture, and the Unsecured Frontier North Notes Indenture.

208. "*Surplus Cash*" means the amount of unrestricted balance sheet cash in excess of $150 million on the Effective Date as projected thirty days prior to the anticipated Effective Date (in each case, estimated and calculated in a manner reasonably acceptable to the Debtors and the Required Consenting Noteholders, including in respect of available net after-tax cash proceeds from the PNW Sale and less any deferred pension contribution payments, and any interest associated therewith, of the Debtors under the CARES Act or applicable IRS/PBGC waiver, potential costs related to regulatory settlements, and other restructuring related payments due on the Effective Date, including any required repayments of debt and the Incremental Payments); *provided*, the Debtors shall use commercially reasonable best efforts to raise an $850 million exit facility (including seeking proposals from Consenting Noteholders), to be comprised of a revolving credit facility and/or other funded instrument, with any such proceeds expressly excluded from Surplus Cash; *provided*, *further*, that to the extent the exit facility commitments, including those with respect to the Exit Facility, are below $850 million, the amount of Surplus Cash shall be reduced in an amount equal to the difference between $850 million and the actual exit facility commitments. Further, for the avoidance of doubt, the Exit Facility shall remain undrawn as of the Plan Effective Date (excluding any required LCs).

209. "*Takeback Debt*" means the new debt to be issued by one or more of the Reorganized Debtors pursuant to the Plan and the Takeback Debt Documents.

210. "*Takeback Debt Principal Amount*" means, subject to Article [IV.D.], $750 million in aggregate principal amount of Takeback Debt.

211. "*Takeback Debt Documents*" means, collectively, the indenture or loan agreement by and among one or more of the Reorganized Debtors and the lender parties thereto, and all other agreements,

documents, and instruments delivered or entered into in connection therewith, including any guarantee statements, pledge and collateral agreements, UCC financing statements or other perfection documents, intercreditor agreements, subordination agreements, fee letters, and other security documents, which will set forth the terms of the Takeback Debt, if any.

212. "*Term Loan Claim*" means any Claim against a Debtor arising under, derived from, based on, or related to the Term Loan Facility provided for in the Credit Agreement.

213. "*Term Loan Facility*" means that certain prepetition senior secured term loan facility provided for under the Credit Agreement.

214. "*Term Loan Lenders*" means, collectively, the Holders of Term Loan Claims.

215. "*Third-Party Release*" means the releases set forth in Article VIII.C of the Plan.

216. "*Transfer of Control*" means the transfer of control of the FCC Licenses held by Frontier or any of its subsidiaries as a result of the transfer of the New Common Stock to Holders of Allowed Senior Notes Claims.

217. "*Trustee*" means, collectively, any indenture trustee, collateral trustee, or other trustee or similar entity under the Senior Notes Indentures.

218. "*Trustee Fees*" means, collectively, to the extent not previously paid in connection with the Chapter 11 Cases, all outstanding, reasonable, and documented compensation, fees, and expenses, whether incurred prior to or after the Effective Date, of (a) the Trustees, (b) counsel to the Trustees, and (c) any other advisors to the Trustees to the extent provided under the Senior Notes Indentures.

219. "*Unclaimed Distribution*" means any distribution under the Plan on account of an Allowed Claim or Allowed Interest to a Holder that has not: (a) accepted a particular distribution or, in the case of distributions made by check, negotiated such check, (b) given notice to the Reorganized Debtors of an intent to accept a particular distribution, (c) responded to the Debtors' or Reorganized Debtors' requests for information necessary to facilitate a particular distribution, or (d) taken any other action necessary to facilitate such distribution.

220. "*Unexpired Lease*" means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 or section 1123 of the Bankruptcy Code.

221. "*Unimpaired*" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

222. "*Unsecured Frontier California Notes*" means the 6.750% unsecured notes due May 15, 2027, issued by Frontier California Inc. (formerly known as GTE California Inc.) pursuant to the Unsecured Frontier California Notes Indenture.

223. "*Unsecured Frontier California Notes Indenture*" means that certain Indenture, dated December 1, 1993, by and among Frontier California Inc. (formerly known as GTE California Inc.), as issuer, and U.S. Bank, National Association, as successor trustee, as amended, supplemented, or otherwise modified from time to time.

224. "*Unsecured Frontier Florida Notes*" means the 6.860% unsecured notes due February 1, 2028, issued by Frontier Florida LLC (formerly known as GTE Florida Inc.) pursuant to the Unsecured Frontier Florida Notes Indenture.

225. "*Unsecured Frontier Florida Notes Indenture*" means that certain Indenture, dated November 1, 1993, by and among Frontier Florida LLC (formerly known as GTE Florida Inc.), as issuer, and U.S. Bank National Association, as successor trustee, as amended, supplemented, or otherwise modified from time to time.

226. "*Unsecured Frontier North Notes*" means the 6.730% unsecured notes due February 15, 2028, issued by Frontier North Inc. (formerly known as GTE North Inc.) pursuant to the Unsecured Frontier North Notes Indenture.

227. "*Unsecured Frontier North Notes Indenture*" means that certain Indenture, dated January 1, 1994, by and among Frontier North Inc. (formerly known as GTE North Inc.), as issuer, and U.S. Bank National Association, as successor trustee, as amended, supplemented, or otherwise modified from time to time.

228. "*Unsecured Frontier West Virginia Notes*" means the 8.400% unsecured notes due October 15, 2029, issued by Frontier West Virginia Inc. (formerly known as Verizon West Virginia Inc., and prior thereto, The Chesapeake and Potomac Telephone Company of West Virginia) pursuant to the Unsecured Frontier West Virginia Notes Documents.

229. "*Unsecured Frontier West Virginia Notes Documents*" means, collectively, those certain debentures and purchase agreements, executed pursuant to the private placement funded on October 25, 1989, with Merrill Lynch Capital Markets as exclusive placement agent, by and among Frontier West Virginia Inc. (formerly known as Verizon West Virginia Inc., and prior thereto, The Chesapeake and Potomac Telephone Company of West Virginia), and Holders of the Unsecured Frontier West Virginia Notes, as amended, supplemented, or otherwise modified from time to time.

230. "*U.S. Trustee*" means the United States Trustee for the Southern District of New York.

231. "*Verizon Noteholders*" means, collectively, the Holders of Verizon Secured Claims.

232. "*Verizon Secured Claim*" means any Claim against a Debtor arising under, derived from, based on, or related to the Verizon Secured Notes or the Verizon Secured Notes Indenture.

233. "*Verizon Secured Notes*" means the 8.500% secured subsidiary notes due November 15, 2031, issued by Frontier Southwest Incorporated (formerly known as GTE Southwest Incorporated, and prior thereto, Southwestern Associated Telephone Company) pursuant to the Verizon Secured Notes Indenture.

234. "*Verizon Secured Notes Indenture*" means that certain Restated Indenture, dated June 1, 1940, by and among Frontier Southwest Incorporated (formerly known as GTE Southwest Incorporated, and prior thereto, Southwestern Associated Telephone Company), as issuer, and BOKF, NA, as successor trustee, as amended, supplemented, or otherwise modified from time to time.

235. "*Voting Deadline*" means [_____], 2020, at [____] p.m. prevailing Eastern Time.

B. Rules of Interpretation

For purposes of this Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form; (3) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (4) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed, shall mean that document, schedule, or exhibit, as it may thereafter have been or may thereafter be validly amended, amended and restated, supplemented, or otherwise modified; (5) unless otherwise specified, any reference to an Entity as a Holder of a Claim (including a Consenting Noteholder) or Interest, includes that Entity's successors and assigns; (6) unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto; (7) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (8) unless otherwise specified, the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to any particular portion of the Plan; (9) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (10) unless otherwise specified, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (11) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (12) references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (13) unless otherwise specified, all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases; (14) any effectuating provisions may be interpreted by the Debtors or the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity; (15) any references herein to the Effective Date shall mean the Effective Date or as soon as reasonably practicable thereafter; (16) all references herein to consent, acceptance, or approval shall be deemed to include the requirement that such consent, acceptance, or approval be evidenced by a writing, which may be conveyed by counsel for the respective parties that have such consent, acceptance, or approval rights, including by electronic mail; (17) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable state limited liability company laws; and (18) the use of "include" or "including" is without limitation unless otherwise stated.

C. Computation of Time

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan and any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, documents, instruments,

or contracts, in which case the governing law of such agreement shall control); *provided* that corporate, limited liability company, or partnership governance matters relating to the Debtors or the Reorganized Debtors, as applicable, shall be governed by the laws of the jurisdiction of incorporation or formation of the relevant Debtor or Reorganized Debtor, as applicable.

E. Reference to Monetary Figures

All references in the Plan to monetary figures refer to currency of the United States of America, unless otherwise expressly provided.

F. Reference to the Debtors or the Reorganized Debtors

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or to the Reorganized Debtors mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

G. Nonconsolidated Plan

Although for purposes of administrative convenience and efficiency the Plan has been filed as a joint plan for each of the Debtors and presents together Classes of Claims against and Interests in the Debtors, the Plan does not provide for the substantive consolidation of any of the Debtors.

H. [Certain Consent Rights

Notwithstanding anything in the Plan to the contrary, any and all consent rights of the parties to the Restructuring Support Agreement as set forth in the Restructuring Support Agreement with respect to the form and substance of the Plan, the Plan Supplement, and any Definitive Document, including any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from such documents, shall be incorporated herein by this reference (including the applicable definitions of Article I hereof) and fully enforceable as if stated in full herein.]

ARTICLE II.

ADMINISTRATIVE AND PRIORITY CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Fee Claims, [DIP Claims,] and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims and Interests set forth in Article III of the Plan.

A. Administrative Claims

Except as otherwise specifically provided in the Plan, and except to the extent that a Holder of an Allowed Administrative Claim agrees to a less favorable treatment with respect to such Holder, to the extent an Allowed Administrative Claim has not already been paid in full or otherwise satisfied during the Chapter 11 Cases, each Holder of an Allowed Administrative Claim (other than Holders of Professional Fee Claims [and Holders of DIP Claims]) will receive in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for, such Administrative Claim, an amount of Cash equal to the amount of the unpaid or unsatisfied portion of such Allowed Administrative Claim in accordance with the following: (1) if such Administrative Claim is Allowed on or prior to the Effective Date, no later than thirty days after the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if such

Administrative Claim is not Allowed as of the Effective Date, no later than thirty days after the date on which an order Allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction or course of business giving rise to such Allowed Administrative Claim, without any further action by the Holder of such Allowed Administrative Claim; (4) at such time and upon such terms as may be agreed upon by the Holder of such Allowed Administrative Claim and the Debtors or the Reorganized Debtors, as applicable; or (5) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court.

Except as otherwise provided in this Article II.A, and except with respect to [Administrative Claims that are DIP Claims or] Professional Fee Claims unless previously Filed, requests for payment of Administrative Claims (other than Administrative Claims arising under section 503(b)(9) of the Bankruptcy Code) must be Filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than the Administrative Claims Bar Date. Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, the Reorganized Debtors, or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date without the need for any objection from the Reorganized Debtors or any notice to or action, order, or approval of the Bankruptcy Court or any other Entity. Notwithstanding the foregoing, no request for payment of an Administrative Claim need be Filed with respect to an Administrative Claim previously Allowed by Final Order of the Bankruptcy Court.

Objections to requests for payment of such Administrative Claims, if any, must be Filed with the Bankruptcy Court and served on the Reorganized Debtors and the requesting Holder no later than the Claims Objection Deadline for Administrative Claims. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules, and prior Bankruptcy Court orders, the Allowed amounts, if any, of Administrative Claims shall be determined by, and satisfied in accordance with, an order that becomes a Final Order of the Bankruptcy Court.

B. Professional Fee Claims

[Reserved]

C. [DIP Claims

Except to the extent that a Holder of an Allowed DIP Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for, each Allowed DIP Claim, on the Effective Date, each such Holder of an Allowed DIP Claim shall receive (a) payment in full in Cash of such Holder's Allowed DIP Claim or (b) at the Debtors' election, and solely to the extent permitted under the DIP Facility Documents or otherwise agreed to by such Holder of an Allowed DIP Claim, such Holder's Pro Rata share of the Exit Facility by way of having their commitments under the DIP Credit Agreement be converted into commitments under the Exit Credit Agreement in accordance with Section 2.19 of the DIP Credit Agreement. Upon the satisfaction of the Allowed DIP Claims in accordance with the terms of this Plan, or other such treatment as contemplated by this Article II.C of the Plan, all guarantees provided and all Liens and security interests granted, in each case, to secure such obligations shall be automatically released, terminated, and of no further force and effect without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.]

D. Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for, each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

ARTICLE III.

CLASSIFICATION, TREATMENT, AND VOTING OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests

Except for the Claims addressed in Article II of the Plan, all Claims against and Interests in the Debtors are classified in the Classes set forth in this Article III for all purposes, including voting, Confirmation, and distributions pursuant to the Plan and in accordance with section 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest also is classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

B. Summary of Classification

A summary of the classification of Claims against and Interests in each Debtor pursuant to the Plan is summarized in the following chart. The Plan constitutes a separate chapter 11 plan for each of the Debtors, and accordingly, the classification of Claims and Interests set forth below applies separately to each of the Debtors. All of the potential Classes for the Debtors are set forth herein. Certain of the Debtors may not have Holders of Claims or Interests in a particular Class or Classes, and such Claims or Interests shall be treated as set forth in Article III.E hereof. Voting tabulations for recording acceptances or rejections of the Plan will be conducted on a Debtor-by-Debtor basis as set forth above.[5]

Class	Claim or Interest	Status	Voting Rights
1	Secured Tax Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
2	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
3	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)

[5] The Debtors reserve the right to separately classify Claims or Interests to the extent necessary to comply with any requirements under the Bankruptcy Code or applicable law.

Class	Claim or Interest	Status	Voting Rights
4	Revolving Credit Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
5	Term Loan Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
6	First Lien Notes Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
7	Second Lien Notes Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
8	Subsidiary Secured Notes Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
9	Subsidiary Unsecured Notes Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
10	Senior Notes Claims	Impaired	Entitled to Vote
11	General Unsecured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
12	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
13	Intercompany Claims	Unimpaired/Impaired	Not Entitled to Vote (Presumed to Accept/Deemed to Reject)
14	Intercompany Interests	Unimpaired/Impaired	Not Entitled to Vote (Presumed to Accept/Deemed to Reject)
15	Interests in Frontier	Impaired	Not Entitled to Vote (Deemed to Reject)

C. Treatment of Classes of Claims and Interests

Subject to Article VI hereof, each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under the Plan the treatment described below in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for, such Holder's Allowed Claim or Allowed Interest, except to the extent different treatment is agreed to by the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Claim or Allowed Interest, as applicable.

1. Class 1 —Secured Tax Claims

(a) *Classification*: Class 1 consists of all Secured Tax Claims.

(b) *Treatment*: Each Holder of an Allowed Secured Tax Claim shall receive, at the option of the applicable Reorganized Debtor:

(i) payment in full in Cash of such Holder's Allowed Secured Tax Claim; or

(ii) equal semi-annual Cash payments commencing as of the Effective Date or as soon as reasonably practicable thereafter and continuing for five years, in an aggregate amount equal to such Allowed Secured Tax Claim, together with interest at the applicable non-default rate under non-bankruptcy law, subject to the option of the applicable Reorganized Debtor to prepay the entire amount of such Allowed Secured Tax Claim during such time period.

(c) *Voting*: Class 1 is Unimpaired under the Plan. Holders of Allowed Secured Tax Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

2. Class 2 — Other Secured Claims

(a) *Classification*: Class 2 consists of all Other Secured Claims.

(b) *Treatment*: Each Holder of an Allowed Other Secured Claim shall receive, at the option of the applicable Debtor:

(i) payment in full in Cash of such Holder's Allowed Other Secured Claim;

(ii) Reinstatement of such Holder's Allowed Other Secured Claim;

(iii) delivery of the collateral securing such Holder's Allowed Other Secured Claim; or

(iv) such other treatment rendering such Holder's Allowed Other Secured Claim Unimpaired.

(c) *Voting*: Class 2 is Unimpaired under the Plan. Holders of Allowed Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

3. Class 3 — Other Priority Claims

(a) *Classification*: Class 3 consists of all Other Priority Claims.

(b) *Treatment*: Each Holder of an Allowed Other Priority Claim shall receive, at the option of the applicable Debtor, payment in full in Cash of such Holder's Other Priority Claim or such other treatment rendering such Holder's Other Priority Claim Unimpaired.

(c) *Voting*: Class 3 is Unimpaired under the Plan. Holders of Allowed Other Priority Claims are conclusively presumed to have accepted the Plan pursuant to

section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

4. Class 4 — Revolving Credit Claims

(a) *Classification*: Class 4 consists of all Revolving Credit Claims.

(b) *Allowance*: The Revolving Credit Claims are deemed Allowed in an amount equal to the sum of: (i) the principal amount outstanding under the Credit Agreement; and (ii) accrued but unpaid postpetition interest at the non-default contract rate.

(c) *Treatment*: To the extent not already satisfied in full during the Chapter 11 Cases, each Holder of an Allowed Revolving Credit Claim shall receive payment in full in Cash on the Effective Date in an amount equal to the principal portion of its Allowed Revolving Credit Claim plus ordinary course Cash interest payments on the principal portion of its Allowed Revolving Credit Claim at the non-default contract rate through the earlier of the Effective Date or repayment of the Revolving Credit Facility (as applicable).

(d) *Voting*: Class 4 is Unimpaired under the Plan. Holders of Revolving Credit Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

5. Class 5 — Term Loan Claims

(a) *Classification*: Class 5 consists of all Term Loan Claims.

(b) *Allowance*: The Term Loan Claims are deemed Allowed in an amount equal to the sum of: (i) the principal amount outstanding under the Credit Agreement; and (ii) accrued but unpaid postpetition interest at the non-default contract rate.

(c) *Treatment*: Each Holder of an Allowed Term Loan Claim shall receive ordinary course Cash interest payments at the non-default contract rate through the earlier of the Effective Date or repayment or Reinstatement of the Term Loan Facility (as applicable). To the extent not already satisfied in full during the Chapter 11 Cases, on the Effective Date, each Holder of an Allowed Term Loan Claim shall receive either:

(i) payment in full in Cash; or

(ii) solely in the event that the Debtors cannot procure financing on terms acceptable to the Debtors and the Required Consenting Noteholders to repay the Term Loan Facility in full, Reinstatement of any such Allowed Term Loan Claim.

(d) *Voting*: Class 5 is Unimpaired under the Plan. Holders of Term Loan Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

6. Class 6 — First Lien Notes Claims

(a) *Classification*: Class 6 consists of all First Lien Notes Claims.

(b) *Allowance*: The First Lien Notes Claims are deemed Allowed in an amount equal to the sum of: (i) the principal amount outstanding, plus accrued but unpaid prepetition interest at the contract rate under the First Lien Notes Indenture; and (ii) accrued but unpaid postpetition interest at the non-default contract rate.

(c) *Treatment*: Each Holder of an Allowed First Lien Notes Claim shall receive ordinary course Cash interest payments on its Allowed First Lien Notes Claim at the non-default contract rate through the earlier of the Effective Date or repayment or Reinstatement of the First Lien Notes (as applicable). To the extent not already satisfied in full during the Chapter 11 Cases, on the Effective Date, each Holder of an Allowed First Lien Notes Claim shall receive either:

(i) payment in full in Cash; or

(ii) solely in the event that the Debtors cannot procure financing on terms acceptable to the Debtors and the Required Consenting Noteholders to repay the First Lien Notes in full, Reinstatement of such Claim.

(d) *Voting*: Class 6 is Unimpaired under the Plan. Holders of First Lien Notes Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

7. Class 7 — Second Lien Notes Claims

(a) *Classification*: Class 7 consists of all Second Lien Notes Claims.

(b) *Allowance*: The Second Lien Notes Claims are deemed Allowed in an amount equal to the sum of: (i) the principal amount outstanding, plus accrued but unpaid prepetition interest at the contract rate under the Second Lien Notes Indenture; and (ii) accrued but unpaid postpetition interest at the non-default contract rate.

(c) *Treatment*: Each Holder of an Allowed Second Lien Notes Claim shall receive ordinary course Cash interest payments on its Allowed Second Lien Notes Claim at the non-default contract rate through the earlier of the Effective Date or repayment or Reinstatement of the Second Lien Notes (as applicable). To the extent not already satisfied in full during the Chapter 11 Cases, on the Effective Date, each Holder of an Allowed Second Lien Notes Claim shall receive either:

(i) payment in full in Cash; or

(ii) solely in the event that the Debtors cannot procure financing on terms acceptable to the Debtors and the Required Consenting Noteholders to repay the Second Lien Notes in full,.Reinstatement of such Claim.

(d) *Voting*: Class 7 is Unimpaired under the Plan. Holders of Second Lien Notes Claims are conclusively presumed to have accepted the Plan pursuant to

section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

8. Class 8 — Subsidiary Secured Notes Claims

(a) *Classification*: Class 8 consists of all Subsidiary Secured Notes Claims.

(b) *Allowance*: The Subsidiary Secured Notes Claims are deemed Allowed in an amount equal to the sum of: (i) the principal amount outstanding under the Verizon Secured Notes Indenture and Rural Utilities Service Loan Contracts; and (ii) accrued but unpaid postpetition interest at the non-default contract rate.

(c) *Treatment*: On the Effective Date, each Allowed Subsidiary Secured Notes Claim shall be Reinstated. Each Holder of an Allowed Subsidiary Secured Notes Claim shall receive ordinary course Cash interest payments on its Allowed Subsidiary Secured Notes Claim at the applicable non-default contract rate through the Effective Date.

(d) *Voting*: Class 8 is Unimpaired under the Plan. Holders of Subsidiary Secured Notes Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

9. Class 9 —Subsidiary Unsecured Notes Claims

(a) *Classification*: Class 9 consists of all Subsidiary Unsecured Notes Claims.

(b) *Allowance*: The Subsidiary Unsecured Notes Claims are deemed Allowed in an amount equal to the sum of the principal amount outstanding under the Subsidiary Unsecured Notes Indentures; *provided*, *however*, that to the extent it is determined by a Final Order that any postpetition payments made on account of the Subsidiary Unsecured Notes Claims were impermissible payments of postpetition interest under the Bankruptcy Code, then such payments shall be recharacterized and applied as a payment of principal owed under the applicable Subsidiary Unsecured Notes Indentures.

(c) *Treatment*: On the Effective Date, each Allowed Subsidiary Unsecured Notes Claim shall be Reinstated. Each Holder of an Allowed Subsidiary Unsecured Notes Claim shall receive ordinary course Cash interest payments on its Allowed Subsidiary Unsecured Notes Claim at the applicable non-default contract rate through the Effective Date.

(d) *Voting*: Class 9 is Unimpaired under the Plan. Holders of Subsidiary Unsecured Notes Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

10. Class 10 — Senior Notes Claims

(a) *Classification*: Class 10 consists of all Senior Notes Claims.

(b) *Allowance*: The Senior Notes Claims are deemed Allowed in the aggregate principal amount of $[10.95 billion],[6] plus accrued and unpaid interest as of the Petition Date, consisting of:

(i) $[172 million] in aggregate principal amount on account of the 2020 April Notes, plus accrued and unpaid interest as of the Petition Date;

(ii) $[55 million] in aggregate principal amount on account of the 2020 September Notes, plus accrued and unpaid interest as of the Petition Date;

(iii) $[89 million] in aggregate principal amount on account of the 2021 July Notes, plus accrued and unpaid interest as of the Petition Date;

(iv) $[220 million] in aggregate principal amount on account of the 2021 September Notes, plus accrued and unpaid interest as of the Petition Date;

(v) $[500 million] in aggregate principal amount on account of the 2022 April Notes, plus accrued and unpaid interest as of the Petition Date;

(vi) $[2.19 billion] in aggregate principal amount on account of the 2022 September Notes, plus accrued and unpaid interest as of the Petition Date;

(vii) $[850 million] in aggregate principal amount on account of the 2023 Notes, plus accrued and unpaid interest as of the Petition Date;

(viii) $[750 million] in aggregate principal amount on account of the 2024 Notes, plus accrued and unpaid interest as of the Petition Date;

(ix) $[775 million] in aggregate principal amount on account of the 2025 January Notes, plus accrued and unpaid interest as of the Petition Date;

(x) $[3.60 billion] in aggregate principal amount on account of the 2025 September Notes, plus accrued and unpaid interest as of the Petition Date;

(xi) $[138 million] in aggregate principal amount on account of the 2025 November Notes, plus accrued and unpaid interest as of the Petition Dates;

(xii) $[2 million] in aggregate principal amount on account of the 2026 Notes, plus accrued and unpaid interest as of the Petition Date;

(xiii) $[346 million] in aggregate principal amount on account of the 2027 Notes, plus accrued and unpaid interest as of the Petition Date;

(xiv) $[945 million] in aggregate principal amount on account of the 2031 Notes, plus accrued and unpaid interest as of the Petition Date;

(xv) $[1 million] in aggregate principal amount on account of the 2034 Notes, plus accrued and unpaid interest as of the Petition Date;

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6 **NTD:** Precise amounts to be computed for all tranches.

(xvi) $[125 million] in aggregate principal amount on account of the 2035 Notes, plus accrued and unpaid interest as of the Petition Date; and

(xvii) $[193 million] in aggregate principal amount on account of the 2046 Notes, plus accrued and unpaid interest as of the Petition Date.

(c) *Treatment*: On the Effective Date, each Holder of an Allowed Senior Notes Claim shall receive

(i) its Pro Rata share of and interest in the Incremental Payment Amount that is to be made on account of such Holders' series of Senior Notes; and

(ii) its Pro Rata share of and interest in (after first reducing, for distribution purposes only, the amount of such Holder's Allowed Senior Notes Claim on a dollar-for-dollar basis by the amount of Incremental Payments, and solely to the extent actually paid):

A. 100% of Reorganized Frontier's New Common Stock, subject to dilution by the Management Incentive Plan;

B. the Takeback Debt, if any; and

C. the Surplus Cash, if any.

(d) *Voting*: Class 10 is Impaired under the Plan. Therefore, such Holders are entitled to vote to accept or reject the Plan.

11. Class 11 — General Unsecured Claims

(a) *Classification*: Class 11 consists of all General Unsecured Claims.

(b) *Treatment*: To the extent not already satisfied during the Chapter 11 Cases, each Holder of an Allowed General Unsecured Claim shall receive, at the option of the applicable Debtor as reasonably acceptable to the Required Consenting Noteholders:

(i) payment in full in Cash of such Holder's Allowed General Unsecured Claim;

(ii) Reinstatement of such Holder's Allowed General Unsecured Claim; or

(iii) such other treatment rendering such Holder's Allowed General Unsecured Claim Unimpaired, in each case set forth above as reasonably acceptable to the Debtors and the Required Consenting Noteholders.

(c) *Voting*: Class 11 is Unimpaired under the Plan. Holders of General Unsecured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

12. Class 12 — Section 510(b) Claims

(a) *Classification*: Class 12 consists of all Section 510(b) Claims.

(b) *Allowance*: Notwithstanding anything to the contrary herein, a Section 510(b) Claim, if any such Section 510(b) Claim exists, may only become Allowed by Final Order of the Bankruptcy Court. [The Debtors are not aware of any valid Section 510(b) Claim and believe that no such Section 510(b) Claim exists.]

(c) *Treatment*: Allowed Section 510(b) Claims, if any, shall be cancelled, released, discharged, and extinguished as of the Effective Date, and will be of no further force or effect, and Holders of Allowed Section 510(b) Claims will not receive any distribution on account of such Allowed Section 510(b) Claims.

(d) *Voting*: Class 12 is Impaired under the Plan. Holders (if any) of Section 510(b) Claims are conclusively deemed to have rejected the Plan under section 1126(g) of the Bankruptcy Code. Therefore, Holders (if any) of 510(b) Claims are not entitled to vote to accept or reject the Plan.

13. Class 13 — Intercompany Claims[7]

(a) *Classification*: Class 13 consists of all Intercompany Claims.

(b) *Treatment*: On the Effective Date, all Intercompany Claims shall be, at the option of Reorganized Frontier, either (a) Reinstated or (b) cancelled without any distribution on account of such interests.

(c) *Voting*: Holders of Intercompany Claims are either Unimpaired, and such Holders of Intercompany Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code, or Impaired, and such Holders of Intercompany Claims are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

14. Class 14 — Intercompany Interests[8]

(a) *Classification*: Class 14 consists of all Intercompany Interests.

(b) *Treatment*: On the Effective Date, all Intercompany Interests shall be, at the option of Reorganized Frontier, either (a) Reinstated in accordance with Article III.G of the Plan or (b) cancelled without any distribution on account of such Intercompany Interests.

(c) *Voting*: Holders of Intercompany Interests are either Unimpaired, and such Holders of Intercompany Interests are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code, or Impaired, and such Holders of Intercompany Interests are conclusively presumed to have rejected the Plan

[7] **NTD:** Subject to review.

[8] **NTD:** Subject to review.

pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

15. Class 15 — Interests in Frontier

(a) *Classification*: Class 15 consists of all Interests in Frontier.

(b) *Treatment*: On the Effective Date, all Interests in Frontier will be cancelled, released, and extinguished, and will be of no further force or effect.

(c) *Voting*: Class 15 is Impaired under the Plan. Holders of Interests in Frontier are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Interest in Frontier are not entitled to vote to accept or reject the Plan.

D. Special Provision Governing Unimpaired Claims

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' or the Reorganized Debtors' rights in respect of any Unimpaired Claim, including all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claim. [Unless otherwise Allowed, Claims that are Unimpaired shall remain Disputed Claims under the Plan.] No Make-Whole Claims shall be Allowed Claims under the Plan.

E. Elimination of Vacant Classes; Presumed Acceptance by Non-Voting Classes

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court in an amount greater than zero as of the date of the Confirmation Hearing shall be considered vacant and deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code. If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Holders of such Claims or Interests in such Class shall be presumed to have accepted the Plan.

F. Subordinated Claims

Except as expressly provided herein, the allowance, classification, and treatment of all Allowed Claims against and Allowed Interests in the Debtors and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors and the Reorganized Debtors reserve the right to reclassify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

G. Intercompany Interests

To the extent Reinstated under the Plan, distributions on account of Intercompany Interests are not being received by Holders of such Intercompany Interests on account of their Intercompany Interests but for the purposes of administrative convenience and due to the importance of maintaining the corporate structure given the existing intercompany systems connecting the Debtors and their Affiliates, and in

exchange for the Debtors' and Reorganized Debtors' agreement under the Plan to make certain distributions to the Holders of Allowed Claims.

H. Controversy Concerning Impairment

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

I. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code is satisfied for purposes of Confirmation by acceptance of the Plan by at least one Impaired Class of Claims or Interests. The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article X of the Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

ARTICLE IV.

PROVISIONS FOR IMPLEMENTATION OF THE PLAN

A. General Settlement of Claims and Interests

As discussed in detail in the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, on the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies released, settled, compromised, discharged, or otherwise resolved pursuant to the Plan. The Plan shall be deemed a motion to approve the good-faith compromise and settlement of all such Claims, Interests, Causes of Action, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 of all such Claims, Interests, Causes of Action, and controversies, as well as a finding by the Bankruptcy Court that such compromise and settlement is fair, equitable, reasonable, and in the best interests of the Debtors, their Estates, and Holders of Claims and Interests. Subject to Article VI of the Plan, all distributions made to Holders of Allowed Claims and Allowed Interests in any Class are intended to be and shall be final.

B. Restructuring Transactions[9]

On or before the Effective Date, the applicable Debtors, with the consent of the Required Consenting Noteholders (not to be unreasonably withheld), or Reorganized Debtors will take any action as may be necessary or advisable to effectuate the Restructuring Transactions described in the Plan and Restructuring Transactions Memorandum, including: (1) the execution and delivery of any New Organizational Documents, including any appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, formation, organization,

9 **NTD:** Subject to review.

dissolution, or liquidation, in each case, containing terms that are consistent with the terms of the Plan, and that satisfy the requirements of applicable law and any other terms to which the applicable Entities may agree, including the documents comprising the Plan Supplement; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan; (3) the filing of any New Organizational Documents, including any appropriate certificates or articles of incorporation, reincorporation, merger, amalgamation, consolidation, conversion, or dissolution pursuant to applicable state law; (4) such other transactions that are required to effectuate the Restructuring Transactions, including any sales, mergers, consolidations, restructurings, conversions, dispositions, transfers, formations, organizations, dissolutions, or liquidations; (5) the execution, delivery, and filing of the Exit Facility Documents; (6) the execution, delivery, and filing of the Takeback Debt Documents, if any; and (7) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

The Confirmation Order shall and shall be deemed to, pursuant to sections 1123 and 363 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including the Restructuring Transactions.

C. Sources of Consideration for Plan Distributions

The Debtors shall fund distributions under the Plan with: (i) Cash held on the Effective Date by or for the benefit of the Debtors, (ii) the New Common Stock, and (iii) the Exit Facility, Takeback Debt, and/or third-party market financing, as applicable. The Reorganized Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Reorganized Debtors to satisfy their obligations under the Plan. Except as set forth herein, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate the terms of the Plan.

From and after the Effective Date, the Reorganized Debtors, shall have the right and authority without further order of the Bankruptcy Court to raise additional capital and obtain additional financing as the boards of directors of the applicable Reorganized Debtors deem appropriate.

D. Takeback Debt

On the Effective Date, one or more of the Reorganized Debtors shall issue the Takeback Debt in the Takeback Debt Principal Amount to the Holders of Senior Notes Claims. The Takeback Debt Documents shall provide for, among other things:

i. an interest rate that is either (a) no more than 2.50% higher than the interest rate of the next most junior secured debt facility to be entered into by the Reorganized Debtors on the Effective Date if the Takeback Debt is secured on a third lien basis or (b) no more than 3.50% higher than the interest rate of the most junior secured debt facility to be entered into on the Effective Date if the Takeback Debt is unsecured;

ii. a maturity of no less than one year outside of the longest-dated debt facility to be entered into by the Reorganized Debtors on the Effective Date; *provided*, *however*, that in no event shall the maturity of the Takeback Debt be longer than eight years from the Effective Date; and

iii. to the extent that the Allowed Second Lien Notes Claims are Reinstated under the Plan, the Takeback Debt will be third lien debt; *provided*, *however*, that, to the extent the Allowed Second Lien Notes Claims are paid in full in Cash during the pendency of the Chapter 11 Cases or under the Plan, the Debtors and the Required Consenting Noteholders will agree on whether the Takeback Debt will be secured or unsecured within three Business Days of the Debtors' delivery to the Consenting Noteholders of a term sheet for the financing to repay the Allowed Second Lien Notes Claims in full in Cash that contains terms and conditions reasonably acceptable to the Debtors and the Required Consenting Noteholders.

For the avoidance of doubt, all other terms of the Takeback Debt, including, without limitation, covenants and governance, shall be reasonably acceptable to the Debtors and the Required Consenting Noteholders and otherwise consistent with the Restructuring Support Agreement. Notwithstanding anything to the contrary herein, in no event shall the terms of the Takeback Debt be more restrictive than those terms contained in the Second Lien Notes Indenture. Any terms of the Takeback Debt other than the Takeback Debt Principal Amount may be modified subject to the consent of the Debtors and the Required Consenting Noteholders.

The Takeback Debt Principal Amount is subject to downward adjustment by Consenting Noteholders holding at least sixty-six and two-thirds percent of the aggregate outstanding principal amount of Senior Notes that are held by all Consenting Noteholders (the "Determining Noteholders"). Any such downward adjustment to the Takeback Debt Principal Amount must be determined by the Debtors and the Determining Noteholders no later than thirty days prior to the Effective Date.

On the Effective Date, one or more of the Reorganized Debtors shall execute and deliver the Takeback Debt Documents and such documents shall become effective in accordance with their terms, all in accordance with the Restructuring Transactions Memorandum. On and after the Effective Date, the Takeback Debt Documents shall constitute legal, valid, and binding obligations of such applicable Reorganized Debtors and shall be enforceable in accordance with their respective terms. The terms and conditions of the Takeback Debt Documents shall bind each such Reorganized Debtor and each other Entity that enters into such Takeback Debt Documents, whether as a guarantor, if any, or otherwise. Any Entity's acceptance of Takeback Debt shall be deemed as its agreement to the terms of the Takeback Debt Documents, as amended, amended and restated, supplemented, or otherwise modified from time to time following the Effective Date in accordance with their terms.

Confirmation shall be deemed approval of the Takeback Debt Documents (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations and guarantees to be incurred and fees and expenses paid in connection therewith) and, to the extent not approved by the Bankruptcy Court previously, the Reorganized Debtors will be authorized to execute and deliver those documents necessary or appropriate to obtain the Takeback Debt, including the Takeback Debt Documents, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as the Reorganized Debtors may deem to be necessary to enter into the Takeback Debt Documents.

In the event the Allowed Second Lien Notes Claims are Reinstated, on the Effective Date, all of the claims, liens, and security interests to be granted in accordance with the terms of the Takeback Debt Documents, (1) shall be deemed to be granted, (2) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Takeback Debt Documents, (3) shall be deemed automatically attached and perfected on the Effective Date (without any further action being required by the Debtors, the Reorganized Debtors, as applicable, the applicable Agents, or any of the applicable lenders), subject only to such other liens and security interests as may be permitted

under the Takeback Debt Documents, and (4) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or applicable non-bankruptcy law. The Debtors, the Reorganized Debtors, as applicable, and the Entities granting such Liens and security interests are authorized to make all filings and recordings and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required) and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

Notwithstanding anything herein, the Takeback Debt may be replaced with cash proceeds of third-party market financing that becomes available prior to the Effective Date; *provided*, that the third-party market financing shall contain terms no less favorable to the Reorganized Debtors than those contemplated for the Takeback Debt.

E. Exit Facility

On the Effective Date, the Exit Facility Documents shall constitute legal, valid, binding, and authorized obligations of one or more of either the Reorganized Debtors or the Debtors, as applicable, and following the consummation of the Restructuring Transactions, the Exit Facility Documents shall constitute legal, valid, binding, and authorized obligations of the applicable Reorganized Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the Exit Facility Documents are being extended and shall be deemed to have been extended in good faith and for legitimate business purposes and are reasonable and shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted in accordance with the Exit Facility Documents (1) shall be deemed to be granted, (2) shall be legal, binding, and enforceable Liens on and security interests in the collateral granted thereunder in accordance with the terms of the Exit Facility Documents, (3) shall be deemed automatically attached and perfected on the Effective Date (without any further action being required by the Debtors, the Reorganized Debtors, as applicable, the applicable Agents, or any of the applicable lenders), having the priority set forth in the Exit Facility Documents and subject only to such Liens and security interests as may be permitted under the Exit Facility Documents, and (4) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Debtors, the Reorganized Debtors, as applicable, and the Entities granted such Liens and security interests are authorized to make all filings and recordings and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required) and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

The Exit Facility and any other third-party debt facilities to be entered into on the Effective Date shall be on terms and conditions (including as to amount) reasonably acceptable to the Debtors and reasonably acceptable to the Required Consenting Noteholders.

F. Issuance and Distribution of the New Common Stock[10]

On the Effective Date, Reorganized Frontier shall issue the New Common Stock and cause it to be transferred to Frontier pursuant to the Restructuring Transactions, the Interests in Frontier shall be cancelled, and Frontier shall transfer the New Common Stock (along with the other consideration described in this Plan) to the Holders of Senior Notes Claims in exchange for such Holders' respective Claims against or Interests in the Debtors (including their respective Senior Notes Claims) as set forth in Article III.C hereof. The issuance of the New Common Stock by Reorganized Frontier and the transfer of the New Common Stock by Frontier to the Holders of Senior Notes Claims is authorized without the need for any further corporate action and without the need for any further action by Holders of any Claims or Interests.

All of the New Common Stock issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance of the New Common Stock under the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. For the avoidance of doubt, the acceptance of New Common Stock by any Holder of any Claim or Interest shall be deemed as such Holder's agreement to the New Organizational Documents, as may be amended or modified from time to time following the Effective Date in accordance with their terms.

[It is intended that the New Common Stock will be publicly traded and Reorganized Frontier will seek to obtain a listing for the New Common Stock on a recognized U.S. stock exchange as promptly as reasonably practicable on or after the date on which such New Common Stock is issued. However, Reorganized Frontier shall have no liability if it does not or is unable to do so. In the event the New Common Stock is listed on a recognized U.S. stock exchange, recipients accepting distributions of New Common Stock, including the Required Consenting Noteholders, shall be deemed to have agreed to cooperate with Reorganized Frontier's reasonable requests to assist in its efforts to list the New Common Stock on a recognized U.S. stock exchange. Subject to meeting the applicable requirements for pink sheet trading and cooperation from a market maker, in the event that listing on a recognized U.S. stock exchange has not occurred by or on the date on which such New Common Stock is issued, Reorganized Frontier will use commercially reasonable efforts to qualify the New Common Stock for trading in the pink sheets or otherwise qualify the New Common Stock as "regularly traded" as defined in Treas. Reg. Section 1.897-9T(d) until such time as the New Common Stock is listed on a recognized U.S. stock exchange.[11]][12]

G. Corporate Existence

Except as otherwise provided in the Plan, each Debtor shall continue to exist after the Effective Date as a separate corporate entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated

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[10] **NTD:** Process for determining foreign ownership and whether special warrants will be necessary to be discussed.

[11] **NTD:** To confirm whether the New Common Stock can be listed on the OTCQX or OTCQB at emergence for tax purposes.

[12] **NTD:** Proposed language with respect to Reorganized Debtors being public under review and consideration.

or formed and pursuant to the respective certificates or articles of incorporation, certificates of formation, certificates of organization, or certificates of limited partnership and bylaws, operating agreements, limited liability company agreements, or limited partnership agreements (or other formation documents) in effect prior to the Effective Date, except to the extent such certificates or articles of incorporation, certificates of formation, certificates of organization, or certificates of limited partnership and bylaws, operating agreements, limited liability company agreements, or limited partnership agreements (or other formation documents) are amended pursuant to the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings under applicable state or federal law). After the cancellation of the Interests in Frontier, the former equityholders of Frontier shall not, on account of their former ownership of Interests in Frontier, own or be deemed to own any interest, directly or indirectly, in Frontier, any Reorganized Debtor, or any of their assets.

H. New Organizational Documents

To the extent advisable or required under the Plan or applicable non-bankruptcy law, on or prior to the Effective Date, except as otherwise provided in the Plan or the Restructuring Transactions Memorandum, the Reorganized Debtors will file their respective New Organizational Documents with the applicable Secretary of State and/or other applicable authorities in the state, province, or country of incorporation or formation in accordance with the applicable corporate or formational laws of the respective state, province, or country of incorporation. The New Organizational Documents of Reorganized Frontier shall, among other things: (1) authorize the issuance of the New Common Stock; and (2) pursuant to and only to the extent required by section 1123(a)(6) of the Bankruptcy Code, prohibit the issuance of non-voting equity securities. After the Effective Date, the Reorganized Debtors may amend, amend and restate, supplement, or modify the New Organizational Documents, and the Reorganized Debtors may file their respective certificates or articles of incorporation, certificates of formation, certificates of organization, certificates of limited partnership, or certificates of conversion, limited liability company agreements, operating agreements, or limited partnership agreements, or such other applicable formation documents, and other constituent documents as permitted by the laws of the respective states, provinces, or countries of incorporation or formation and the New Organizational Documents.

I. Directors and Officers of the Reorganized Debtors

1. The New Board

As of the Effective Date, the terms of the current members of the board of directors of Frontier shall expire, and, without further order of the Bankruptcy Court, the New Board of Reorganized Frontier shall be appointed. The New Board will initially consist of directors who shall be determined by the Required Consenting Noteholders.

Pursuant to section 1129(a)(5) of the Bankruptcy Code, to the extent known, the identity of the members of the New Board will be disclosed in the Plan Supplement or prior to the commencement of the Confirmation Hearing. [The directors of each of the subsidiary Debtors shall consist of either existing directors of such Debtor or such persons as designated in the Plan Supplement or prior to the commencement of the Confirmation Hearing, and remain in such capacities as directors of the applicable Reorganized Debtor until replaced or removed in accordance with the New Organizational Documents of the applicable Reorganized Debtor.]

From and after the Effective Date, each director (or director equivalent) of the Reorganized Debtors shall serve pursuant to the terms of the respective Reorganized Debtor's charters and bylaws or other

formation and constituent documents, and applicable laws of the respective Reorganized Debtor's jurisdiction of formation.

J. FCC Applications and PUC Applications

The FCC Applications and PUC Applications will be filed as soon as reasonably practicable after the filing of the Plan, with respect to the Restructuring Transactions contemplated by the Plan. The Debtors or the Reorganized Debtors, as applicable, shall diligently prosecute the FCC Applications and the PUC Applications, and shall promptly provide such additional documents or information requested by the FCC or any PUC in connection with the review of the foregoing.

Any agreements with or commitments to the FCC or any PUCs by the Debtors, including any decision to accept and/or not to oppose any proposed material conditions or limitations on any such required approvals shall require the prior approval of the Required Consenting Noteholders, not to be unreasonably withheld.

K. Corporate Action

Upon the Effective Date, all actions contemplated under the Plan shall be deemed authorized and approved in all respects, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, directors, managers, managing-members, limited or general partners, or officers of the Debtors, the Reorganized Debtors, or any other Entity, including: (1) selection of the directors, managers, members, and officers for the Reorganized Debtors, including the appointment of the New Board or any directors of a subsidiary Debtor; (2) the issuances, transfer, and distribution of the New Common Stock; (3) the formation of any entities pursuant to and the implementation of the Restructuring Transactions and performance of all actions and transactions contemplated hereby and thereby; (4) adoption and filing of the New Organizational Documents; (5) the rejection, assumption, or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; (6) the entry into the Exit Facility and the execution, entry into, delivery and filing of the Exit Facility Documents; (7) the execution, delivery, and filing of the Takeback Debt Documents, if any; (8) reservation of the Management Incentive Plan Pool; and (9) all other acts or actions contemplated by the Plan or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, as applicable, and any corporate action required by the Debtors or the Reorganized Debtors, as applicable, in connection with the Plan shall be deemed to have occurred on, and shall be in effect as of, the Effective Date, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors or the Reorganized Debtors, as applicable. On or, as applicable, prior to the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and, as applicable, directed to issue, execute, and deliver the agreements, documents, Securities, certificates of incorporation, certificates of formation, bylaws, operating agreements, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors, including the New Common Stock, the Exit Facility Documents, the Takeback Debt Documents, and the New Organizational Documents, and any and all other agreements, documents, Securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV.K shall be effective notwithstanding any requirements under non-bankruptcy law.

L. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided in the Plan (including, for the avoidance of doubt, the Restructuring Transactions), or in any agreement, instrument, or other document incorporated in the Plan, notwithstanding

any prohibition of assignability under applicable non-bankruptcy law and in accordance with section 1141 of the Bankruptcy Code, on the Effective Date, all property in each Debtor's Estate, all Causes of Action of the Debtors (unless otherwise released or discharged pursuant to the Plan), and any property acquired by any of the Debtors under the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances (except for Liens securing obligations on account of any Term Loan Claims, First Lien Notes Claims, Second Lien Notes Claims, Subsidiary Secured Notes Claims, or Other Secured Claims that are Reinstated pursuant to the Plan and Liens securing obligations under the Exit Facility Documents and the Takeback Debt). On and after the Effective Date, except as otherwise provided herein, and subject to compliance with the applicable provisions of the Communications Act, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

M. Cancellation of Notes, Instruments, Certificates, and Other Documents

On the Effective Date, except as otherwise specifically provided in the Plan, the Confirmation Order, or any agreement, instrument, or other document entered into in connection with or pursuant to the Plan or the Restructuring Transactions, all notes, bonds, indentures, Certificates, Securities, shares, purchase rights, options, warrants, collateral agreements, subordination agreements, intercreditor agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any indebtedness or obligations of, or ownership interest in, the Debtors giving rise to any rights or obligations relating to Claims against or Interests in the Debtors (except with respect to any Claim or Interest that is Reinstated pursuant to the Plan) shall be deemed cancelled and surrendered without any need for a Holder to take further action with respect thereto, and the obligations of the Debtors or the Reorganized Debtors, as applicable, and any non-Debtor Affiliates thereunder or in any way related thereto shall be deemed satisfied in full, released, and discharged; *provided* that, notwithstanding such cancellation, satisfaction, release, and discharge, anything to the contrary contained in the Plan or Confirmation Order, Confirmation, or the occurrence of the Effective Date, any such document or instrument that governs the rights, claims, or remedies of the Holder of a Claim or Interest shall continue in effect solely for purposes of allowing Holders to receive distributions as specified under the Plan.

N. Effectuating Documents; Further Transactions

On and after the Effective Date, the Reorganized Debtors, and the directors, managers, partners, officers, authorized persons, and members thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, the Restructuring Transactions, the New Common Stock, the New Organizational Documents, the Exit Facility, the Takeback Debt, and any other Securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, or consents except for those expressly required under the Plan.

O. Section 1145 Exemption

The shares of New Common Stock and the Takeback Debt (if applicable) being issued under the Plan will be issued without registration under the Securities Act or any similar federal, state, or local law in reliance upon (i) section 1145 of the Bankruptcy Code (except with respect to an entity that is an "underwriter" as defined in subsection (b) of section 1145 of the Bankruptcy Code) or (ii) only to the extent that such exemption under section 1145 of the Bankruptcy Code is not available (including with respect to an entity that is an "underwriter") pursuant to section 4(a)(2) under the Securities Act and/or Regulation D thereunder.

Securities issued in reliance upon section 1145 of the Bankruptcy Code are exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable U.S. state or local law requiring registration prior to the offering, issuance, distribution, or sale of securities and (a) are not "restricted securities" as defined in Rule 144(a)(3) under the Securities Act and (b) are freely tradable and transferable by any holder thereof that, at the time of transfer, (1) is not an "affiliate" of the Reorganized Debtors as defined in Rule 144(a)(1) under the Securities Act, (2) has not been such an "affiliate" within ninety (90) days of such transfer, (3) has not acquired such securities from an "affiliate" within one year of such transfer and (4) is not an entity that is an "underwriter."

To the extent any shares of New Common Stock and Takeback Debt (if applicable) are issued in reliance on section 4(a)(2) of the Securities Act or Regulation D thereunder, such shares or Takeback Debt (as applicable), will be "restricted securities" subject to resale restrictions and may be resold, exchanged, assigned, or otherwise transferred only pursuant to registration, or an applicable exemption from registration under the Securities Act and other applicable law.

New Common Stock constituting or issued with respect to any Emergence Awards will be issued pursuant to a registration statement or an exemption from registration under the Securities Act and applicable state and local securities laws.

Should the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the New Common Stock and/or the Takeback Debt (if applicable) to be issued under the Plan through the facilities of DTC, the Reorganized Debtors need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the New Common Stock and the Takeback Debt (if applicable), as applicable, to be issued under the Plan under applicable securities laws. DTC shall be required to accept and conclusively rely upon the Plan and Confirmation Order in lieu of a legal opinion regarding whether the New Common Stock and/or the Takeback Debt (if applicable) to be issued under the Plan are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Notwithstanding anything to the contrary in the Plan, no Entity (including, for the avoidance of doubt, DTC) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Common Stock and the Takeback Debt (if applicable) to be issued under the Plan are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

P. Section 1146(a) Exemption

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Entity) of property under the Plan or pursuant to: (1) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors or the Reorganized Debtors; (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; or (5) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing

or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forgo the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

Q. Management Incentive Plan

The Management Incentive Plan Pool shall be established and reserved for grants to be made from time to time from such pool to management employees of the Reorganized Debtors at the discretion of the New Board effective as of the Effective Date. The terms and conditions (including, without limitation, with respect to participants, form, allocation, structure, duration and timing, and extent of issuance and vesting) shall be determined at the discretion of the New Board after the Effective Date; *provided*, that up to fifty percent of the Management Incentive Plan Pool may be allocated prior to the Effective Date as emergence grants ("Emergence Awards") to individuals selected to serve in key senior management positions after the Effective Date (as and when such individuals are selected as contemplated by and subject to the consent rights specified in the Restructuring Support Agreement); *provided*, *further*, that the Emergence Awards will have terms and conditions (including, without limitation, with respect to form, allocation, structure, duration, timing, and extent of issuance and vesting) that are acceptable to the Debtors and the Required Consenting Noteholders.

R. Employee Matters

Except as provided herein or in the Plan Supplement, or pursuant to an order of the Bankruptcy Court, or any applicable law, contract, instrument, release, or other agreement or document, all employee wages, compensation, and benefit programs, and collective bargaining agreements, including without limitation under any expired collective bargaining agreements, in place as of the Effective Date with the Debtors shall be assumed by the Reorganized Debtors and shall remain in place as of the Effective Date. All Proofs of Claim filed for amounts due under any collective bargaining agreement and any cure obligation shall be considered satisfied by the agreement and obligation to assume and cure in the ordinary course.

S. Qualified Defined Benefit Plan

Frontier sponsors a defined benefit pension plan covered by Title IV of the Employee Retirement Security Act of 1974, as amended ("ERISA"). Reorganized Frontier will assume the Frontier Communications Pension Plan (the "Pension Plan") in accordance with its terms on the Effective Date and the relevant provisions of ERISA and the Internal Revenue code. Reorganized Frontier, and all members of its controlled group, are obligated to pay contributions to the Pension Plan necessary to satisfy the minimum funding standards under section 412 of the Internal Revenue Code and section 302 of ERISA.

T. Workers' Compensation Programs

As of the Effective Date, except as set forth in the Plan Supplement, the Debtors and the Reorganized Debtors shall continue to honor their obligations under (1) all applicable workers' compensation laws in states in which the Reorganized Debtors operate and (2) the Debtors' applicable written contracts, agreements, agreements of indemnity, self-insured workers' compensation bonds, policies, programs, and plans, in each case, for workers' compensation and workers' compensation insurance. Any and all Proofs of Claims on account of workers' compensation shall be deemed withdrawn automatically and without any further notice to or action, order, or approval of the Bankruptcy Court; *provided* that nothing in the Plan shall limit, diminish, or otherwise alter the Debtors' or Reorganized

Debtors' defenses, Causes of Action, or other rights under applicable non-bankruptcy law with respect to any such contracts, agreements, policies, programs, and plans; *provided*, *further*, that nothing herein shall be deemed to impose any obligations on the Debtors in addition to what is provided for under applicable state law.

U. Preservation of Rights of Action

In accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue any and all Causes of Action of the Debtors, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article VIII of the Plan, which shall be deemed released and waived by the Debtors and Reorganized Debtors as of the Effective Date.

The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, the Disclosure Statement, or the Schedule of Retained Causes of Action to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action of the Debtors against it. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise provided in the Plan, including Article VIII of the Plan.** Unless any Cause of Action of the Debtors against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or pursuant to a Final Order, the Reorganized Debtors expressly reserve all such Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of Confirmation or Consummation.

The Reorganized Debtors reserve and shall retain such Causes of Action of the Debtors notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Cause of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor, except as otherwise provided in the Plan, including Article VIII of the Plan. The applicable Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, or to decline to do any of the foregoing, without the consent or approval of any third party or any further notice to or action, order, or approval of the Bankruptcy Court.

V. Release of Preference Actions

On the Effective Date, the Debtors, on behalf of themselves and their Estates, shall release any and all Avoidance Actions arising under section 547 of the Bankruptcy Code or any comparable "preference" action arising under applicable nonbankruptcy law; *provided* that the Reorganized Debtors shall retain the right to assert counterclaims or defenses to claims asserted against the Debtors or Reorganized Debtors, as applicable, based thereon.

W. Consenting Noteholder Fees

On the Confirmation Date, the Debtors shall pay all Consenting Noteholder Fees in Cash to the extent not already paid by the Debtors subject to receipt by the Debtors of an invoice from any Entity entitled to a Consenting Noteholder Fee and in accordance with the applicable engagement letter. On and after the Confirmation Date, the Debtors or the Reorganized Debtors, as applicable, shall pay all Consenting Noteholder Fees in Cash, to the extent not already paid by the Debtors, in each case, within ten Business Days of receipt by the Debtors or the Reorganized Debtors, as applicable, of an invoice from any Entity entitled to a Consenting Noteholder Fee for any unpaid Consenting Noteholder Fees in accordance with the applicable engagement letter.

X. [Payment of Trustee Fees]

[On the Effective Date, the Debtors shall pay all Trustee Fees in Cash to the extent not already paid by the Debtors subject to receipt by the Debtors of an invoice from any Entity entitled to a Trustee Fee. On and after the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall pay all Trustee Fees in Cash, to the extent not already paid by the Debtors or the Reorganized Debtors, in each case, within ten Business Days of receipt by the Debtors or the Reorganized Debtors, as applicable, of an invoice from any Entity entitled to a Trustee Fee for any unpaid Trustee Fees.][13]

Y. Payment of Board Observer Fees

On the Effective Date, the Debtors shall pay all Board Observer Fees in Cash to the extent not already paid by the Debtors.

ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

Except as otherwise provided herein, each Executory Contract and Unexpired Lease shall be deemed assumed, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease (a) was previously assumed, assumed and assigned, or rejected by the Debtors; (b) previously expired or terminated pursuant to its own terms; (c) is the subject of a motion to assume, assume and assign, or reject Filed on or before the Confirmation Date that is pending on the Effective Date; or (d) is designated specifically, or by category, as an Executory Contract or Unexpired Lease on the Schedule of Rejected Executory Contracts and Unexpired Leases, if any. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates. The Confirmation Order will constitute an order of the Bankruptcy Court approving the above-described assumptions and assignments, all pursuant to sections 365(a) and 1123 of the Bankruptcy Code and effective on the occurrence of the Effective Date. Notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors, as applicable, shall have the right to alter, amend, modify, or supplement the Schedule of Rejected Executory Contracts and Unexpired Leases at any time through and including 45 days after the Effective Date.

Except as otherwise provided herein or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments,

[13] **NTD**: Subject to review.

supplements, restatements, or other agreements related thereto. To the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

B. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors or the Reorganized Debtors, as applicable, under such Executory Contract or Unexpired Lease. Without limiting the general nature of the foregoing, and notwithstanding any non-bankruptcy law to the contrary, the Debtors and Reorganized Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased by the Debtors contracting from non-Debtor counterparties to any rejected Executory Contract or Unexpired Lease.

C. Claims Based on Rejection of Executory Contracts or Unexpired Leases

Counterparties to Executory Contracts or Unexpired Leases listed on the Schedule of Rejected Executory Contracts and Leases, if any, shall be served with a notice of rejection of Executory Contracts and Unexpired Leases with the Plan Supplement. Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Claims, Noticing, and Solicitation Agent and served on the Debtors or Reorganized Debtors, as applicable, no later than thirty days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates, or their property without the need for any objection by the Reorganized Debtors or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Article VIII.E of the Plan, including any Claims against any Debtor listed on the Debtors' schedules as unliquidated, contingent, or disputed.** All Allowed Claims arising from the rejection by any Debtor of any Executory Contract or Unexpired Lease shall be treated as a General Unsecured Claim in accordance with Article III.C of the Plan.

D. Cure of Defaults for Executory Contracts and Unexpired Leases Assumed

The Debtors or the Reorganized Debtors, as applicable, shall pay Cures, if any, on the Effective Date, with the amount and timing of payment of any such Cure dictated by the Debtors' ordinary course of business. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, all requests for payment of Cure that differ from the ordinary course amounts paid or proposed to be paid by the Debtors or the Reorganized Debtors must be Filed with the Claims, Noticing, and Solicitation Agent on or before thirty days after the Effective Date. Any such request that is

not timely Filed shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court. Any Cure shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Reorganized Debtors of the Cure in the Debtors' ordinary course of business; *provided*, *however*, that nothing herein shall prevent the Reorganized Debtors from paying any Cure Claim despite the failure of the relevant counterparty to File such request for payment of such Cure. The Reorganized Debtors may also settle any Cure Claim without any further notice to or action, order, or approval of the Bankruptcy Court. In addition, any objection to the assumption of an Executory Contract or Unexpired Lease under the Plan must be Filed with the Bankruptcy Court on or before thirty days after the Effective Date. Any such objection will be scheduled to be heard by the Bankruptcy Court at the Debtors' first scheduled omnibus hearing for which such objection is timely Filed. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption.

In the event of a dispute regarding: (1) the amount of any Cure Claim, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed (or assumed and assigned, as applicable), or (3) any other matter pertaining to assumption or assignment, then any disputed Cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made as soon as reasonably practicable following the entry of a Final Order of the Bankruptcy Court resolving such dispute or as may be agreed upon by the Debtors or the Reorganized Debtors, as applicable, and the counterparty to the Executory Contract or Unexpired Lease, and any such unresolved dispute shall not prevent or delay implementation of the Plan or the occurrence of the Effective Date.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable Cure pursuant to this Article V.D, in the amount and at the time dictated by the Debtors' ordinary course of business, shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any Cure has been fully paid pursuant to this Article V.D, in the amount and at the time dictated by the Debtors' ordinary course of business, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.**

E. Indemnification Provisions

On and as of the Effective Date, the Indemnification Provisions will be assumed by the Debtors, and shall be reinstated and remain intact, irrevocable, and shall survive the Effective Date. The Reorganized Debtors' governance documents shall provide for indemnification, defense, reimbursement, and limitation of liability of, and advancement of fees and expenses to, the Reorganized Debtors' current and former directors, managers, officers, members, employees, attorneys, accountants, investment bankers, and other professionals of the Debtors to the fullest extent permitted by law and at least to the same extent as provided under the Indemnification Provisions against any Cause of Action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted; *provided* that the Reorganized Debtors shall not indemnify any Person for any Cause of Action arising out of or related to any act or omission that is a criminal act or constitutes actual fraud, gross negligence, bad faith, or willful misconduct. None of the Reorganized

Debtors will amend or restate their respective governance documents before, on, or after the Effective Date to terminate or materially adversely affect any of the Reorganized Debtors' obligations to provide such rights to indemnification, defense, reimbursement, limitation of liability, or advancement of fees and expenses. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' foregoing assumption of each of the Indemnification Provisions.

F. Restructuring Support Agreement

The Restructuring Support Agreement shall be deemed assumed in its entirety pursuant to sections 105, 363, and 365 of the Bankruptcy Code, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, upon entry of the Confirmation Order. Upon the entry of the Confirmation Order, the Restructuring Support Agreement shall be effective and binding upon all parties in interest, including, without limitation, all creditors of any of the Debtors, the Creditors' Committee, and the Debtors, and their respective successors and assigns, whether in these chapter 11 cases, in any successor chapter 11 or chapter 7 cases, or upon any dismissal of any of these chapter 11 cases or any successor chapter 11 or chapter 7 cases, and shall inure to the benefit of the Consenting Noteholders and the Debtors and their respective permitted successors and assigns.

G. Insurance Policies

Each D&O Liability Insurance Policy (including, without limitation, any "tail policy" and all agreements, documents, or instruments related thereto) shall be deemed assumed, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date, pursuant to section 365 of the Bankruptcy Code.

The Debtors or the Reorganized Debtors, as applicable, shall not terminate or otherwise reduce the coverage under any D&O Liability Insurance Policy (including, without limitation, any "tail policy" and all agreements, documents, or instruments related thereto) in effect prior to the Effective Date, and any current and former directors, officers, managers, and employees of the Debtors who served in such capacity at any time before or after the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such directors, officers, managers, and employees remain in such positions after the Effective Date. Notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors shall retain the ability to supplement such D&O Liability Insurance Policy as the Debtors or Reorganized Debtors may deem necessary.

The Debtors shall continue to satisfy their surety bonds and insurance policies in full and continue such programs in the ordinary course of business. Each of the Debtors' surety bonds and insurance policies, and any agreements, documents, or instruments relating thereto shall be treated as Executory Contracts under the Plan. Unless otherwise provided in the Plan, on the Effective Date: (a) the Debtors shall be deemed to have assumed all such surety bonds and insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims; and (b) such surety bonds and insurance policies and any agreements, documents, or instruments relating thereto shall revest in the applicable Reorganized Debtor(s).

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Reorganized Debtors' assumption of all such insurance policies. Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of insurance policies and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Reorganized Debtors under the Plan as to which no Proof of Claim need be filed, and shall survive the Effective Date.

H. Reservation of Rights

Nothing contained in the Plan or the Plan Supplement (unless otherwise explicitly provided) shall constitute an admission by the Debtors or any other party that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have forty-five days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, including by rejecting such contract or lease *nunc pro tunc* to the Confirmation Date.

I. Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

J. Contracts and Leases Entered into After the Petition Date

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed under section 365 of the Bankruptcy Code, will be performed by the applicable Debtor or Reorganized Debtor liable thereunder in the ordinary course of its business. Such contracts and leases that are not rejected under the Plan shall survive and remain unaffected by entry of the Confirmation Order.

ARTICLE VI.

PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed

Except (1) as otherwise provided herein, (2) upon a Final Order, or (3) as otherwise agreed to by the Debtors or the Reorganized Debtors, as the case may be, and the Holder of the applicable Claim, on the Effective Date (or if a Claim is not an Allowed Claim on the Effective Date, on the next Distribution Date after such Claim becomes, as applicable, an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim shall receive the full amount of distributions that the Plan provides for Allowed Claims in the applicable Class from the Distribution Agent. In the event that any payment or distribution under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or distribution may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. Except as specifically provided in the Plan, Holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

B. Rights and Powers of Distribution Agent

1. Powers of the Distribution Agent

The Distribution Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties and exercise its rights under the Plan; (b) make all distributions contemplated under the Plan; (c) employ professionals to represent it with respect to its responsibilities and powers; and (d) exercise such other powers as may be vested in the Distribution

Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Distribution Agent to be necessary and proper to implement the provisions of the Plan.

2. Expenses Incurred on or after the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Distribution Agent on or after the Effective Date and any reasonable compensation and expense reimbursement claims (including reasonable attorney and/or other professional fees and expenses) made by such Distribution Agent shall be paid in Cash by the Reorganized Debtors.

C. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Distributions Generally

Except as otherwise provided in the Plan, the Distribution Agent shall make distributions to Holders of Allowed Claims at the address for each such Holder as indicated on the applicable register or in the Debtors' records as of the date of any such distribution (as applicable), including the address set forth in any Proof of Claim filed by that Holder; *provided* that the manner of such distributions shall be determined at the discretion of the Reorganized Debtors.

2. Distributions on Account of Obligations of Multiple Debtors

For all purposes associated with distributions under the Plan, all guarantees by any Debtor of the obligations of any other Debtor, as well as any joint and several liability of any Debtor with respect to any other Debtor, shall be deemed eliminated so that any obligation that could otherwise be asserted against more than one Debtor shall result in a single distribution under the Plan. Any such Claims shall be released and discharged pursuant to Article VIII of the Plan and shall be subject to all potential objections, defenses, and counterclaims, and to estimation pursuant to section 502(c) of the Bankruptcy Code.

3. Record Date of Distributions

[On the Distribution Record Date, the various transfer registers for each Class of Claims as maintained by the Debtors or their respective agents shall be deemed closed, and there shall be no further changes in the record Holders of any Claims.] The Distribution Agent shall have no obligation to recognize any transfer of Claims occurring on or after the Distribution Record Date. In addition, with respect to payment of any Cure amounts or disputes over any Cure amounts, neither the Debtors nor the Distribution Agent shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable Executory Contract or Unexpired Lease as of the Effective Date, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure amount. For the avoidance of doubt, the Distribution Record Date shall not apply to distributions to Holders of public Securities.

4. Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed to by the Reorganized Debtors, on the one hand, and the Holder of a Disputed Claim, on the other hand, or as set forth in a Final Order, no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all of the Disputed Claim has become an Allowed Claim or has otherwise been resolved by settlement or Final Order; *provided* that, if the Reorganized Debtors do not dispute a portion of an amount asserted pursuant to an otherwise Disputed Claim, the Distribution Agent may make a partial distribution on account of that portion of such Claim that is not Disputed at the time and in the manner that the Distribution Agent makes distributions to similarly situated Holders of Allowed Claims pursuant to the

Plan. Any dividends or other distributions arising from property distributed to Holders of Allowed Claims, as applicable, in a Class and paid to such Holders under the Plan shall also be paid, in the applicable amounts, to any Holder of a Disputed Claim, as applicable, in such Class that becomes an Allowed Claim after the date or dates that such dividends or other distributions were earlier paid to Holders of Allowed Claims in such Class.

5. De Minimis Distributions; Minimum Distributions

No fractional shares of New Common Stock or Takeback Debt shall be distributed, and no Cash shall be distributed in lieu of such fractional amounts and such fractional amount shall be deemed to be zero. When any distribution pursuant to the Plan on account of an Allowed Claim would otherwise result in the issuance of a number of shares of New Common Stock or Takeback Debt that is not a whole number, the actual distribution of shares of New Common Stock or Takeback Debt shall be rounded as follows: (a) fractions of greater than one-half shall be rounded to the next higher whole number and (b) fractions of one-half or less shall be rounded to the next lower whole number with no further payment thereto. The total number of authorized shares of New Common Stock or Takeback Debt to be distributed to Holders of Allowed Senior Notes Claims may (at the Debtors' discretion) be adjusted as necessary to account for the foregoing rounding; *provided* that DTC may be considered a single holder for purposes of distributions.

The Distribution Agent shall not make any distributions to a Holder of an Allowed Senior Notes Claim on account of such Allowed Senior Notes Claim of New Common Stock or Cash where such distribution is valued, in the reasonable discretion of the Distribution Agent, at less than $100.00, and each Senior Notes Claim to which this limitation applies shall be discharged pursuant to Article VIII of the Plan and its Holder shall be forever barred pursuant to Article VIII of the Plan from asserting that Senior Notes Claim against the Reorganized Debtors or their property.

6. Undeliverable Distributions and Unclaimed Property

In the event that either (a) a distribution to any Holder is returned as undeliverable or (b) the Holder of an Allowed Claim does not respond to a request by the Debtors or the Distribution Agent for information necessary to facilitate a particular distribution, no distribution to such Holder shall be made unless and until the Distribution Agent has determined the then-current address of such Holder or received the necessary information to facilitate a particular distribution, at which time such distribution shall be made to such Holder without interest, dividends, or other accruals of any kind; *provided* that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code on the date that is six months after the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable local, state, federal, or foreign escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder to such property or interest in property shall be discharged and forever barred.

7. Manner of Payment Pursuant to the Plan

At the option of the Distribution Agent, any Cash payment to be made hereunder may be made by check, wire transfer, automated clearing house, or credit card, or as otherwise provided in applicable agreements.

D. Compliance Matters

In connection with the Plan, to the extent applicable, the Debtors, the Reorganized Debtors, any Distribution Agent, and any other applicable withholding and reporting agents shall comply with all tax

withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Debtors, the Reorganized Debtors, the Distribution Agent, and any other applicable withholding and reporting agents shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms that are are reasonable and appropriate; *provided* that the Reorganized Debtors and the Distribution Agent, as applicable, shall request appropriate documentation from the applicable distributees and allow such distributees a reasonable amount of time to respond. The Debtors, the Reorganized Debtors, the Distribution Agent, and any other applicable withholding and reporting agents reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

E. Foreign Currency Exchange Rate

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in The Wall Street Journal, National Edition, on the Effective Date.

F. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

The Debtors or the Reorganized Debtors, as applicable, shall reduce a Claim, and such Claim (or portion thereof) shall be disallowed without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives a payment on account of such Claim from a party that is not a Debtor or Reorganized Debtor (or other Distribution Agent), as applicable. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor (or other Distribution Agent), as applicable, on account of such Claim, such Holder shall, within ten Business Days of receipt thereof, repay, return, or deliver any distribution held by or transferred to the Holder to the applicable Reorganized Debtor to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay, return, or deliver such distribution shall result in the Holder owing the applicable Reorganized Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the ten-Business Day grace period specified above until the amount is repaid.

2. Claims Payable by Third Parties

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such satisfaction, such Claim may be expunged on the Claims Register by the Claims, Noticing, and Solicitation Agent to the extent of any such satisfaction without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies

Except as otherwise provided herein, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in the Plan shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any rights, defenses, or Cause of Action that the Debtors or any other Entity may hold against any other Entity, including insurers, under any policies of insurance, agreements related thereto, or applicable indemnity, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any rights or defenses, including coverage defenses, held by such insurers under the applicable insurance policies, agreements related thereto, and applicable non-bankruptcy law.

G. Setoffs and Recoupment

Except as otherwise expressly provided for herein, each Debtor, Reorganized Debtor, or such Entity's designee as instructed by such Debtor or Reorganized Debtor, as applicable, may, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim, set off against or recoup from an Allowed Claim and any distributions to be made pursuant to the Plan on account of such Allowed Claim, any Claims, rights, and Causes of Action of any nature whatsoever that the Debtor or Reorganized Debtor, as applicable, may have against the Holder of such Allowed Claim, to the extent such Claims, rights, or Causes of Action have not been otherwise compromised, settled, or released on or prior to the Effective Date (whether pursuant to the Plan or otherwise). Notwithstanding the foregoing, except as expressly stated in Article VIII of this Plan, neither the failure to effect such a setoff or recoupment nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such Claims, rights, or Causes of Action the Debtors or Reorganized Debtors may possess against such Holder.

H. Allocation between Principal and Accrued Interest

Except as otherwise provided herein, the aggregate consideration paid to Holders with respect to their Allowed Claims shall be treated pursuant to the Plan as allocated first to the principal amount of such Allowed Claims (to the extent thereof and as determined for federal income tax purposes) and second, to the extent the consideration exceeds the principal amount of the Allowed Claims, to the remaining portion of such Allowed Claim, if any.

ARTICLE VII.

PROCEDURES FOR RESOLVING DISPUTED, CONTINGENT, AND UNLIQUIDATED CLAIMS AND INTERESTS

A. Disputed Claims Process[14]

Notwithstanding section 502(a) of the Bankruptcy Code, and in light of the Unimpaired status of all Allowed General Unsecured Claims under the Plan, the Reorganized Debtors and the Holders of Claims shall determine, adjudicate, and resolve any disputes over the validity and amounts of such Claims in the ordinary course of business as if the Chapter 11 Cases had not been commenced, except that (unless expressly waived pursuant to the Plan) the Allowed Amount of such Claims shall be subject to the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 and 503 of the Bankruptcy Code, to the extent applicable. Unless relating to a Claim expressly Allowed pursuant to the

[14] **NTD:** To be discussed.

Plan, all Proofs of Claim filed in these Chapter 11 Cases shall be considered objected to and Disputed without further action by the Debtors. Upon the Effective Date, all Proofs of Claim filed against the Debtors, regardless of the time of filing, and including Proofs of Claim filed after the Effective Date, shall be deemed withdrawn and expunged, other than as provided below. Notwithstanding anything in this Plan to the contrary: (1) all Claims against the Debtors that result from the Debtors' rejection of an Executory Contract or Unexpired Lease; (2) disputes regarding the amount of any Cure pursuant to section 365 of the Bankruptcy Code; and (3) Claims that the Debtors seek to have determined by the Bankruptcy Court, shall in all cases be determined by the Bankruptcy Court.

All Proofs of Claim required to be Filed by the Plan that are Filed after the date that they are required to be Filed pursuant to the Plan shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any further notice to or action, order, or approval of the Bankruptcy Court.

B. Objections to Claims

Except as otherwise specifically provided in the Plan, after the Effective Date, the Reorganized Debtors, shall have the sole authority to: (1) File, withdraw, or litigate to judgment, any objections to Claims; and (2) settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided herein, from and after the Effective Date, each Reorganized Debtor shall have and retain any and all rights and defenses such Debtor had immediately prior to the Effective Date with respect to any Disputed Claim, including the Causes of Action retained pursuant to Article IV.U of the Plan.

Any objections to Claims shall be Filed on or before the Claims Objection Deadline. For the avoidance of doubt, the Bankruptcy Court may extend the time period to object to Claims set forth in this paragraph at any time, including before or after the expiration of one hundred eighty days after the Effective Date, in its discretion or upon request by the Debtors or any party in interest.

C. Estimation of Claims

Before or after the Effective Date, the Debtors or the Reorganized Debtors, as applicable, may (but are not required to), at any time, request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to applicable law, including pursuant to section 502(c) of the Bankruptcy Code, for any reason, regardless of whether any party previously has objected to such Disputed Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under sections 157 and 1334 of the Judicial Code to estimate any such Disputed Claim, including during the litigation of any objection to any Disputed Claim or during the pendency of any appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Disputed Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions and discharge) and may be used as evidence in any supplemental proceedings, and the Debtors or the Reorganized Debtors may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Disputed Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before fourteen days after the date on which such Disputed Claim is estimated.

D. No Distributions Pending Allowance

Notwithstanding any other provision of the Plan, if any portion of a Claim is a Disputed Claim, no payment or distribution provided hereunder shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim; *provided* that if only a portion of a Claim is Disputed, such Claim shall be deemed Allowed in the amount not Disputed and payment or distribution shall be made on account of such undisputed amount; *provided*, *further* that the foregoing shall not apply to any Make-Whole Claim, which Claims shall not be Allowed Claims under the Plan.

E. Distributions After Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim , distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court Allowing any Disputed Claim becomes a Final Order, the Distribution Agent shall provide to the Holder of such Allowed Claim the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, without any interest, dividends, or accruals to be paid on account of such Allowed Claim unless required under applicable bankruptcy law.

F. No Interest

Unless otherwise specifically provided for herein or by Final Order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on Claims against the Debtors, and no Holder of a Claim against the Debtors shall be entitled to interest accruing on or after the Petition Date on any such Claim . Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

G. Adjustment to Claims and Interests without Objection

Any Claim or Interest that has been paid, satisfied, amended, superseded, cancelled, or otherwise expunged (including pursuant to the Plan) may be adjusted or expunged on the Claims Register at the direction of the Reorganized Debtors without the Reorganized Debtors having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court. Additionally, any Claim or Interest that is duplicative or redundant with another Claim or Interest against the same Debtor may be adjusted or expunged on the Claims Register at the direction of the Reorganized Debtors without the Reorganized Debtors having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

H. Disallowance of Claims

All Claims of any Entity from which property is sought by the Debtors under section 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer that is avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Final Order with respect thereto has been entered by the Bankruptcy Court and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Debtors or the Reorganized Debtors, as applicable. All Claims filed on account of an indemnification obligation to a director, officer, or employee

shall be deemed satisfied and expunged from the Claims register as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order or approval of the Bankruptcy Court. All Claims filed on account of an employee benefit shall be deemed satisfied and expunged from the Claims register as of the Effective Date to the extent the Reorganized Debtors elect to honor such employee benefit, without any further notice to or action, order or approval of the Bankruptcy Court.

Except as otherwise provided herein or as agreed to by the Reorganized Debtors, all Proofs of Claim Filed after the Claims Bar Date or Administrative Claims Bar Date, as applicable, shall be deemed disallowed in full and expunged as of the Effective Date, forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any further notice to or action, order, or approval of the Bankruptcy Court, unless on or before the Confirmation Hearing such late Claim has been deemed timely filed by a Final Order.

I. Amendments to Proofs of Claim

On or after the Effective Date, except as provided in the Plan or the Confirmation Order, a Proof of Claim or Proof of Interest may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtors, and any such new or amended Proof of Claim or Proof of Interest Filed shall be deemed disallowed in full and expunged without any further action, order, or approval of the Bankruptcy Court.

ARTICLE VIII.

EFFECT OF CONFIRMATION OF THE PLAN

A. Discharge of Claims and Termination of Interests

As provided by section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by current or former employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim or Proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtors or their Affiliates with respect to any Claim or Interest that existed immediately prior to or on account of filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date.

B. Releases by the Debtors

Except as expressly set forth in the Plan, effective on the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Cause of Action, directly or derivatively, by, through, for, or because of, the foregoing Entities, from any and all Causes of Action, including any derivative claims, asserted or assertable on behalf of any of the Debtors, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that the Debtors would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), their capital structure, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Chapter 11 Cases and related adversary proceedings, the Credit Facilities, the First Lien Notes, the Second Lien Notes, the IDRB, the Senior Notes, the Subsidiary Debt, the DIP Facility, the Exit Facility, the Takeback Debt, the assertion or enforcement of rights and remedies against the Debtors' out-of-court restructuring efforts, intercompany transactions between or among a Debtor and another Debtor, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement or the Definitive Documents, the pursuit of consummation of the Plan, the administration and implementation of the Restructuring Transaction, or upon any other act or omission, transaction, agreement, event, or other occurrence related to the Debtors taking place on or before the Effective Date.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to section 1123(b) and Bankruptcy Rule 9019, of the releases described in this Article VIII.B by the Debtors, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that each release described in this Article VIII.B is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good-faith settlement and compromise of such Causes of Action; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; (6) a sound exercise of the Debtors' business judgment; and (7) a bar to any of the Debtors or Reorganized Debtors or their respective Estates asserting any Cause of Action related thereto, of any kind, against any of the Released Parties or their property.

C. Releases by Holders of Claims and Interests

Except as expressly set forth in the Plan, effective on the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Releasing Parties, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Cause of Action, from any and all Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or

otherwise, including any derivative claims asserted or assertable on behalf of any of the Debtors, that such Entity would have been legally entitled to assert in its own right (whether individually or collectively or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), their capital structure, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Credit Facilities, the First Lien Notes, the Second Lien Notes, the IDRB, the Senior Notes, the Subsidiary Debt, the DIP Facility, the Exit Facility, the Takeback Debt, the assertion or enforcement of rights and remedies against the Debtors' out-of-court restructuring efforts, intercompany transactions between or among a Debtor and another Debtor, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement or the Definitive Documents, the pursuit of consummation of the Plan, the administration and implementation of the Restructuring Transaction, or upon any other act or omission, transaction, agreement, event, or other occurrence related to the Debtors taking place on or before the Effective Date.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in this Article VIII.C, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that each release described in this Article VIII.C is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good-faith settlement and compromise of such Causes of Action; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; (6) a sound exercise of the Debtors' business judgment; and (7) a bar to any of the Releasing Parties or the Debtors or Reorganized Debtors or their respective Estates asserting any Cause of Action related thereto, of any kind, against any of the Released Parties or their property.

D. Exculpation

Effective as of the Effective Date, to the fullest extent permissible under applicable law and without affecting or limiting either the Debtor Release or the third-party release, and except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from any Cause of Action for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or consummation of the Restructuring Support Agreement, the Disclosure Statement, the Plan, any Definitive Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of consummation of the Plan, the administration and implementation of the Plan, including the issuance of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion), except for Causes of Action related to any act or omission that is determined in a Final Order of a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

The Exculpated Parties have, and upon Consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

E. Injunction

Except as otherwise provided in the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (a) are subject to compromise and settlement pursuant to the terms of the Plan; (b) have been released pursuant to Article VIII.B of this Plan; (c) have been released pursuant to Article VIII.C of this Plan, (d) are subject to exculpation pursuant to Article VIII.D of this Plan, or (e) are otherwise discharged, satisfied, stayed, or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner, any action or other proceeding, including on account of any Claims, Interests, Causes of Action, or liabilities that have been compromised or settled against the Debtors, the Reorganized Debtors, or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any discharged, released, settled, compromised, or exculpated Claims, Interests, Causes of Action, or liabilities.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former directors, managers, officers, principals, predecessors, successors, employees, agents, and direct and indirect Affiliates shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in this Article VIII.E.

F. Release of Liens

Except as otherwise provided in the Plan, the Plan Supplement, or any contract, instrument, release, or other agreement or document created pursuant to the Plan or Confirmation Order, on the Effective Date, and concurrently with the applicable distributions made pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, compromised, and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Debtors shall automatically revert to the applicable Debtor or Reorganized Debtor, as applicable, and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or Filing being required to be made by the Debtors. Any Holder of such Secured Claim (and the applicable agents for such Holder) shall be authorized and directed to release any collateral or other property of any Debtor (including any cash collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder), and to take such actions as requested by the Debtors or Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such documents evidencing such releases. The presentation or filing of the Confirmation Order to or with any local, state, federal, or foreign agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

G. Protection against Discriminatory Treatment

As provided by section 525 of the Bankruptcy Code, and consistent with paragraph 2 of Article VI of the United States Constitution, no Entity, including Governmental Units, shall discriminate against any Reorganized Debtor or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, or discriminate with respect to such a grant against, any Reorganized Debtor, or any Entity with which a Reorganized Debtor has been or is associated, solely because such Reorganized Debtor was a debtor under chapter 11 of the Bankruptcy Code, may have been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before such Debtor was granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

H. Document Retention

On and after the Effective Date, the Reorganized Debtors may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Reorganized Debtors.

I. Reimbursement or Contribution

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Confirmation Date: (1) such Claim has been adjudicated as non-contingent; or (2) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

J. Term of Injunctions or Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code, or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order), shall remain in full force and effect until the Effective Date. **All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.**

ARTICLE IX.

CONDITIONS PRECEDENT TO THE EFFECTIVE DATE

A. Conditions Precedent to the Effective Date.

It shall be a condition to the Effective Date that the following conditions shall have been satisfied or waived pursuant to Article IX.B of the Plan:

1. The Bankruptcy Court shall have entered the Confirmation Order, and such order shall be a Final Order and in full force and effect.

2. Reorganized Frontier's New Common Stock shall have been issued.

3. As applicable, the Exit Facility Documents shall have been executed and delivered by all of the Entities that are parties thereto, and all conditions precedent (other than any conditions related to the occurrence of the Effective Date) to the consummation of the Exit Facility shall have been waived or satisfied in accordance with the terms thereof, and the closing of the Exit Facility shall be deemed to occur concurrently with the occurrence of the Effective Date.

4. As applicable, the Takeback Debt Documents shall have been executed and delivered by all of the Entities that are parties thereto, and all conditions precedent (other than any conditions related to the occurrence of the Effective Date) to the consummation of the Takeback Debt shall have been waived or satisfied in accordance with the terms thereof, and the closing of the Takeback Debt shall be deemed to occur concurrently with the occurrence of the Effective Date.

5. The Plan Supplement, including any amendments, modifications, or supplements to the documents, schedules, or exhibits included therein shall have been Filed with the Bankruptcy Court pursuant to the terms of the Plan.

6. Any and all requisite FCC Approvals, PUC Approvals, and any other authorizations, consents, regulatory approvals, rulings, or documents required to implement and effectuate the Plan shall have been obtained, without any conditions required to implement and effectuate the Plan that are materially adverse to the Debtors and that have not previously been approved by the Required Consenting Noteholders in accordance with Article IV.J, and shall be in full force and effect.

7. The Professional Fee Escrow Account shall have been established and funded with Cash in accordance with **Error! Reference source not found.** of the Plan.

8. The Reorganized Debtors shall have paid, to the extent unpaid and invoiced at least five Business Days prior to the Effective Date, all Consenting Noteholder Fees.

9. The Debtors shall have used commercially reasonable best efforts to analyze and develop a detailed report regarding a virtual separation under the same ownership structure of select state operations where the Reorganized Debtors will conduct fiber deployments from those states' operations where the Reorganized Debtors will perform broadband upgrades and operational improvements.

10. The Restructuring Support Agreement shall remain in full force and effect, all conditions shall have been satisfied thereunder, and there shall be no breach that, after the lapse of time or expiration of any applicable notice or any cure period, would give rise to right to terminate the Restructuring Support Agreement.

11. [The Required Consenting Noteholders shall have determined in their reasonable judgment, with the assistance of their financial and legal advisors, that the aggregate amount of Parent Litigation Claims is reasonably expected to be equal to or less than existing insurance coverage plus $25 million.][15]

[15] NTD: Subject to discussion.

B. Waiver of Conditions Precedent

The Debtors may, with the prior written consent of the Required Consenting Noteholders (such consent not to be unreasonably withheld), waive any of the conditions to the Effective Date set forth in Article IX.A of the Plan at any time, without any notice to any other parties-in-interest and without any further notice to or action, order, or approval of the Bankruptcy Court, and without any formal action other than proceeding to confirm and consummate the Plan; *provided*, *however*, that any waiver in respect of Article IX.A.4 that affects the Takeback Debt Principal Amount shall require the prior written consent of the Determining Noteholders in accordance with Article IV.D of the Plan and the Restructuring Support Agreement.

C. Effect of Non-Occurrence of Conditions to Consummation

If the Effective Date does not occur, then the Plan will be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims, Interests, or Causes of Action held by any Debtor or any other Entity; (2) prejudice in any manner the rights of any Debtor or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking of any sort by any Debtor or any other Entity in any respect.

ARTICLE X.

MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification of Plan

Subject to the limitations and terms contained in the Plan, and subject to the terms of the Restructuring Support Agreement, the Debtors reserve the right to (1) amend or modify the Plan before the entry of the Confirmation Order, in accordance with the Bankruptcy Code and the Bankruptcy Rules (2) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code, remedy any defect or omission, or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan consistent with the terms set forth herein.

B. Effect of Confirmation on Modifications

Entry of the Confirmation Order shall constitute approval of all modifications or amendments to the Plan occurring after the solicitation thereof pursuant to section 1127(a) of the Bankruptcy Code and a finding that such modifications to the Plan do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan

The Debtors, subject to the terms of the Restructuring Support Agreement, reserve the right to revoke or withdraw the Plan with respect to any or all Debtors before the Confirmation Date and to File subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if Confirmation or the Effective Date does not occur, then: (1) the Plan will be null and void in all respects; (2) any settlement or compromise not previously approved by Final Order of the Bankruptcy Court embodied in the Plan (including the fixing or limiting to an amount certain of the Claims or Classes of Claims), assumption or rejection of Executory Contracts or Unexpired Leases effectuated by the Plan, and any document or agreement executed pursuant to the Plan will be null and void in all respects; and (3) nothing contained in the Plan shall (a) constitute a waiver or release of any Claims, Interests, or Causes of Action by any Entity,

(b) prejudice in any manner the rights of any Debtor or any other Entity, or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by any Debtor or any other Entity.

ARTICLE XI.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. Allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, of any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. resolve any matters related to Executory Contracts or Unexpired Leases, including: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Cure Claims or other Claims arising therefrom, including pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed or assumed and assigned; and (c) any dispute regarding whether a contract or lease is or was executory, expired, or terminated;

4. ensure that distributions to Holders of Allowed Claims and Allowed Interests are accomplished pursuant to the provisions of the Plan and adjudicate any and all disputes arising from or relating to distributions under the Plan;

5. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor or the Estates that may be pending on the Effective Date;

6. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of (a) contracts, instruments, releases, indentures, and other agreements or documents approved by Final Order in the Chapter 11 Cases and (b) the Plan, the Confirmation Order, and contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan; *provided* that the Bankruptcy Court shall not retain jurisdiction over disputes concerning documents contained in the Plan Supplement that have a jurisdictional, forum selection, or dispute resolution clause that refers disputes to a different court;

7. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

8. grant any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;

9. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;

10. hear, determine, and resolve any cases, matters, controversies, suits, disputes, or Causes of Action in connection with or in any way related to the Chapter 11 Cases, including: (a) with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or an Interest for amounts not timely repaid pursuant to Article VI of the Plan; (b) with respect to the releases, injunctions, and other provisions contained in Article VIII of the Plan, including entry of such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions; (c) anything that may arise in connection with the Consummation, interpretation, implementation, or enforcement of the Plan and the Confirmation Order; or (d) related to section 1141 of the Bankruptcy Code;

11. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

12. adjudicate any and all disputes arising from or relating to distributions under the Plan or any transactions contemplated therein;

13. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

14. enforce all orders, judgments, injunctions, releases, exculpations, indemnifications, and rulings entered in connection with the Chapter 11 Cases with respect to any Entity, and resolve any cases, controversies, suits, or disputes that may arise in connection with any Entity's rights arising from or obligations incurred in connection with the Plan;

15. hear and determine matters concerning local, state, federal, and foreign taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

16. enter an order or Final Decree concluding or closing the Chapter 11 Cases;

17. enforce all orders previously entered by the Bankruptcy Court; and

18. hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or the Judicial Code.

Nothing herein limits the jurisdiction of the Bankruptcy Court to interpret and enforce the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan, or the Disclosure Statement, without regard to whether the controversy with respect to which such interpretation or enforcement relates may be pending in any state or other federal court of competent jurisdiction.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article XI, the provisions of this Article XI shall have no effect on and shall not control, limit, or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

Unless otherwise specifically provided herein or in a prior order of the Bankruptcy Court, the Bankruptcy Court shall have exclusive jurisdiction to hear and determine disputes concerning Claims against or Interests in the Debtors that arose prior to the Effective Date.

ARTICLE XII.

MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, exculpations, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims against and Interests in the Debtors shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or Interest has voted on the Plan.

B. Additional Documents

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan; *provided* that such agreements and other documents shall be in form and substance reasonably acceptable to the Required Consenting Noteholders. The Debtors or the Reorganized Debtors, as applicable, and all Holders of Claims and Interests receiving distributions pursuant to the Plan and all other parties-in-interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Payment of Statutory Fees

All fees and applicable interest payable pursuant to section 1930 of the Judicial Code and 31 U.S.C. § 3717, as applicable, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code, shall be paid by each of the Reorganized Debtors (or the Distribution Agent on behalf of the Reorganized Debtors) for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or a Final Decree is issued, whichever occurs first.

D. Dissolution of Statutory Committees

On the Effective Date, any statutory committee appointed in the Chapter 11 Cases, including the Creditors' Committee, shall dissolve, and the members thereof shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases. The Reorganized Debtors shall not be responsible for paying any fees or expenses incurred by the members of or advisors to any statutory committee after the Effective Date.

E. Reservation of Rights

Except as expressly set forth herein, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order, and the Confirmation Order shall have no force or effect if the

Effective Date does not occur. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests, unless and until the Effective Date has occurred.

F. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, agent, representative, attorney, beneficiary, or guardian, if any, of each such Entity.

G. Service of Documents

After the Effective Date, any pleading, notice, or other document required by the Plan to be served on or delivered to the Reorganized Debtors shall be served on:

Reorganized Debtors	**Frontier Communications Corporation** 50 Main Street, Suite 1000 White Plains, New York 10606 Attention: Mark Nielsen, Executive Vice President, Chief Legal Officer, and Chief Transaction Officer E-mail address: mark.nielsen@ftr.com with copies for information only (which shall not constitute notice) to:
Counsel to the Debtors	**Kirkland & Ellis LLP** **Kirkland & Ellis International LLP** 601 Lexington Avenue New York, New York 10022 Attention: Stephen E. Hessler, P.C. and Patrick Venter **Kirkland & Ellis LLP** **Kirkland & Ellis International LLP** 300 North LaSalle Street Chicago, Illinois 60654 Attention: Chad J. Husnick, P.C. and Benjamin M. Rhode
Counsel to the Noteholder Groups	**Akin Gump Strauss Hauer & Feld LLP** One Bryant Park New York, New York 10036 Attention: Ira S. Dizengoff, Philip C. Dublin, and Naomi Moss -and- **Milbank LLP** 55 Hudson Yards,

New York, New York 10001
Attention: Dennis F. Dunne, Samuel A. Khalil, and Michael W. Price

H. Entire Agreement; Controlling Document

Except as otherwise indicated, on the Effective Date, the Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations with respect to the subject matter of the Plan, all of which will have become merged and integrated into the Plan. Except as set forth in the Plan, in the event that any provision of the Restructuring Support Agreement, the Disclosure Statement, the Plan Supplement, or any order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control. In the event of any inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall control.

I. Plan Supplement

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be made available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the website of the Claims, Noticing, and Solicitation Agent at https://cases.primeclerk.com/ftr or the Bankruptcy Court's website at http://www.nysb.uscourts.gov. Unless otherwise ordered by the Bankruptcy Court, to the extent any exhibit or document in the Plan Supplement is inconsistent with the terms of any part of the Plan that does not constitute the Plan Supplement, such part of the Plan that does not constitute the Plan Supplement shall control.

J. Non-Severability

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors, with the consent of the Required Consenting Noteholders (not to be unreasonably withheld), shall have the power to alter and interpret such term or provision to make it valid or enforceable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' consent, consistent with the terms set forth herein; and (3) non-severable and mutually dependent.

K. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors, and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale,

and purchase of Securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties nor individuals or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan or any previous plan.

L. Closing of Chapter 11 Cases

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

M. Waiver or Estoppel

Each Holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, Secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed prior to the Confirmation Date.

N. FCC Rights and Powers

No provision in the Plan or the Confirmation Order relieves the Debtors or the Reorganized Debtors from their obligations to comply with the Communications Act. No transfer of any FCC License held by Debtors or transfer of control of any Debtor, or transfer of control of an FCC licensee controlled by Debtors 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, imposing any regulatory conditions on any of the above described transfers, are fully preserved, and nothing herein shall proscribe or constrain the FCC's exercise of such power or authority.

Dated: May 14, 2020

FRONTIER COMMUNICATIONS CORPORATION
on behalf of itself and all other Debtors

/s/ Mark Nielsen

Mark Nielsen,
Executive Vice President, Chief Legal Officer,
and Chief Transaction Officer
Frontier Communications Corporation

EXHIBIT A

Frontier Communications Corporation Affiliate Entities

Citizens Capital Ventures Corp.
Citizens Directory Services Company L.L.C.
Citizens Louisiana Accounting Company
Citizens Newcom Company
Citizens Newtel, LLC
Citizens Pennsylvania Company LLC
Citizens SERP Administration Company
Citizens Telecom Services Company L.L.C.
Citizens Telecommunications Company of California Inc.
Citizens Telecommunications Company of Illinois
Citizens Telecommunications Company of Minnesota, LLC
Citizens Telecommunications Company of Nebraska
Citizens Telecommunications Company of Nebraska LLC
Citizens Telecommunications Company of Nevada
Citizens Telecommunications Company of New York, Inc.
Citizens Telecommunications Company of Tennessee L.L.C.
Citizens Telecommunications Company of the White Mountains, Inc.
Citizens Telecommunications Company of Utah
Citizens Telecommunications Company of West Virginia
Citizens Utilities Capital L.P.
Citizens Utilities Rural Company, Inc.
Commonwealth Communication, LLC
Commonwealth Telephone Company LLC
Commonwealth Telephone Enterprises LLC
Commonwealth Telephone Management Services, Inc.
CTE Holdings, Inc.
CTE Services, Inc.
CTE Telecom, LLC
CTSI, LLC
CU Capital LLC
CU Wireless Company LLC
Electric Lightwave NY, LLC
Evans Telephone Holdings, Inc.
Fairmount Cellular LLC
Frontier ABC LLC
Frontier California Inc.
Frontier Communications - Midland, Inc.
Frontier Communications - Prairie, Inc.
Frontier Communications - Schuyler, Inc.
Frontier Communications Corporate Services Inc.
Frontier Communications ILEC Holdings LLC
Frontier Communications of America, Inc.
Frontier Communications of Ausable Valley, Inc.
Frontier Communications of Breezewood, LLC
Frontier Communications of Canton, LLC
Frontier Communications of Delaware, Inc.
Frontier Communications of Depue, Inc.

Frontier Communications of Georgia LLC
Frontier Communications of Illinois, Inc.
Frontier Communications of Indiana, LLC
Frontier Communications of Iowa, LLC
Frontier Communications of Lakeside, Inc.
Frontier Communications of Lakewood, LLC
Frontier Communications of Michigan, Inc.
Frontier Communications of Minnesota, Inc.
Frontier Communications of Mississippi LLC
Frontier Communications of Mt. Pulaski, Inc.
Frontier Communications of New York, Inc.
Frontier Communications of Orion, Inc.
Frontier Communications of Oswayo River LLC
Frontier Communications of Pennsylvania, LLC
Frontier Communications of Rochester, Inc.
Frontier Communications of Seneca-Gorham, Inc.
Frontier Communications of Sylvan Lake, Inc.
Frontier Communications of the Carolinas LLC
Frontier Communications of the South, LLC
Frontier Communications of the Southwest Inc.
Frontier Communications of Thorntown, LLC
Frontier Communications of Virginia, Inc.
Frontier Communications of Wisconsin LLC
Frontier Communications Online and Long Distance Inc.
Frontier Communications Services Inc.
Frontier Directory Services Company, LLC
Frontier Florida LLC
Frontier Infoservices Inc.
Frontier Midstates Inc.
Frontier Mobile LLC
Frontier North Inc.
Frontier Security Company
Frontier Services Corp.
Frontier Southwest Incorporated
Frontier Subsidiary Telco LLC
Frontier Techserv, Inc.
Frontier Telephone of Rochester, Inc.
Frontier Video Services Inc.
Frontier West Virginia Inc.
GVN Services
Navajo Communications Co., Inc.
N C C Systems, Inc.
Newco West Holdings LLC
Ogden Telephone Company
Phone Trends, Inc.
Rhinelander Telecommunications, LLC
Rib Lake Cellular for Wisconsin RSA #3, Inc.
Rib Lake Telecom, Inc.
SNET America, Inc.
TCI Technology & Equipment LLC
The Southern New England Telephone Company

Total Communications, Inc.

Exhibit D

Stephen E. Hessler, P.C.
Mark McKane, P.C. (*pro hace 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 CORPORATION, *et al.*,[1]	)	Case No. 20-22476 (RDD)
Debtors.	)	(Joint Administration Requested)

DECLARATION OF CARLIN ADRIANOPOLI,
EXECUTIVE VICE PRESIDENT OF STRATEGIC PLANNING,
IN SUPPORT OF CHAPTER 11 PETITIONS AND FIRST DAY MOTIONS

I, Carlin Adrianopoli, hereby declare under penalty of perjury, that:

1. I am the Executive Vice President of Strategic Planning of Frontier Communications Corporation ("Frontier"). Frontier is a publicly traded company organized under the laws of Delaware and a debtor and debtor in possession in the above-captioned cases along with 103 of its direct and indirect subsidiaries as debtors and debtors in possession (collectively,

[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 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/ftr. 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 "Debtors" or the "Company"). Prior to my role with Frontier, I advised the Debtors in my capacity as a Senior Managing Director of FTI Consulting, Inc. ("FTI").

2. Since June 2019, FTI has served as restructuring advisor to the Debtors. FTI's professionals work closely with clients on a daily basis to identify complex business challenges and develop strategies to overcome these challenges in a diverse number of industries and business areas, including restructuring. FTI's vast network of professionals, which includes, but is not limited to, certified insolvency and restructuring advisors, certified public accountants, former executive officers, and certified turnaround professionals, enables FTI to guide clients through a wide variety of complex business challenges.

3. I lead the Midwest region for FTI's Corporate Finance and Restructuring segment. I have more than 20 years of experience serving as a financial advisor and providing interim management and performance improvement services to corporations, various creditor classes, equity owners, and directors of distressed companies. I have provided restructuring services on large and high-profile matters in chapter 11 proceedings and out-of-court workouts. Recently, I served as interim chief financial officer of Outcome Health. Prior to that, I served as a financial advisor to Peabody Energy Corporation during its chapter 11 cases. I also served as interim CFO of RadioShack Corporation and as chief restructuring officer at Tactical Holding Operations Inc. during their respective chapter 11 cases.

4. I hold a Master of Business Administration with an emphasis in corporate finance from the University of Notre Dame and a B.S.B.A. in accountancy from John Carroll University. I am a Certified Insolvency and Restructuring Advisor, a Certified Turnaround Professional, and a Certified Public Accountant.

5. I submit this declaration (this "Declaration") to assist the Court and parties-in-interest in understanding the circumstances that led to the chapter 11 cases and in support of the Debtors' chapter 11 petitions and the first day motions (the "First Day Motions"). The facts supporting each First Day Motion are detailed in **Exhibit A**.

6. I am familiar with the Debtors' day-to-day operations, businesses and financial affairs, and books and records.

7. I am above 18 years of age and am competent to testify. The statements set forth in this Declaration are based upon: my personal knowledge; my review of relevant documents and information concerning the Debtors' operations, financial affairs, and restructuring initiatives; information obtained from other members of the Debtors' management team and third-party advisors; and my experience as a restructuring professional. I am authorized to submit this Declaration on behalf of the Debtors, and, if called upon to testify, I could and would testify competently to the facts set forth herein.

Introduction and Overview

A. Preliminary Statement.

8. Frontier is a national provider of telecommunications services in 29 states and the country's fourth largest incumbent local exchange carrier ("ILEC"). In recent years, operational challenges related to integrating recent acquisitions, shifting consumer preferences, highly competitive industry dynamics, and certain other business challenges, have caused Frontier's capital structure to become overleveraged. After months of extensive analysis, Frontier recognized that debt-oriented liability management transactions alone would not sufficiently improve its capital structure and that executing one or more liability management transaction(s) would at best delay maturities without comprehensively addressing the challenges inherent in its capital structure. Accordingly, in October 2019, Frontier embarked on a proactive engagement with an

ad hoc creditor group holding a substantial portion of Frontier's senior unsecured notes (such creditors, the "Consenting Noteholders"). After months of hard-fought negotiations, Frontier commenced these chapter 11 cases on April 14, 2020 (the "Petition Date") with key creditor support from over seventy-five percent of Consenting Noteholders for a comprehensive transaction, as contemplated in the agreement between the Debtors and the Consenting Noteholders (the "Restructuring Support Agreement"), attached as **Exhibit B** along with the term sheet attached thereto as Exhibit B. The Debtors intend to file a plan of reorganization in order to effectuate this balance sheet restructuring within the first thirty days of these chapter 11 cases pursuant to the Restructuring Support Agreement. The Debtors have secured $460 million in debtor-in-possession financing which, combined with the Company's more than $700 million cash on hand, totals over $1.1 billion in liquidity. The Debtors' proposed restructuring, if successfully implemented, would result in a substantial deleveraging of the Debtors' balance sheet by over $10 billion and contemplates the following key terms:

- holders of general unsecured claims will be paid in full, reinstated, or otherwise unimpaired;
- holders of secured debt will be repaid during these chapter 11 cases, paid in full on the effective date of a plan of reorganization (the "Effective Date"), or reinstated;
- holders of Senior Notes (later defined) will receive their pro rata share of 100 percent of the common stock (subject to dilution) of the reorganized Debtors ("Reorganized Frontier"), $750 million of takeback debt (subject to downward adjustment) on either a third lien or a to-be-agreed-upon basis depending on treatment of the second lien notes under a plan, and unrestricted cash of Reorganized Frontier in excess of $150 million as of the Effective Date;
- a post-emergence management incentive plan representing six percent of the total equity value of Reorganized Frontier;
- holders of certain secured and unsecured notes held by the Debtors' subsidiaries will be reinstated or paid in full on the Effective Date; and
- Consenting Noteholders are entitled to designate two observers to the Company's Board of Directors (the "Board") (one from each of the Noteholder Groups, as defined below),

who will be entitled to participate in Board and Finance Committee (as defined below) discussions and deliberations, while the Restructuring Support Agreement is effective.

9. The Debtors also enter these chapter 11 cases amid the COVID-19 pandemic. As the COVID-19 pandemic develops, governments, corporations and other authorities may continue to implement restrictions or policies that adversely impact consumer spending, business spending, the economy, and the Debtors' businesses. Specific government initiatives, such as the *Coronavirus Aid, Relief, and Economic Security Act* ("CARES Act"), provide potential relief for the Debtors' customers and businesses.

10. Relatedly, Frontier understands the importance of its network services during these times, and the Company remains committed to keeping customers connected, safe and informed. On March 13, in response to the COVID-19 pandemic, over 550 providers of critical communications services, including Frontier, took the Federal Communications Commission's (the "FCC") Keep Americans Connected pledge, pursuant to which providers agreed for the following 60 days: (a) not to terminate service to any residential or small business customers because of their inability to pay their bills due to the disruptions caused by the coronavirus pandemic; (b) to waive any late fees that any residential or small business customers incur because of their economic circumstances related to the coronavirus pandemic; and (c) to open their Wi-Fi hotspots to any American in need. Many states in which the Company operates have issued executive orders prohibiting the disconnection of services for customers for the length of the state of emergency. Given the unprecedented and evolving nature of the pandemic and the swift-moving response from multiple levels of government, the impact of these changes and other potential changes on the Company are uncertain at this time.

B. Background to the Restructuring.

11. Through a series of three acquisitions between 2010 and 2016 (each, a "Growth Transaction" and together, the "Growth Transactions"), the Company transformed from a provider of telephone and DSL internet services in mainly rural areas to a large, national telecommunications provider in rural, urban, and suburban markets across 29 states, with a 2019 revenue of approximately $8.1 billion. The Company anticipated that, once fully implemented, the Growth Transactions would yield efficiencies in the form of annual operating expense savings from the consolidation of various administrative functions, and lower prices on capital expenditures.[2] The most recent Growth Transaction was the Company's 2016 acquisition of Verizon Communications, Inc.'s ("Verizon") landline voice, broadband, and video operations in California, Texas, and Florida, with a purchase price of $10.54 billion (the "CTF Transaction"). The CTF Transaction provided an opportunity for the Company, which had historically operated largely in rural areas of the United States, to expand its service territory to residential, commercial, and wholesale customers in more urban, albeit more competitive markets, with a fiber-centric network in those states.

12. Serving the new territories proved more difficult and expensive than the Company anticipated, and integration issues made it more difficult to retain customers. Simultaneously, the Company faced industry headwinds stemming from fierce competition in the telecommunications sector, shifting consumer preferences, and accelerating bandwidth and performance demands, all redefining what infrastructure telecommunications companies need to compete in the industry. These conditions have contributed to the unsustainability of the

[2] For a complete discussion on the Growth Transaction, see Part III.A.

Company's outstanding funded debt obligations—which total approximately $17.5 billion as of the Petition Date.

13. As a result of these macro challenges and integration issues, Frontier has not been able to fully realize the economies of scale expected from the Growth Transactions, as evidenced by a loss of approximately 1.3 million customers, from a high of 5.4 million after the CTF Transaction closed in 2016 to approximately 4.1 million as of January 2020. Frontier's share price has dropped from $125.70[3] per share in 2015 to $0.37 per share prior to the Petition Date, reflecting a $8.4 billion decrease in market capitalization.

14. Although substantial funded debt maturities do not come due until 2021 and 2022, in late 2018 the Debtors embarked on a proactive process to evaluate their capital structure, including the evaluation and potential implementation of one or more comprehensive transactions to deleverage outstanding debt and extend maturities. Such transactions were contemplated with the goal of extending the duration of impending maturities and comprehensively deleveraging of the Debtors' capital structure.

15. In December 2018, the Company added Robert A. Schriesheim to the Board. Mr. Schriesheim was appointed chair of a newly formed five-person committee tasked with evaluating various strategic restructuring alternatives, developing a granular business plan, and identifying other transaction-related workstreams (the "Finance Committee"). Beginning in December 2018, the Finance Committee worked with the Debtors' management team and Kirkland & Ellis LLP ("Kirkland") as restructuring counsel, along with the Debtors' investment

[3] Actual stock price at the peak market cap on February 25, 2015 was $8.38 per share. This price has been retroactively adjusted to reflect the Company's 1-for-15 stock split in June 2017, so it is shown here as $8.38 times 15, or $125.70.

banker, Evercore Group L.L.C. ("Evercore"), to review available alternatives to address the Company's capital structure.

16. Since its formation, the Finance Committee has engaged with the Debtors' professionals and consultants to evaluate restructuring alternatives, analyzed the Company's business plan, and considered various strategies for optimizing enterprise value. To bolster these efforts with telecommunications industry-specific experience, the Debtors engaged CMA Strategy Consulting ("CMA,") in March 2019 and FTI in June 2019 (together with Kirkland and Evercore, collectively, the "Advisors") to aid in developing a granular business plan. The Debtors and their Advisors reviewed, among other things, pressures on the businesses creating continued deterioration in revenue, challenges in achieving improvements in revenue and customer trends, the reduced viability of the long-term sustainability of the Debtors' capital structure, and general headwinds prevalent in the telecommunications industry.

17. Additionally, the Finance Committee, as an extension of the Debtors' Board, has strategically navigated the Debtors through an analysis of proactive options to solve for the Debtors' upcoming 2021 and 2022 maturities and mounting pressure from various constituents, some of whom initially favored an out-of-court deleveraging transaction while others supported a comprehensive in-court reorganization. Simultaneously with the Finance Committee's strategic review of the various restructuring alternatives, and with the objective of maximizing optionality, the Debtors executed three significant out-of-court transactions:

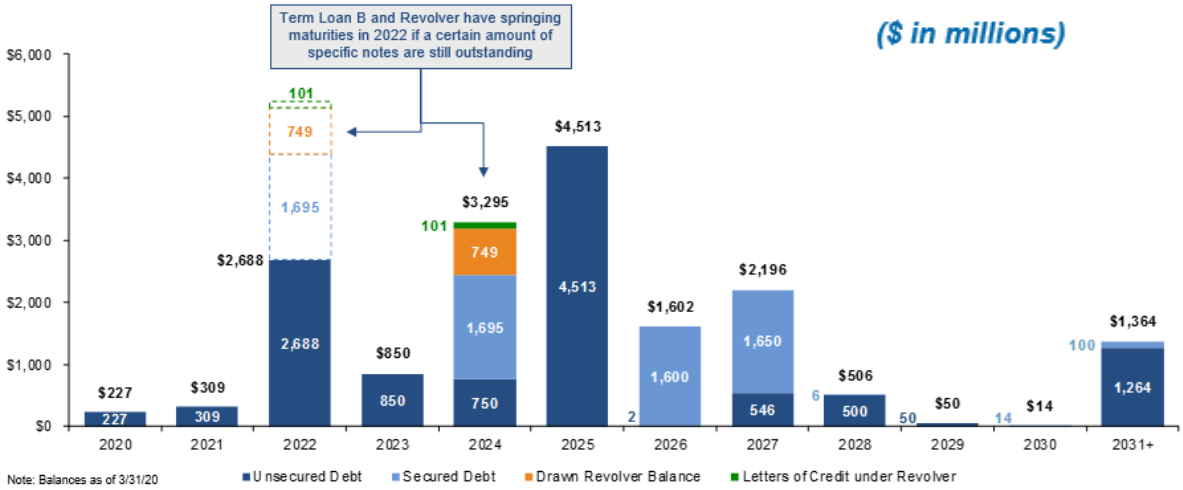
- **March 2019:** The Company issued $1.65 billion of 8.00% first lien secured notes due 2027 to repay all outstanding indebtedness under its senior secured term loan A facility (previously scheduled to mature in March 2021) and its credit agreement with CoBank, ACB (previously scheduled to mature in October 2021) (the "First Lien Issuance").
- **March and April 2019**: The Company entered into amendments to the JPM Credit Agreement (as defined herein) to, among other things (a) extend the maturity date of $850 million of the revolving loans and commitments thereunder from February 27,

2022 to February 27, 2024 (subject to springing maturity to any tranche of existing debt with an aggregate outstanding principal amount in excess of $500 million), and (b) increase the interest rate applicable to such revolving loans by 0.25%.

- **May 2019:** The Company entered into a definitive agreement to sell its northwest operations and associated assets in Washington, Oregon, Idaho, and Montana for $1.352 billion in cash, subject to certain closing adjustments, a favorable market price that will significantly enhance liquidity upon closing (the "Pacific Northwest Transaction"). The sale is expected to close on April 30, 2020, subject to customary closing conditions.

18. The Debtors used the additional liquidity from the debt transactions and optionality associated with these transactions to prolong their strategic review of their capital structure.

Frontier's Funded Debt Maturities Schedule
(as of Petition Date)



19. To further the Debtors' strategic review of its capital structure, in June 2019, Frontier added three new directors—Kevin L. Beebe, Paul M. Keglevic, and Mohsin Y. Meghji—to the Board and Finance Committee, who collectively brought substantial telecommunications experience and strategic restructuring and turnaround expertise to the Board. The Debtors continued to evaluate various liability management options to address future maturity walls and the need for capital, including additional asset sales and an "uptier" debt-for-debt exchange,

amongst other alternatives with various degrees of legal risk and execution difficulty. Though each of these transactions would provide the Debtors with near-term liquidity, each presented implementation issues and ultimately would not achieve the Debtors' goal of a comprehensive deleveraging.

20. For example, substantial asset sales would likely be restricted under the secured debt documents, as well as face potential regulatory approvals associated with the FCC and state-level public utility commissions (each a "PUC"). The Debtors also thoroughly evaluated multiple approaches to an "uptier" debt-for-debt exchange that would extend their liquidity runway beyond 2022. However, initial results of the Debtors' business plan projections suggested that these proposed transactions would not provide sufficient deleveraging. Even if maturities were extended, without a massive infusion of capital, there was not a clear path for the Debtors to materially grow the business to achieve a natural deleveraging. Further implementation risks were identified, as an "uptier" debt-for-debt exchange involving certain Senior Notes could be challenged by other series of Senior Notes and lead to potential protracted litigation.

21. In summer 2019, the Debtors identified several investment opportunities to expand their fiber network to increase competitiveness and market share. Fiber provides faster broadband network services to customers than copper cables. The Debtors recognized a number of opportunities to invest in fiber network within its existing copper broadband markets, rural lower speed markets, and adjacent expansion markets. However, the Debtors' capital structure constrained their ability to execute such initiatives. The Debtors' inability to access cash to fund these growth opportunities also hindered their capacity to use such opportunities to stabilize revenue and adjusted EBITDA. Furthermore, the Debtors were unable to pursue accretive mergers

and acquisitions and other strategic transactions because of the limitations imposed by the Debtors' funded debt liability overhang.

22. Consequently, in September 2019, after approximately nine months of robust analysis and discussion, it became apparent that a debt-oriented liability management transaction alone was unlikely to achieve sufficient deleveraging to allow the Debtors to re-access the capital markets, rightsize its capital structure, and/or adequately reinvest in the business to sustain or grow business performance. Put another way, the Debtors could not grow into their existing capital structure and, therefore, needed a more comprehensive restructuring of their balance sheet. As a result, the Debtors pivoted to discussions regarding a comprehensive restructuring transaction and began engaging with the representatives of certain holders of the $10.95 billion outstanding aggregate principal amount of the unsecured senior notes and debentures issued by Frontier Communications Corporation (the "Senior Notes").

23. In the fall of 2019, the Debtors began to engage formally with certain ad hoc groups comprised of holders of the Senior Notes. In initial discussions, one group of principals and advisors holding Senior Notes was represented by Akin Gump Strauss Hauer & Feld LLP ("Akin") (as counsel) and Ducera Partners LLC ("Ducera") (as financial advisor), (the "CTF Notes Group"), and the second group was represented by Milbank LLP ("Milbank") (as counsel) and Houlihan Lokey Capital Inc. ("Houlihan") (as financial advisor) (the "Legacy Notes Group").[4] By October 2, 2019, Akin, Ducera, Milbank and Houlihan had executed non-disclosure agreements that allowed the Debtors to provide confidential information regarding the Debtors' business with the intent to facilitate a consensual transaction. Over the next several weeks, the Debtors

[4] The primary divide between the subgroups is that members of the CTF Notes Group hold Senior Notes with an approximately $315 million interest payment that was due on March 15, 2020. The Debtors elected to forgo the interest payment on the CTF Notes and entered into a grace period permitted under the relevant indentures.

coordinated a series of discussions with these groups' advisors, initially to open dialogue and foster engagement, and eventually maturing into more specific and comprehensive discussions, including "deep dive" business plan discussions.

24. All the while, the Debtors continued to take responsibility for the health of the overall enterprise. As the Debtors continued to take action to improve their operational, financial, and strategic position, recognizing that closing a comprehensive restructuring may not be possible in the near-term, the Board decided to evaluate a leadership change. On December 3, 2019, the Board appointed Mr. Bernard L. Han, who began serving as an advisor to Frontier in October 2019, as Frontier's President and Chief Executive Officer. Mr. Han has more than 30 years of experience, serving more than 11 years in the communications industry in various senior roles at DISH Network, including as chief financial officer and chief operating officer.

25. During this time, the Debtors encouraged the CTF Notes Group and Legacy Notes Group to coalesce in order to streamline negotiations regarding a potential transaction. On December 9, 2019, the CTF Notes Group and Legacy Notes Group—which collectively hold over seventy-five percent of the Senior Notes—formally retained Altman Vilandrie & Co. ("Altman") to serve as consultant to each of their respective groups. Though the groups indicated that their expected interests were not completely aligned, given their equal priority in the Debtors' capital structure, the Debtors engaged with the CTF Notes Group, the Legacy Notes Group, their respective advisors, and Altman, as one unitary group (the "Noteholder Groups").

26. On January 15, 2020, certain of the Noteholder Groups' principals signed non-disclosure agreements to facilitate discussions regarding potential transactions to address the Debtors' capital structure and held several meetings to discuss the Debtors' performance, including go-forward business plans. In February and March of 2020, the Debtors and the Noteholder

Groups exchanged several term sheets and held multiple in-person and telephonic meetings in an attempt to achieve a restructuring transaction. Meanwhile, the Debtors also opened a dialogue with advisors representing other various stakeholders. Specifically, this included an ad hoc group representing certain of the Debtors' secured funded indebtedness, led by Paul, Weiss, Rifkind, Wharton & Garrison LLP (as counsel) and PJT Partners LP (as financial advisors) to gain consensus across the Debtors' capital structure and ensure consensual post-petition financing.

27. As the negotiations progressed, the Debtors and the Noteholder Groups honed in on a narrow set of key issues to reach consensus on a term sheet that would serve as the cornerstone of a comprehensive restructuring. The Debtors elected to forgo an interest payment due March 15, 2020, on certain of the Senior Notes and entered into a 60-day grace period in order to continue the negotiation process and evaluate potential economic structures that would be key to building consensus.

28. During the grace period, the COVID-19 pandemic created a public health and economic crisis in the United States. Because of the resulting market disruption, it became clear to the Debtors' management team that ongoing business risks could pose potential liquidity challenges that were previously unforeseen, and would likely cause the Debtors to miss their business forecasts. Though the Debtors continued to engage with the Noteholder Groups to maximize consensus, as the COVID-19 pandemic unfolded, it became apparent that preserving cash on hand was vital for the Debtors given indefinite potential liquidity challenges and market uncertainty. The parties came to an impasse on certain final points and were unable to settle upon a consensual term sheet across the Noteholder Groups. On March 27, 2020, after being unable to reach an agreement during initial negotiations with the Noteholder Groups, the parties publicly

cleansed[5] their term sheets, but continued to engage through their respective advisors. The Debtors and the Consenting Noteholders continued to engage through their respective advisors to close out final key points.

29. On April 14, 2020, after extensive, arm's-length negotiations that played out over several months, the Debtors executed the Restructuring Support Agreement with the Consenting Noteholders, which will put the Debtors on a path toward maximizing stakeholder recoveries, allowing operational continuity, and ensuring a viable enterprise upon emergence.

C. The Proposed Restructuring.

30. After a series of proposals and counter-proposals, the Debtors and the Noteholder Groups made meaningful progress on the terms of a comprehensive restructuring, pursuant to the contemplated restructuring terms set out in the Restructuring Support Agreement. As a result of proactive, extensive negotiations with the Noteholder Groups, the Debtors begin these cases with a Restructuring Support Agreement in-hand that contemplates a value-maximizing restructuring transaction, which has the support of holders of more than seventy-five percent of the Senior Notes. The Debtors filed these chapter 11 cases to implement their restructuring pursuant to the terms of a plan contemplated by the Restructuring Support Agreement, thereby bolstering their long-term growth prospects and providing opportunities to expand their businesses. The Restructuring Support Agreement, which represents the successful culmination of months of restructuring efforts and numerous compromises and concessions by the Consenting Noteholders, gives the Debtors the best opportunity to maximize value for the benefit of all of their stakeholders. The following graphic compares the Debtors' current capital structure with the proposed post-emergence capital structure contemplated by the Restructuring Support Agreement.

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[5] *See* Frontier Communications Corporation, Regulation F-D Disclosure (Form 8-K) (Mar 27, 2020).

Debtors' Pro Forma Capital Structure

($ in millions)

Creditor Class	Claim[1]	Cash Distributed	New Debt Received[1] 1L Debt	2L Debt	Subsidiary Debt	Senior Notes	Pro Forma Equity Ownership[4]
Revolver	$749	$749	$ -	$ -	$ -	$ -	0%
Term Loan B	1,695	-	1,695	-	-	-	0%
1L Notes and Other[2]	1,664	-	1,664	-	-	-	0%
2L Debt	1,600	-	-	1,600	-	-	0%
Subsidiary Debt[3]	856	-	-	-	856	-	0%
Senior Notes	10,949	TBD[5]	-	-	-	750[6]	100%
Equity	NA	-	-	-	-	-	0%
Total	**$17,513**	**$749**	**$3,359**	**$1,600**	**$856**	**$750**	**100%**

1. For illustrative purposes, reflects principal balance excluding accrued interest and amortization during the bankruptcy
2. Includes $1.65 billion of First Lien Notes and $14 million of Industrial Development Revenue Bonds
3. Includes $750 million of subsidiary Unsecured Notes, $100mm of subsidiary Secured Notes and $6 million of RUS Loan Contracts (secured)
4. Subject to dilution from MIP provided for in term sheet.
5. Senior Notes receive excess cash above $150mm at Effective Date; refer to term sheet for detail attached as Exhibit B to **Exhibit B** (the Restructuring Support Agreement).
6. Refer to term sheet for detail on terms attached as Exhibit B to **Exhibit B** for terms of Take-Back debt.

31. The Restructuring Support Agreement sets the Debtors on a path to file a plan of reorganization in order to effectuate this balance sheet restructuring within the first 30 days of these chapter 11 cases. The Debtors stand positioned to emerge from chapter 11 as a stronger and better-capitalized enterprise that is better able to leverage their national platform and go-forward investments for sustained success.

32. To minimize adverse effects of commencing these chapter 11 cases on their businesses—and to allow the Debtors to perform and meet those obligations necessary to fulfill their duties as debtors in possession—the Debtors filed the First Day Motions contemporaneously herewith. I have reviewed and am familiar with the contents of each First Day Motion, and believe that the relief sought in each First Day Motion: (a) is necessary to enable the Debtors to operate in chapter 11 with minimum disruption to its customers, employees, and other stakeholders or loss of productivity or value; (b) constitutes a critical element in achieving a successful restructuring of the Debtors; (c) best serves the Debtors' estates by allowing business operations to continue uninterrupted; and (d) is, in those instances where the relief seeks immediate payment of prepetition amounts, necessary to avoid immediate and harmful damage to business operations.

The facts stated in **Exhibit A** are true and correct to the best of my information, knowledge, and belief.

33. To familiarize the Court with the Debtors, their businesses, and the circumstances leading to these chapter 11 cases, I have organized this Declaration as follows:

- **Part I** provides a general overview of Frontier's business operations and corporate structure;
- **Part II** describes the Debtors' prepetition capital structure;
- **Part III** describes the circumstances leading to the commencement of these chapter 11 cases and describes the Restructuring Support Agreement as well as the Proposed DIP Financing, and Committed Exit Facility (both as defined herein);
- **Part IV** summarizes the factual bases supporting the First Day motions; and
- **Part V** sets forth certain additional information about the Debtors as required by Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York.

Part I
General Background

A. The Company's Corporate History.

34. The Company's predecessor, Citizens Utilities Company, formed as a utility conglomerate in 1935, with electric, water, gas, and telephone businesses. While the telephone business was a small part of the Company's operations for most of the 20th century, the breakup of the Bell Telephone system in 1982 and successful acquisitions throughout the 1990s and early 2000s led to increased focus on telecommunications. In 2008, the Company rebranded as Frontier Communications Corporation, exclusively focusing on the telecommunications sector.

35. The Company grew exponentially through a series of Growth Transactions[6] from 2010 through 2016. In 2010, the Company purchased the landline operations of Verizon in 14 states. This more than doubled the size of the Company. In 2014, the Company acquired AT&T's

[6] For a further discussion of the Growth Transactions, see Part III.A.

("AT&T") landline operations in Connecticut. In 2016, the Company greatly expanded into urban and suburban markets through the purchase of Verizon's landline operations in California, Texas, and Florida. The CTF Transaction doubled the size of the Company for a second time in a six-year span.

36. Today, the Company conducts its business operations through Frontier and Frontier's 103 direct and indirect subsidiaries. Frontier and several of these subsidiaries hold PUC ILEC certifications and competitive local exchange carrier ("CLEC"), long-distance certifications, FCC licenses, and other authorizations, all of which permit the Company to operate in certain regions and provide telecommunications services. Frontier and ten of its subsidiaries[7] are obligors on the Debtors' funded debt, as issuer, borrower, guarantor, and/or grantor. Further, equity interests in several subsidiaries that are not obligors on the Debtors' funded debt have been pledged to secure various debt instruments. The Debtors' corporate organizational chart is attached as **Exhibit C**.

B. The Company's Scope of Operations.

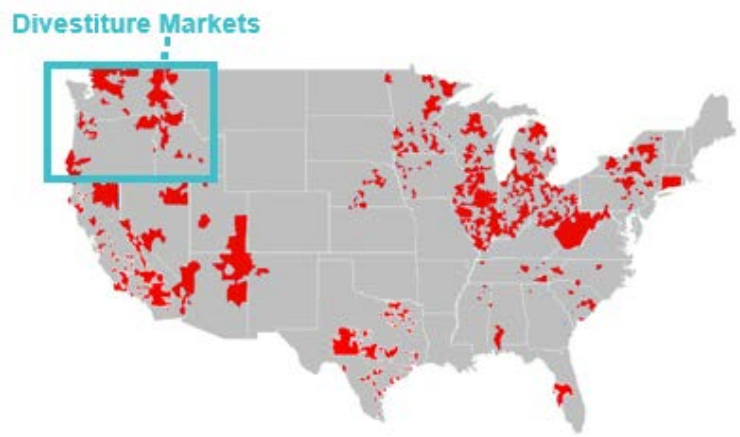
37. As of December 31, 2019, the Company has approximately 4.1 million total customers, comprised of approximately 3.5 million broadband, 2.6 million voice, and 660 thousand video subscribers and 18,300 employees, operating in 29 states.[8] The Company's management team oversees the Company's operations from the Company's headquarters in Norwalk, Connecticut. Additionally, several managerial functions are performed outside of the

[7] The subsidiaries include Frontier Southwest Incorporated, Frontier Florida LLC, Frontier Communications Northwest Inc., Frontier Communications of Iowa, LLC, Frontier Communications of Wisconsin LLC, Frontier Communications of Minnesota, Inc., Citizens Telecommunications Company of Minnesota, LLC, Citizens Telecommunications Company of Tennessee L.L.C., and Citizens Telecommunications Company of Utah, and Frontier Video Services Inc. (as a grantor).

[8] These figures reflect the Company prior to the close of the Pacific Northwest Transaction. Revenues for the territories being sold represent approximately seven percent of consolidated revenue for the year ended December 31, 2019.

Company's headquarters in Norwalk. These include, but are not limited to, payroll processing, procurement functions, information technology, marketing, and functions in other regions within the Company' service territory.

Company's Service Territories



1. Company's Infrastructure.

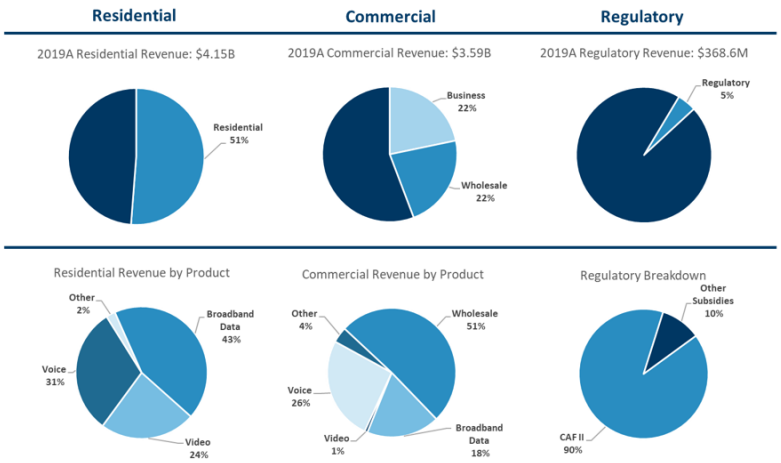
38. As described above, the Company principally operates as an ILEC providing traditional landline, voice, and data services to consumers. The Company's network is extensive, consisting of over 180,000 route miles of fiber and approximately 6,400 fiber-connected cell towers (serving approximately 7,200 carrier cell sites on those towers), after the Pacific Northwest Transaction. The Company connects to households, business locations, and cell towers in its service territories using a combination of fiber optic, copper, and wireless technologies. The Company also owns fiber optic and copper cable, which are the primary transport technologies between the Company's central offices, remote facilities, and interconnection points with other telecommunications carriers.

39. To focus investment and better respond to ongoing technological changes, the Company requires capital to potentially upgrade to its copper network to fiber in key locations across the current service territories to increase its competitiveness for consumer, commercial, and

wholesale customers, including mobile network operators. The Company has previously sought, and intends to continue to seek, state and/or federal subsidies for the expansion and enhancement of broadband in rural areas within certain of the Company's current service areas. In addition, the Company anticipates reducing costs by sharing best practices across its operations, centralizing and standardizing functions and processes, and deploying more updated technologies and systems that increase efficiency and profitability.

2. Company Services and Products.

Frontier Revenue Mix (2019 Revenue)



40. As a diversified telecommunications company, the Company provides a broad portfolio of communications services. The Company offers its services to all types of residential and business customers. In 2019, residential segments accounted for 51 percent of total revenue, while the commercial segment, which includes business and wholesale, (44 percent), and regulatory (5 percent)[9] segments are responsible for the remaining revenue streams. The Company's key products and services include data and internet, video, voice, access, managed IT

[9] Regulatory revenue includes revenues generated from cost subsidies from state and federal authorities, including the $332 million in Connect America Fund Phase II funding in 2019.

solution, hardware resale, and a broad range of complex communications services across their customer base. The Company also serves high-cost rural areas that have been historically underserved by telecommunications infrastructure, aided by federal funding received through the Connect America Fund ("CAF"). The Company's wholesale business serves carrier customers from the largest national operators (*i.e.*, Verizon, AT&T, etc) to mid-market managed service providers, as well as hyperscalers (*i.e.*, Google, Netflix, etc.). Carrier customers buy both voice and data services to augment their own network infrastructure. The following highlights the Company's primary services.

41. ***Internet and Data Services***. The Company offers a comprehensive range of broadband and networking services, utilizing a mix of fiber and copper networks. The principal residential consumer service the Company provides is broadband internet service for 2.7 million residential subscribers after the Pacific Northwest Transaction. In certain of its consumer networks, the Company has a high concentration of aged copper wireline facilities, which provide internet service to customers at non-competitive speeds. The Company's fiber network, pro forma for the Pacific Northwest Transaction, stretches 180,000 miles and is available to over 20 percent of the Company's service areas, based on broadband-serviceable homes passed. The Company provides internet and data services to commercial customers, including a complete portfolio of Ethernet, dedicated internet, software defined wide area network, managed Wi-Fi, time division multiplexing data transport, and optical transport services.

42. ***Video Services.*** The Company offers video services under the Verizon FiOS brand in portions of California, Texas, Florida, Indiana, Oregon, and Washington and under the Vantage brand in portions of Connecticut, North Carolina, South Carolina, Minnesota, Illinois, New York, and Ohio. The Company also offers satellite TV video service to its customers under an agency

relationship with DISH Networks in additional markets. Residential customers account for most of the Company's video revenue. The modern trend towards video "cord cutting," mitigation to over-the-top video content, and the ongoing rise in video content prices have led to a decline in video revenue streams.

43. ***Voice Services.*** The Company provides voice services, including "traditional voice" (TDM) services, VoIP, long-distance, and voice messaging services, to consumer and commercial customers in all of its markets. Long-distance service to and from points outside the Company's operating properties are provided by interconnection with the facilities of interexchange carriers. Approximately 31 percent of Company revenue for 2019 was derived from voice services, including "traditional voice" TDM voice, which continues to be a diminishing portion of the Company's business.

3. Government Funded Rural Telecommunication Initiatives.

44. In addition to revenue from service offerings, the Company has received funds from FCC and state led programs that are intended to replace prior telephone high cost service subsidies and support voice and/or data services in high-cost, unserved and underserved areas. On the federal side, the FCC's CAF program has historically provided funding in certain areas across the Company's footprint, and the Company is evaluating participation in the Rural Digital Opportunity Fund ("RDOF"), a $20.4 billion program aimed at subsidizing the deployment of a high-speed broadband network and voice service in certain unserved and underserved rural areas. On the state side, certain but not all states have state universal services and/or specific grant programs to support voice and/or data service in high cost, hard-to-serve areas.

45. The Company has expanded broadband access in states with large rural populations, such as Indiana, Nebraska, and West Virginia through the CAF program. The Company has accepted CAF funding in certain of its 29 states, which provides $332 million,

including approximately $19 million in the four states being divested in the Pacific Northwest Transaction, in annual support through 2021 in exchange for a commitment to make 10/1 Mbps broadband available to approximately 774,000 locations in these areas (of which approximately 41,000 locations are in states divested as part of the Pacific Northwest Transition). On August 1, 2019, the FCC adopted a notice of proposed rulemaking to establish RDOF as the next phase of the CAF program. In the notice, the FCC proposed two auctions totaling up to $20.4 billion of support over ten years. In the first auction, the FCC plans to offer up to $16 billion in support over ten years ($1.6 billion annually) for an estimated six million locations that do not have access to a certain minimum internet speed service (measured by at least 25/3 Mbps and/or voice service based on the FCC's current maps). While the RDOF program has not been finalized, it could result in a material change in the level of funding the Company receives from the FCC as early as 2022.

46. In addition, twelve states have state universal service funds, from which the Company receives funding to support voice and/or broadband service build out in rural communities. The approximate benefit is approximately $26 million (of which $6 million is in states divested as part of the Pacific Northwest Transaction).

C. Regulatory Environment.

47. The Company's operations are subject to federal, state, and local regulation, each of which require unique regulatory authorizations for the Company's regulated service offerings.

1. Federal Communications Commission.

48. At the federal level, the FCC generally exercises jurisdiction over information services, interstate or international telecommunications services, and facilities to the extent they are used to provide, originate, or terminate interstate or international services.

49. The FCC's authority to review any proposed transaction, including reorganization in bankruptcy, is triggered by the assignment or transfer of the Company's FCC licenses. When

an entity files for bankruptcy, FCC licenses are assigned as a matter of law from the licensee to the licensee as debtor-in-possession. The FCC considers this to be an involuntary, *pro forma* assignment and requires that the licensee file a notification with the agency as soon as practicable after the bankruptcy filing. Therefore, FCC approval will be required to assign various interstate, long distance, and wireless licenses to Reorganized Frontier.

50. In addition, the Federal Trade Commission maintains oversight of the Company's general consumer business practices, including advertising and other disclosures and representations.

2. State PUCs.

51. The Company operates as an ILEC in 29 states. PUCs generally exercise jurisdiction over intrastate voice and related telecommunications services. Certain state agencies, including attorneys general, monitor and exercise oversight related to consumer protection issues, including marketing, sales, provision of services, and service charges.

52. Under the Federal Telecommunications Act of 1996, state regulatory commissions have jurisdiction to set certain rates, arbitrate, and review interconnection disputes and agreements between ILECs and competitive local exchange carriers, in accordance with rules set by the FCC.

53. In certain of the jurisdictions in which the Company operates, the proposed reorganization may be considered a "transfer of control" and, therefore, may be subject to regulatory approval based upon public interest legal standards. In some states where the Company operates as an ILEC, the PUCs also require prior approval for certain ILEC financing transactions in which the assets or operations of the ILEC will be encumbered or the ILEC is assuming or guaranteeing affiliate debt obligations. Additionally, in some states the Company is subject to operating restrictions and minimum service quality standards, and needs to provide "universal

service" as a "carrier of last resort" in its service territory. Failure to satisfy these requirements may result in financial and/or operational restrictions.

3. Local Regulatory Bodies.

54. Local governments often regulate the public rights-of-way necessary to install and operate networks and may require service providers to obtain licenses or franchises regulating their use of those rights-of-way. In addition, in some states where the Company provides video services, it may be subject to transfer of control provisions for its cable TV/video services contained in local franchise agreements with local municipalities and government authorities.

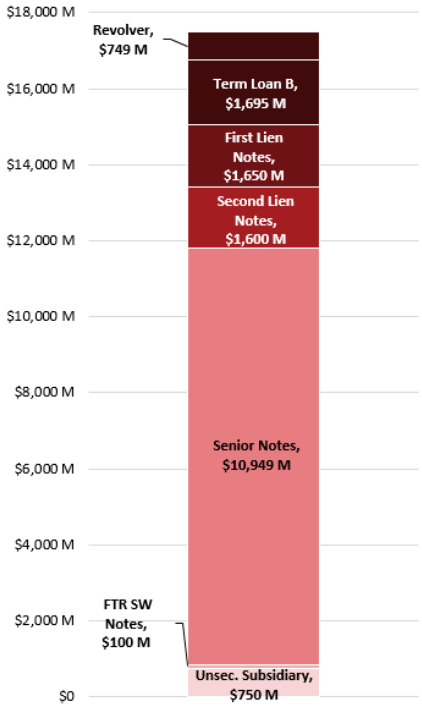
D. Pacific Northwest Transaction.

55. In May 2019, Frontier entered into a definitive agreement to sell its operations and associated assets in Washington, Oregon, Idaho, and Montana for $1.352 billion in cash, subject to certain closing adjustments, including adjustments for working capital and certain pension and retiree medical liabilities. The sale is expected to close on April 30, 2020, subject to customary closing conditions. In connection with the sale, the Company has entered into a transition services agreement with the purchaser to provide various network and support services for a minimum of six months following the transaction closing. Of the entities that are funded debt obligors, only two entities are parties to that certain definitive agreement with Northwest Fiber, LLC, dated as of May 28, 2019—Frontier and Frontier Communications Northwest Inc. The Debtors are filing a motion to assume the definitive agreement for the Pacific Northwest Transaction during these chapter 11 cases ("PNW Sale Assumption Motion").

Part II
The Debtors' Prepetition Capital Structure

56. As of the Petition Date, the Debtors were liable for approximately $17.5 billion of funded debt obligations. The table below summarizes the Debtors' prepetition capital structure as of the Petition Date:

Capital Structure (as of Petition Date)



Facility	Maturity	Amount Outstanding
Frontier – First Lien Debt Obligations[1]		
Revolver	02/27/2024	$749 million
Term Loan B	06/15/2024	$1,695 million
First Lien Notes	04/01/2027	$1,650 million
Frontier – Second Lien Debt Obligations		
Second Lien Notes	04/01/2026	$1,600 million
	Frontier - Total Secured Obligations	**$5,708 million**
Frontier – Unsecured Obligations		
Senior Notes	Varying (2020 – 2046)	$10,949 million
	Frontier – Total Funded Debt	**$16,657 million**
Subsidiary – Secured Obligations[2]		
FTR SW Notes[3]	11/15/2031	$100 million
Subsidiary – Unsecured Obligations		
Notes	Varying (2027– 2029)	$750 million
	Subsidiary – Total Funded Debt	**$856 million**
	Debtors – Aggregate Total Funded Debt	**$17,513 million**

[1] Frontier has $14 million in Industrial Development Revenue Bonds as well.
[2] Frontier has $6 million of Rural Utilities Service loan contracts at the subsidiary level.
[3] The FTR SW Notes are secured by a first priority lien on all assets of FTR SW. As such, the collateral package is different relative to Frontier's secured indebtedness (which contains equity pledges of certain subsidiaries as opposed to liens on their assets).

E. Frontier Communications Issued First Priority Debt.

1. JP Morgan Credit Facilities.

57. On February 27, 2017, the Debtors entered into a first amended and restated credit agreement with JPMorgan Chase Bank, N.A., as administrative agent and the lenders party thereto, pursuant to which the Company combined its revolving credit agreement, dated as of June 2, 2014, and its term loan credit agreement, dated as of August 12, 2015 (as amended to date, the "JPM Credit Agreement"). Under the JPM Credit Agreement, the Debtors have a $1.695 billion senior

secured Term Loan B facility (the "Term Loan B") maturing on June 15, 2024 and an $850 million secured revolving credit facility maturing on February 27, 2024 (the "Revolver," collectively with the Term Loan B, the "Senior Secured Credit Facilities"), in each case, subject to the maturity acceleration provisions described below.

58. The maturities of the Term Loan B and the Revolver, in each case if still outstanding, will be accelerated in the following circumstances: (a) if, 91 days before the maturity date of any series of Senior Notes (as defined herein) maturing in 2020, 2023 and 2024, more than $500 million in principal amount remains outstanding on such series; or (b) if, 91 days before the maturity date of the first series of Senior Notes maturing in 2021 or 2022, more than $500 million in principal amount remains outstanding, in the aggregate, on the two series of Senior Notes maturing in such year.

59. The determination of interest rates for the Term Loan B and Revolver under the JPM Credit Agreement is based on margins over the Alternate Base Rate (as defined in the JPM Credit Agreement) (the "ABR Loans" referred to in the JPM Credit Agreement), or over the Adjusted LIBOR Rate (as defined in the JPM Credit Agreement) (the "Eurodollar Loans" referred to in the JPM Credit Agreement), at the election of Frontier. Interest rate margins on the Revolver (ranging from 1.00% to 2.00% for ABR Loans and 2.00% to 3.00% for Eurodollar Loans) are subject to adjustment based on Frontier's Leverage Ratio (as defined in the JPM Credit Agreement). The interest rate on the Revolver as of December 31, 2019 was Adjusted LIBOR Rate plus 3.00%. The collateral securing the JPM Credit Agreement is limited to the equity interests of certain subsidiaries of Frontier and substantially all personal property of Frontier Video Services, Inc. As of the Petition Date, Frontier had borrowings of $749 million outstanding under the Revolver (with letters of credit issued under the Revolver totaling an additional $101 million).

60. On March 15, 2019, the Debtors used proceeds from the offering of First Lien Notes, together with cash on hand, to repay in full the outstanding borrowings under its $1.625 billion senior secured Term Loan A facility, which otherwise would have matured in March 2021, as described below. In addition, in March 2019 and April 2019, the Debtors amended the JPM Credit Agreement to, among other things (a) extend the maturity date of the Revolver from February 27, 2022 to February 27, 2024, (b) increase the interest rate applicable to such revolving loans by 0.25% and (c) make certain modifications to the debt and restricted payment covenants.

2. First Lien Notes.

61. On March 15, 2019, Frontier issued $1.65 billion aggregate principal amount of 8.000% First Lien Secured Notes due 2027 (the "First Lien Notes") pursuant to the indenture, dated as of March 15, 2019, by and among Frontier, as issuer, the guarantors party thereto, and Wilmington Trust, National Association, as successor trustee, and JPMorgan Chase Bank, N.A., as collateral agent.

62. Each of the Company's subsidiaries that guarantees the Debtors' Senior Secured Credit Facilities (the "Guarantors") guaranteed the First Lien Notes. The First Lien Notes are secured on a first-priority basis by a security interest that is *pari passu* with the first lien security interest securing the Debtors' obligations under the JPM Credit Agreement.

63. The First Lien Notes mature on April 1, 2027 and bear interest at a rate of 8.000% per annum. Interest on the First Lien Notes is payable to holders of record semi-annually in arrears on April 1 and October 1 of each year.

3. Industrial Development Revenue Bonds.

64. As of the Petition Date, the Debtors had a total of approximately $14 million outstanding aggregate principal amount of industrial development revenue bonds due May 1, 2030.

F. Frontier Communications Issued Second Priority Debt.

1. Second Lien Notes.

65. On March 19, 2018, Frontier issued $1.6 billion aggregate principal amount of 8.500% Second Lien Secured Notes due April 1, 2026 (the "Second Lien Notes") pursuant to an indenture, dated as of March 19, 2018, by and among Frontier, as issuer, the Guarantors and Wilmington Savings Fund Society FSB, as successor trustee and collateral agent (the "Second Lien Indenture"). The Guarantors guaranteed the Second Lien Notes.

66. The Second Lien Notes bear interest at a rate of 8.500% per annum. Interest on the Second Lien Notes is payable semi-annually in arrears on April 1 and October 1 of each year, commencing October 1, 2018. On July 3, 2018, Frontier amended the collateral package for the Second Lien Notes as a result of changes to the collateral package securing Frontier's Senior Secured Credit Facilities to replace certain subsidiary equity pledges with pledges of the equity interest of certain first-tier subsidiaries of Frontier.

G. Debtors' Senior Notes.

67. As of the Petition Date, Frontier has issued approximately $10.95 billion aggregate principal amount of unsecured senior notes. This unsecured debt is not guaranteed by any of Frontier's subsidiaries. All Senior Notes (as defined herein) are *pari passu* in right of payment.

1. CTF Notes.

68. On September 25, 2015, as part of the financing of the CTF Transaction, Frontier completed a private offering of $6.6 billion aggregate principal amount of unsecured senior notes (the "CTF Notes"). In June 2016, Frontier completed an exchange offer of registered senior notes for the privately placed senior notes. Frontier issued the CTF Notes pursuant to an indenture, as amended or supplemented, dated as of September 25, 2015, by and between Frontier Communications Corporation, as issuer, and The Bank of New York Mellon, as trustee.

69. As of the Petition Date, the Debtors had $5.84 billion outstanding aggregate principal amount of CTF Notes, comprised of: (a) $55 million aggregate principal amount of notes bearing interest at a rate of 8.875% per annum, due September 15, 2020; (b) $2.19 billion aggregate principal amount of notes bearing interest at a rate of 10.500% per annum, due September 15, 2022; and (c) $3.60 billion aggregate principal amount of notes bearing interest at a rate of 11.000%, due September 15, 2025.

2. Legacy Notes.

70. As of the Petition Date, the Debtors had $5.11 billion outstanding aggregate principal amount of senior unsecured notes and debentures that were obligations of the Debtors prior to the CTF Transaction (the "Legacy Notes"). The Legacy Notes are comprised of: (a) $172 million aggregate principal amount of notes bearing interest at a rate of 8.500% per annum, due April 15, 2020 (the "Legacy Notes due 2020"); (b) $89 million aggregate principal amount of notes bearing interest at a rate of 9.250% per annum, due July 1, 2021; (c) $220 million aggregate principal amount of notes bearing interest at a rate of 6.250% per annum, due September 15, 2021 (the "Legacy Notes due 2021"); (d) $500 million aggregate principal amount of notes bearing interest at a rate of 8.750% per annum, due April 15, 2022 (the "Legacy Notes due 2022"); (e) $850 million aggregate principal amount of notes bearing interest at a rate of 7.125% per annum, due January 15, 2023; (f) $750 million aggregate principal amount of notes bearing interest at a rate of 7.625% per annum, due April 15, 2024; (g) $775 million aggregate principal amount of notes bearing interest at a rate of 6.875% per annum, due January 15, 2025 (the "Legacy Notes due 2025"); (h) $138 million aggregate principal amount of debentures bearing interest at a rate of 7.000% per annum, due November 1, 2025; (i) $2 million aggregate principal amount of debentures bearing interest at a rate of 6.800% per annum, due August 15, 2026; (j) $346 million aggregate principal amount of notes bearing interest at a rate of 7.875% per annum, due January

15, 2027; (k) $945 million aggregate principal amount of notes bearing interest at a rate of 9.000% per annum, due August 15, 2031; (l) $1 million aggregate principal amount of debentures bearing interest at a rate of 7.680% per annum, due October 1, 2034; (m) $125 million aggregate principal amount of debentures bearing interest at a rate of 7.450% per annum, due July 1, 2035; and (n) $193 million aggregate principal amount of debentures bearing interest at a rate of 7.050% per annum, due October 1, 2046.

71. New Communications Holding Inc. issued the Legacy Notes due 2020 and Legacy Notes due 2022 (collectively, the "2010 Verizon Transaction Notes") in connection with the 2010 Verizon Transaction (as defined herein) pursuant to that certain indenture, dated as of April 12, 2010, by and between New Communications Holdings Inc., as issuer, and The Bank of New York Mellon, as trustee. Frontier assumed the 2010 Verizon Transaction Notes pursuant to a supplemental indenture, dated as of July 1, 2010, by and between Frontier Communications Corporation and The Bank of New York Mellon.

72. Frontier issued the Legacy Notes due 2021 and Legacy Notes due 2025 on September 17, 2014 in connection with the 2014 AT&T Transaction (as defined herein) pursuant to that certain indenture, as amended or supplemented, dated as of April 9, 2009, by and among Frontier Communications Corporation, as issuer, and The Bank of New York Mellon, as trustee.

H. Secured Debt Issued by Subsidiaries.

73. As of the Petition Date, Frontier Southwest Incorporated had $100 million outstanding aggregate principal amount of secured notes due November 15, 2031 issued pursuant to that certain indenture, as amended, restated, or supplemented, dated as of June 1, 1940, by and between Frontier Southwest Incorporated (formerly known as Southwestern Associated Telephone Company), as issuer, and BOKF, NA (as successor to First National Bank in Dallas), as trustee

(the "Frontier Southwest Notes"). The Frontier Southwest Notes accrue at an interest rate of 8.500%.

74. As of the Petition Date, Citizens Utilities Rural Company had approximately $6 million outstanding aggregate principal amount in Rural Utilities Service ("RUS") loan contracts due January 3, 2028 that accrue at an interest rate of 6.154%.

I. Unsecured Debt Issued By Subsidiaries.

75. As of the Petition Date, Frontier California Inc. had $200 million outstanding aggregate principal amount of unsecured notes due May 15, 2027 issued pursuant to that certain indenture, as amended or supplemented, dated as of December 1, 1993, by and between Frontier California Inc. (formerly known as GTE California Inc.), as issuers, and U.S. Bank Trust National Association (as successor to Bank of America National Trust and Savings Association), as trustee (the "Frontier California Notes"). The Frontier California Notes accrue at an interest rate of 6.750%.

76. As of the Petition Date, Frontier Florida LLC had $300 million outstanding aggregate principal amount of unsecured notes due on February 1, 2028 issued pursuant to that certain indenture, as amended or supplemented, dated as of November 1, 1993, by and between Frontier Florida LLC (formerly known as GTE Florida Inc.), as issuers, and U.S. Bank National Association (as successor to NationsBank of Georgia, National Association), as trustee (the "Frontier Florida Notes"). The Frontier Florida Notes accrue at an interest rate of 6.860%.

77. As of the Petition Date, Frontier North Inc. had $200 million outstanding aggregate principal amount of unsecured notes due February 15, 2028 issued pursuant to that certain indenture, dated as of January 1, 1993, by and between the Frontier North Inc. (formerly known as GTE North Inc.), as issuers, and U.S. Bank National Association (as successor to The First

National Bank of Chicago), as trustee (the "Frontier North Notes"). The Frontier North Notes accrue at an interest rate of 6.730%.

78. As of the Petition Date, Frontier West Virginia Inc. had $50 million outstanding aggregate principal amount of unsecured notes due October 15, 2029 issued pursuant to that certain indenture, dated October 11, 1989, by and between The Chesapeake and Potomac Telephone Company of West Virginia, as issuers, and U.S. Bank Trust National (as successor to Merrill Lynch Capital Markets), as trustee (the "Frontier West Virginia Notes"). The Frontier West Virginia Notes accrue at an interest rate of 8.400%.

J. Frontier Common Stock.

79. Shares of Frontier's Class A common stock have traded on the NASDAQ Stock Market LLC ("NASDAQ") under the symbol "FTR." All outstanding shares of common stock are publicly owned. On December 16, 2019, the Company was notified by NASDAQ that it was not in compliance with NASDAQ's Listing Rule 5450(a)(1), as the minimum bid price of our common stock had been below $1.00 per share for 30 consecutive business days. Under NASDAQ's rules, the notification of noncompliance had no immediate effect on the listing or trading of Frontier's common stock and the Company had 180 days, or until June 15, 2020, to achieve compliance.[10]

80. As of December 31, 2019, Frontier had net operating loss carry forwards ("NOL") of approximately $1.6 billion available to offset its future federal taxable income. Frontier's ability to use these NOLs would be substantially limited if it experienced an "ownership change" within the meaning of section 382 of the Internal Revenue Code. On July 1, 2019, the Debtors adopted a shareholder rights plan (the "Rights Plan") designed to prevent any holder or group of holders

[10] *See* Frontier Communications Corporation, Annual Report 2019 (Form 10-K) (Mar. 31, 2020), page 3.

from obtaining effective control in the Debtors and effectively blocking strategic actions that may be beneficial to all shareholders without paying a fair control premium. Under the Rights Plan, if the rights become exercisable, all holders of rights (other than any triggering person) will be entitled to acquire shares of common stock at a 50 percent discount or Frontier may exchange each right held by such holders for two shares of common stock.

Part III
Events Leading to These Chapter 11 Proceedings

A. Growth Transactions Overleveraging the Capital Structure and Implementation Issues.

1. The Growth Transactions.

81. The telecommunications industry has been defined by continued growth and consolidation through mergers and acquisitions. By 2008, the Debtors had shed all of their other utility businesses to operate exclusively as a telecommunications provider. By 2009, the Debtors were the primary landline telecommunications provider in many rural areas, serving as the ILEC provider to 1.39 million customers.[11] The Debtors offered, in various forms, local telephone, long-distance calling, directory services, and DSL internet service. The Debtors also established bundled television services through a partnership with DISH Network Corporation.[12]

82. Around this time, industry competitors expressed interest in exiting landline communications. Seizing on the opportunity to expand its ILEC operations, the Debtors embarked on a series of three acquisitions, the Growth Transactions, that transformed the Debtors from a regional provider of telephone and DSL internet to a national provider of these services.

83. **2010 Verizon Transaction.** In 2009, the Debtors were offered the opportunity, through an acquisition of certain of Verizon's businesses, to expand their portfolio and to become the largest "rural" communication provider. Through the transaction, the Debtors recognized an opportunity to bring broadband to new markets and entered into an agreement to acquire the defined assets and liabilities of the local exchange business and related landline activities of Verizon in Arizona, Idaho, Illinois, Indiana, Michigan, Nevada, North Carolina, Ohio, Oregon, South Carolina, Washington, West Virginia, and Wisconsin, and in portions of California

[11] *See* Frontier Communications Corporation, Annual Report 2010 (Form 10-K) (Feb. 25, 2011), p. 9.
[12] *Id.* at p. 4.

bordering Arizona, Nevada, and Oregon (the "2010 Verizon Transaction"). The 2010 Verizon Transaction was financed with approximately $5.2 billion of common stock (Verizon shareholders received 678.5 million shares of Frontier common stock) plus the assumption of approximately $3.2 billion principal amount of unsecured notes.[13] Following closure of the 2010 Verizon Transaction on July 1, 2010, the Debtors had 3.5 million customers, 1.7 million broadband connections and 14,800 employees.[14]

84. **2014 AT&T Transaction.** On October 24, 2014, the Debtors acquired the wireline properties of AT&T in Connecticut for a purchase price of $2.0 billion in cash, excluding adjustments for working capital (the "2014 AT&T Transaction"). The Debtors entered Connecticut as an opportunity to leverage their network, information technology, engineering, administrative services, and procurement capabilities to realize scale and cost synergies[15] Following the 2014 AT&T Transaction, the Debtors owned and operated the wireline broadband, voice, and video business and statewide fiber network that provides services to residential, commercial, and wholesale customers in Connecticut. To finance the transaction, the Debtors completed a registered debt offering of the Legacy Notes due 2021 and Legacy Notes due 2025. The Debtors used the net proceeds from the offering of these notes, together with borrowings of $350 million under a since-retired term loan, and cash on hand, to finance the transaction.[16]

85. **2016 CTF Transaction.** On February 5, 2015, the Debtors entered into the CTF Transaction with Verizon to acquire Verizon's wireline operations that provide services to residential, commercial, and wholesale customers in California, Texas, and Florida for

[13] *Id.* at p. 3.
[14] *Id.* at p. 2.
[15] *See* Frontier Communications Corporation, Annual Report 2014 (Form 10-K) (Feb. 24, 2015), page 5.
[16] *Id.* at p. 2.

$10.54 billion.[17] Economies of scale were a large driver of the CTF Transaction.[18] The Debtors acquired 3.7 million voice connections, 2.2 million broadband connections, and 1.2 million FiOS video connections through the CTF Transaction. As a result of the CTF Transaction, the Debtors doubled in size, increasing their network to 5.4 million customers, 4.3 million broadband connections, and 28,300 employees.[19]

86. The Debtors financed the CTF Transaction through a mix of debt and equity issuances: a private debt offering of $6.6 billion of CTF Notes, a $1.5 billion senior secured delayed-draw term loan facility,[20] and a registered offering of $2.75 billion of preferred and common stock.[21] The CTF Transaction closed on April 1, 2016.[22]

2. Operational Issues After Expansion.

87. While the Growth Transactions transformed the Debtors' businesses, there were integration issues associated with such expansion. The Debtors received public complaints from customers about the pace and progress of the integration. As a result, the Debtors began to face a high rate of customer loss. In turn, to refocus resources on servicing legacy customers, the Debtors limited their marketing efforts, resulting in low customer growth in the new regions that were acquired in the Growth Transactions.

B. Industry-Specific Challenges.

1. Needed Infrastructure Updates Due to Constrained Capital Structure.

88. The telecommunications industry is undergoing significant changes in technology and consumer uses, preferences, and expectations. Wireless growth has been exponential and

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17 *See* Frontier Communications Corporation, Annual Report 2016 (Form 10-K) (Feb. 28, 2017), page 2.
18 *See* Frontier Communications Corporation, Press Release, (Feb. 5, 2015).
19 *Id.*
20 *See* Frontier Communications Corporation, Press Release, (Aug. 13, 2015).
21 *Id.*
22 *See* Frontier Communications Corporation, Quarterly Report Q1 2016 (Form 10-Q) (May 5, 2016).

customers have "cut the cord" to the Debtors' services. These customers have no tethered voice service and may use wireless service for internet access. Even within the "wireline" sector, the introduction of fiber-optics has allowed new entrants and existing competitors with access to capital to introduce networks in the Debtors' markets that are competitive with or superior to the Debtors' existing copper-based networks. Although expensive to deploy, fiber-based networks can provide faster broadband speeds and have a longer useful life compared to copper-based networks. Customer expectations and requirements have shifted because of the positive effect of these differences on broadband speeds, bandwidth, capacity, and performance.

89. The Debtors require a technology upgrade to their infrastructure, principally by enhancing their fiber-based footprint, which requires significant investment and capital expenditures. Several investment opportunities exist, and continue to exist, for the Debtors. With additional capital, the Debtors would have the flexibility to modernize certain of their existing copper-based networks with optical fiber, expanding the reach of the Debtors' existing fiber-based networks into areas most suitable and attractive for growth, and providing fiber backhaul for towers and small cell deployments. However, given the Debtors' current capital constraints, the Debtors do not have access to capital to make these necessary infrastructure investments. Increased liquidity and decreased debt servicing costs will make pursuing these strategic enhancements to technology and equipment feasible in many areas.

2. Competition and Shifting Industry Preferences.

90. Competition within the telecommunications industry is intense. Technological advances as well as regulatory and legislative changes have enabled a wide range of historically non-traditional communications service providers to compete with traditional providers, including the Debtors. The Debtors have experienced substantial, and in some cases complete, revenue attrition of intercarrier compensation (the charges other telecommunications pay to terminate

traffic on the Debtors' network) at the federal level and are still rate regulated by some state PUCs. In certain jurisdictions, the Debtors are subject to significant state and federal regulations, including, but not limited to, service quality performance standards that measure the Debtors on installation and repair intervals, customer service metrics, and outage frequency and duration, and carrier of last resort obligations, where the Debtors must bring landline facilities to anyone requesting voice service regardless of complexity or cost. Wireless, VOIP, and cable competitors are not subject to these same regulations and, as a result, have lower cost structures. The industry has also experienced substantial consolidation in recent years. Certain of the Debtors' competitors are larger and have more service offerings due to greater financial resources to invest in such technologies. All of these factors create downward pressure on the demand for and pricing of the Debtors' services. The Debtors primarily compete with:

- **Cable operators:** In a majority of the Debtors' markets, cable operators offer similar high speed internet, video, and voice services, and compete with the Debtors aggressively for consumer and business customers on speed and price.

- **Wireless carriers:** Wireless operators offer internet, video, and voice services and compete with the Debtors for consumer and business customers by offering packages with mobility and increasingly large data caps that utilize or will utilize the latest 5G technology to mobile customers.

- **Satellite providers:** In all of the Debtors' markets, satellite operators offer high speed internet, voice, and/or video services and compete with the Debtors aggressively for consumer and business customers on both price and performance.

- **Online video providers:** Some consumers are opting for internet-delivered video services through online service providers rather than traditional, multi-channel video. This practice is commonly called "cord cutting."[23] In response, the Debtors have taken steps to deliver such content to consumers.

- **Competitive fiber operators:** In many of the Debtors' markets, competitive operators have developed fiber network to compete with the Debtors' internet and data services, primarily for business and carrier customers.

[23] FCC, 2018 Communications Marketplace Report.

91. Additionally, the importance of reliable broadband and demand for faster broadband speeds is increasing. The FCC changed its definition of what constitutes advanced broadband capabilities for certain purposes to 25 megabits per second (Mbps) download and 3 Mbps upload (25/3) from the standard of 4 Mbps download and 1 Mbps upload (4/1) set in 2010.[24] Additionally, the percentage of total fixed connections in the US with a download speed of at least 25 Mbps has grown from 44 percent in 2014, to nearly 70 percent as of Dec 2017.[25] This trend emphasizes that the Debtors need to update their infrastructure from their current predominantly copper-based networks to better compete in the industry.

92. Coupled with these challenges, shifting consumer preferences away from traditional landline telephone and television services have impacted the Debtors' bottom line. As customers resort to voice and video "cord cutting," the Debtors have seen a decrease in both their voice and video subscription services. In the last 20 years, wireline ILECs' share of the voice market has declined from greater than 60 percent to less than 10 percent nationwide, driven by losses to wireless, CLEC and cable competitors.[26] During this same period, wireless connections increased by more than 250 percent from under 100 million to more than 348 million connections.[27] Further, near-ubiquitous 4G wireless coverage has made wireless-only phone service a much more viable option for consumers than it has been historically. With upgrades to 5G service, wireless operators will increasingly compete for broadband customers.

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[24] FCC, 2015 Broadband Progress Report.

[25] FCC, Internet Access Services as of Dec. 31, 2017.

[26] FCC, Voice Telephone Services Reports and Local Telephone Competition Reports, https://www.fcc.gov/voice-telephone-services-report.

[27] *Id.*

93. Given the increasing reliance of consumers on a fast broadband connection, the Debtors have a unique opportunity to invest in modernizing their network to improve speeds, quality, and performance. Further, the increase in video cord cutting also presents an opportunity for the Debtor to focus more on broadband products rather than content, where the Debtors are increasingly less competitive.

94. For video services, the Debtors have lost approximately 300,000 net video subscribers across all markets in the last two years.[28] At the same time, programming or "content" costs for video services have increased, with video streaming providers like Amazon and Netflix entering and capturing a substantial share of the market. Therefore, costs for content have risen such that incurring acquisition costs to add new customers to the Debtors' video product are not consistently profitable.

95. As described in Part I.C, the Debtors' businesses rely on certain government funding programs. Currently, it appears that the CAF-related cash flows are likely to expire or decline in beginning in 2022. However, the RDOF may also be an opportunity for the Debtors to upgrade existing areas, and the first phase of this program may include as many as one million locations in the Debtors' service territories. Considering the Debtors' extensive reach in rural areas, success or failure in the RDOF auction will impact the Debtors and their ability to provide more robust services in its service territory.

C. Exploration of Strategic Alternatives.

96. In response to these ongoing operational and financial challenges, the Debtors have consistently instituted measures to attract customers and attempted to increase their average revenue per customer. Despite these efforts, the steps taken in turnaround attempts were not

[28] *See* Frontier Communications Corporation, Annual Report 2019 (Form 10-K) (Mar. 31, 2020), page 35.

gaining traction, as the Debtors' subscriber base continued to decline at a rate of roughly 2 percent loss of customers per fiscal quarter for the past three years without a corresponding increase in revenue per customer.[29] Therefore, it became clear to the Debtors that current business initiatives alone would not provide sufficient deleveraging and satisfy their financial obligations, especially considering projections for continued headwinds.

97. As discussed in greater detail in Part I.B, in light of these substantial challenges, the Debtors proactively evaluated alternatives that would maximize value to all stakeholders. The Debtors recognized that challenges to operational performance and impending maturity walls required action. In March 2019, the Debtors executed the First Lien Issuance and the Credit Agreement amendment, which had the effect of extending debt maturities and providing the Debtors additional flexibility. The Debtors looked to liability management options to solve for future maturity walls, but after approximately nine months of robust analysis and discussion, the Finance Committee and the Advisors began to realize it was unlikely that a debt-oriented liability management transaction alone would achieve sufficient deleveraging to allow the Debtors to re-access the capital markets and/or adequately reinvest in the businesses to sustain or grow business performance. As a result, the Finance Committee and the Advisors pivoted to discussions regarding a comprehensive in-court transaction and engaged the holders of the $10.95 billion outstanding on the Senior Notes.

98. Over the course of the past several months, the Debtors have held multiple in-person and telephonic conferences with the Noteholder Groups, and have been in regular contact to develop a value-maximizing transaction for all constituents. As a result of these exchanges and negotiations, on April 14, 2020, the Debtors and the Noteholder Groups agreed to

[29] Frontier Communications Corporation, Third Quarter Investor Update, Nov. 5, 2019, p. 5.

the terms of a comprehensive restructuring proposal that the Debtors viewed as value maximizing and beneficial to all parties pursuant to the Restructuring Support Agreement.

D. Restructuring Support Agreement, Proposed DIP Financing, and Committed Exit Facility.

1. Restructuring Support Agreement.

99. The Restructuring Support Agreement contemplates a comprehensive reorganization achieved through a plan that will result in a substantial deleveraging of the Debtors' balance sheet by over $10 billion while paying in full all non-funded debt claims against the Debtors. The key financial components and commitments of the restructuring are as follows:

- all holders of secured debt will be repaid during these chapter 11 cases, paid in full on the Effective Date, or reinstated;
- the Debtors will enter into a debtor-in-possession financing facility ("DIP Facility"), with an option for conversion into an exit facility on the Effective Date, all claims under the DIP Facility not converted into an exit facility will be paid in cash on the Effective Date;
- holders of Senior Notes will receive their pro rata share of 100 percent of the common stock (subject to dilution) of Reorganized Frontier, $750 million of takeback debt (subject to downward adjustment) on either a third-lien or a to-be-agreed-upon basis depending on treatment of the second lien notes under a plan, and unrestricted cash of Reorganized Frontier in excess of $150 million as of the Effective Date;
- holders of general unsecured claims will be paid in full, reinstated, or otherwise unimpaired by the restructuring;
- holders of certain secured and unsecured notes held by the Debtors' subsidiaries will be reinstated or paid in full at the effective date; and
- Consenting Noteholders are entitled to designate two observers to the Company's Board (one from each of the Noteholder Groups), who will be entitled to participate in Board and Finance Committee discussions and deliberations, while the Restructuring Support Agreement is effective.

100. The level of consensus for this comprehensive reorganization reflects the efforts undertaken by the Debtors and the Consenting Noteholders, and the parties' belief in the Debtors' prospects as a reorganized enterprise. Importantly, the plan contemplated by the Restructuring

Support Agreement proposes to pay in full all non-funded debt. In so doing, the Restructuring Support Agreement is intended to minimize any potential adverse effects to the Debtors' businesses and thus positioning the Debtors for a prompt confirmation of a plan of reorganization and a successful regulatory approval process.

2. Proposed DIP Financing.

101. In a true testament to the strength of Frontier's reorganizational prospects, Frontier has been able secure fully-committed new money financing of up to $460 million in debtor-in-possession financing (the "DIP Facility"). Goldman Sachs Bank USA ("Goldman") will act as administrative agent and lead arranger for the DIP Facility. Pursuant to the DIP Credit Agreement, the Debtors have agreed to pay certain fees in connection with the extension of credit under the DIP Facility, which are included in the budget pertaining to the DIP Facility.

102. The availability of the DIP Facility, which the Debtors are not requesting for on an interim basis, but only upon entry of a final order, will provide sufficient liquidity to fund these chapter 11 cases, the Debtors' general corporate operations, and signal to the Debtors' customers, vendors, employees, and lenders that operations will continue in the ordinary course. Further, the letter of credit capacity thereunder is necessary to competitively bid in the upcoming RDOF auction, and the Debtors' success or failure in the RDOF auction will affect the Debtors' ability to provide more robust services in its operational territories.

103. The Debtors believe the DIP Facility will maximize the value of the Debtors' estates as they seek to implement the restructuring contemplated by the Restructuring Support Agreement pursuant to a plan.

3. Committed Exit Financing.

104. To ensure the Debtors have sufficient liquidity upon emergence from these chapter 11 cases to continue operations in the ordinary course and effectuate their go-forward

business plan, upon the Effective Date, the DIP Facility provides for certain mechanisms by which the DIP Facility will be converted to an exit revolving credit facility, replacing the Debtors' current Revolver. In short, all borrowings and undrawn commitments under the DIP Facility will, upon satisfaction of applicable conditions, be converted into a senior secured revolving exit facility (the "Exit Revolving Facility"). This exit commitment, to convert the DIP Facility into the Exit Revolving Facility (rather than seeking to be paid in cash in full at emergence), provides the Debtors with a clear and reliable path to emerge from chapter 11 in an expeditious manner with a stronger balance sheet.

4. Case Milestones under the Restructuring Support Agreement.

105. As provided in the Restructuring Support Agreement, the Debtors and the Consenting Noteholders agreed to certain milestones, as follows:

Event	Date
File the DIP Motion (including the proposed Interim DIP Order) and the PNW Sale Assumption Motion;	No later than one (1) Business Day after the Petition Date
Debtors shall commence the Chapter 11 Cases	No later than April 14, 2020
Bankruptcy Court shall have entered the Interim DIP Order	No later than three (3) calendar days after the Petition Date
File the Plan and Disclosure Statement and motion for approval of the Disclosure Statement and associated solicitation procedures	No later than thirty (30) calendar days after the Petition Date
Final DIP Order	No later than forty-five (45) calendar days after the Petition Date
The "Closing Date" (as such term is defined in the PNW Purchase Agreement) shall have occurred;	No later than May 28, 2020
Disclosure Statement Order Entered	No later than ninety (90) calendar days after the Petition Date

Event	Date
Commence Solicitation	No later than three (3) Business Days after entry of the Disclosure Statement Order
Confirmation Order Entered	No later than one hundred twenty (120) calendar days after the Petition Date
Effective Date	The date that is twelve (12) months after the Petition Date

Part IV
Evidentiary Support for First Day Motions

106. Contemporaneously herewith, the Debtors filed certain First Day Motions and seek orders granting various forms of relief intended to stabilize the Debtors' business operations and facilitate the efficient administration of these chapter 11 cases. The First Day Motions seek authority to, among other things, ensure sufficient liquidity to run the Debtors' businesses, ensure the continuation of the Debtors' cash management systems, and allow for other business operations without interruption. I believe that the relief requested in the First Day Motions is essential to allow the Debtors an opportunity to work towards successful chapter 11 cases that will benefit all of the Debtors' stakeholders.

107. The First Day Motions request authority to pay certain prepetition claims. I understand that Rule 6003 of the Federal Rules of Bankruptcy Procedure provides, in relevant part, that the Court shall not consider motions to pay prepetition claims during the first 21 days following the filing of a chapter 11 petition, "except to the extent relief is necessary to avoid immediate and irreparable harm." In light of this requirement, the Debtors have narrowly tailored their requests for immediate authority to pay certain prepetition claims to those circumstances where the failure to pay such claims would cause immediate and irreparable harm to the Debtors and its estates. Other relief will be deferred for consideration at a later hearing.

108. I am familiar with the content and substance of the First Day Motions. The facts stated therein are true and correct to the best of my knowledge, information, and belief, and I believe that the relief sought in each of the First Day Motions is necessary to enable the Debtors to operate in chapter 11 with minimal disruption to its business operations and constitutes a critical element in successfully implementing a chapter 11 strategy. A description of the relief requested and the facts supporting each of the First Day Motions is detailed in **Exhibit A**.

Part V
Information Required by Local Bankruptcy Rule 1007-2

109. Local Bankruptcy Rule 1007-2 requires certain information related to the Debtors, which I have provided in **Exhibit D** through **Exhibit O**. Specifically, these exhibits contain the following information with respect to Frontier (on a consolidated basis, unless otherwise noted):[30]

- **Exhibit D**. Pursuant to Local Bankruptcy Rule 1007-2(a)(3), provides the names and addresses of the members of, and attorneys for, any committee organized prior to the order for relief in these chapter 11 cases, and a brief description of the circumstances surrounding the formation of the committee.

- **Exhibit E**. Pursuant to Local Bankruptcy Rule 1007-2(a)(4), provides the following information with respect to each of the holders of the debtors' 50 largest unsecured claims, excluding claims of insiders: the creditors name; the address (including the number, street, apartment, or suite number, and zip code, if not included in the post office address); the telephone number; the name(s) of the person(s) familiar with the debtors' account; the nature and approximate amount of the claim; and an indication of whether the claim is contingent, unliquidated, disputed, or partially secured.

- **Exhibit F**. Pursuant to Local Bankruptcy Rule 1007-2(a)(5), provides the following information with respect to each of the holders of the five largest secured claims against the debtors: the creditor's name; address (including the number, street, apartment, or suite number, and zip code, if not included in the post office address); the amount of the claim; a brief description of the claim; an estimate of the value of the collateral securing the claim; and an indication of whether the claim or lien is disputed at this time.

[30] The information contained in **Exhibit D** through **Exhibit O** attached to this declaration does not constitute an admission of liability by, nor is it binding on, Frontier. Frontier reserves all rights to assert that any debt or claim listed herein is a disputed claim or debt, and to challenge the priority, nature, amount, or status of any such claim or debt.

- **Exhibit G**. Pursuant to Local Bankruptcy Rule 1007-2(a)(6), provides a summary of the debtors' assets and liabilities.

- **Exhibit H**. Pursuant to Local Bankruptcy Rule 1007-2(a)(7), provides a summary of the publicly held securities of the debtors.

- **Exhibit I**. Pursuant to Local Bankruptcy Rule 1007-2(a)(8), provides the following information with respect to any property in possession or custody of any custodian, public officer, mortgagee, pledge, assignee of rents, or secured creditors, or agent for such entity: the name; address; and telephone number of such entity and the court in which any proceeding relating thereto is pending.

- **Exhibit J**. Pursuant to Local Bankruptcy Rule 1007-2(a)(9), provides a list of property comprising the premises owned, leased, or held under other arrangement from which the debtors operate their business.

- **Exhibit K**. Pursuant to Local Bankruptcy Rule 1007-2(a)(10), sets forth the location of the debtors' substantial assets, the location of their books and records, and the nature, location, and value of any assets held by the debtors outside the territorial limits of the United States.

- **Exhibit L**. Pursuant to Local Bankruptcy Rule 1007-2(a)(11), provides a list of the nature and present status of each action or proceeding, pending or threatened, against the debtors or their property where a judgment or seizure of their property may be imminent.

- **Exhibit M**. Pursuant to Local Bankruptcy Rule 1007-2(a)(12), sets forth a list of the names of the individuals who comprise the debtors' existing senior management, their tenure with the debtors, and a brief summary of their relevant responsibilities and experience.

- **Exhibit N**. Pursuant to Local Bankruptcy Rule 1007-2(b)(1)-(2)(A), provides the estimated amount of payroll to the debtors' employees (not including officers, directors, and equity holders) and the estimated amounts to be paid to officers, equity holders, directors, and financial and business consultants retained by the debtors, for the 30-day period following the Petition Date.

- **Exhibit O**. Pursuant to Local Bankruptcy Rule 1007-2(b)(3), provides a schedule, for the 30-day period following the Petition Date, of estimated cash receipts and disbursements, net gain or loss, obligations and receivables expected to accrue but remain unpaid, other than professional fees, for the 30-day period following the filing of the chapter 11 cases, and any other information relevant to an understanding of the foregoing.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: April 15, 2020

/s/ Carlin Adrianopoli
Carlin Adrianopoli
Executive Vice President of Strategic Planning
Frontier Communications Corporation

Voluminous internal exhibits to Exhibit D redacted

Exhibit E

Exhibit E – List of Debtors

Debtor (Parties to Application Highlighted)	Case Number
Frontier Communications Corporation	20-22476
Phone Trends, Inc.	20-22475
Citizens Capital Ventures Corp.	20-22477
Citizens Directory Services Company L.L.C.	20-22478
Citizens Louisiana Accounting Company	20-22479
Citizens Newcom Company	20-22480
Citizens Newtel, LLC	20-22486
Citizens Pennsylvania Company LLC	20-22493
Citizens SERP Administration Company	20-22497
Citizens Telecom Services Company L.L.C.	20-22501
Citizens Telecommunications Company of California Inc.	20-22508
Citizens Telecommunications Company of Idaho	20-22510
Citizens Telecommunications Company of Illinois	20-22514
Citizens Telecommunications Company of Minnesota, LLC	20-22519
Citizens Telecommunications Company of Montana	20-22523
Citizens Telecommunications Company of Nebraska	20-22528
Citizens Telecommunications Company of Nebraska LLC	20-22532
Citizens Telecommunications Company of Nevada	20-22539
Citizens Telecommunications Company of New York, Inc.	20-22544
Citizens Telecommunications Company of Oregon	20-22547
Citizens Telecommunications Company of Tennessee L.L.C.	20-22553
Citizens Telecommunications Company of the White Mountains, Inc.	20-22481
Citizens Telecommunications Company of Utah	20-22487
Citizens Telecommunications Company of West Virginia	20-22492
Citizens Utilities Capital L.P.	20-22496
Citizens Utilities Rural Company, Inc.	20-22502
Commonwealth Communication, LLC	20-22504
Commonwealth Telephone Company LLC	20-22512
Commonwealth Telephone Enterprises, LLC	20-22516
Commonwealth Telephone Management Services, Inc.	20-22521
CTE Holdings, Inc.	20-22526
CTE Services, Inc.	20-22531
CTE Telecom, LLC	20-22536
CTSI, LLC	20-22541
CU Capital LLC	20-22546
CU Wireless Company LLC	20-22552
Electric Lightwave NY, LLC	20-22557
Evans Telephone Holdings, Inc.	20-22562
Fairmount Cellular LLC	20-22566
Frontier ABC LLC	20-22570
Frontier California Inc.	20-22573
Frontier Communications - Midland, Inc.	20-22574
Frontier Communications - Prairie, Inc.	20-22569
Frontier Communications - Schuyler, Inc.	20-22483

Exhibit E – List of Debtors

Frontier Communications Corporate Services Inc.	20-22488
Frontier Communications Northwest Inc.	20-22500
Frontier Communications of America, Inc.	20-22506
Frontier Communications of Ausable Valley, Inc.	20-22511
Frontier Communications ILEC Holdings LLC	20-22495
Frontier Communications of Breezewood, LLC	20-22517
Frontier Communications of Canton, LLC	20-22520
Frontier Communications of Delaware, Inc.	20-22525
Frontier Communications of Depue, Inc.	20-22529
Frontier Communications of Georgia LLC	20-22534
Frontier Communications of Illinois, Inc.	20-22538
Frontier Communications of Indiana LLC	20-22543
Frontier Communications of Iowa, LLC	20-22545
Frontier Communications of Lakeside, Inc.	20-22550
Frontier Communications of Lakewood, LLC	20-22554
Frontier Communications of Michigan, Inc.	20-22558
Frontier Communications of Minnesota, Inc.	20-22561
Frontier Communications of Mississippi LLC	20-22564
Frontier Communications of Mt. Pulaski, Inc.	20-22567
Frontier Communications of New York, Inc.	20-22571
Frontier Communications of Orion, Inc.	20-22572
Frontier Communications of Oswayo River LLC	20-22482
Frontier Communications of Pennsylvania, LLC	20-22485
Frontier Communications of Rochester, Inc.	20-22489
Frontier Communications of Seneca-Gorham, Inc.	20-22491
Frontier Communications of Sylvan Lake, Inc.	20-22494
Frontier Communications of the Carolinas LLC	20-22498
Frontier Communications of the South, LLC	20-22503
Frontier Communications of the Southwest Inc.	20-22505
Frontier Communications of Thorntown LLC	20-22509
Frontier Communications of Virginia, Inc.	20-22513
Frontier Communications of Wisconsin LLC	20-22518
Frontier Communications Online and Long Distance Inc.	20-22522
Frontier Communications Services Inc.	20-22527
Frontier Directory Services Company, LLC	20-22533
Frontier Florida LLC	20-22537
Frontier Infoservices Inc.	20-22540
Frontier Mobile LLC	20-22551
Frontier North Inc.	20-22556
Frontier Security Company	20-22560
Frontier Midstates Inc.	20-22549
Frontier Services Corp.	20-22563
Frontier Southwest Incorporated	20-22484
Frontier Subsidiary Telco LLC	20-22490
Frontier Techserv, Inc.	20-22499

Exhibit E – List of Debtors

Frontier Telephone of Rochester, Inc.	20-22507
Frontier Video Services Inc.	20-22515
Frontier West Virginia Inc.	20-22524
GVN Services	20-22530
N C C Systems, Inc.	20-22535
Navajo Communications Co., Inc.	20-22542
Newco West Holdings LLC	20-22548
Ogden Telephone Company	20-22555
Rhinelander Telecommunications, LLC	20-22559
Rib Lake Cellular for Wisconsin RSA #3, Inc.	20-22565
Rib Lake Telecom, Inc.	20-22568
SNET America, Inc.	20-22578
TCI Technology & Equipment LLC	20-22575
The Southern New England Telephone Company	20-22576
Total Communications, Inc.	20-22577

Exhibit F

A462606

State of California
SECRETARY OF STATE

CORPORATION DIVISION

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

JUN 21 1995

Bill Jones

Secretary of State

1868869

ENDORSED
FILED
In the office of the Secretary of State
of the State of California

NOV 1 1993

MARCH FONG EU, Secretary of State

ARTICLES OF INCORPORATION

OF

CITIZENS TELECOMMUNICATIONS COMPANY OF CALIFORNIA INC.

The undersigned, being a natural person of full age and acting as the incorporator for the purpose of forming the business corporation hereinafter named pursuant to the provisions of the Corporations Code of the State of California, does hereby adopt the following articles of incorporation.

FIRST: The name of the corporation (hereinafter referred to as the "corporation") is CITIZENS TELECOMMUNICATIONS COMPANY OF CALIFORNIA INC.

SECOND: The existence of the corporation is perpetual.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California, other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

FOURTH: The name and the complete business or residence address within the State of California of the corporation's initial agent for service of process within the State of California in accordance with the provisions of subdivision (b) of Section 1502 of the General Corporation Law of the State of California are as follows:

Name

The Prentice-Hall Corporation System, Inc.

FIFTH: The total number of shares which the corporation is authorized to issue is100 at $10.00 par value, all of which are of one class and are Common shares.

The Board of Directors of the corporation may issue any or all of the aforesaid authorized shares of the corporation from time to time for such consideration as it shall determine and may determine from time to time the amount of such consideration, if any, to be credited to paid-in surplus.

SIXTH: In the interim between meetings of shareholders held for the election of directors or for the removal of one or more directors and the election of the replacement or replacements thereat, any vacancy which results by reason of the removal of a director or directors by the shareholders entitled to vote in an election of directors, and which has not been filled by said shareholders, may be filled by a majority of the directors then in office, whether or not less than a quorum, or by the sole remaining director, as the case may be.

SEVENTH: The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

EIGHTH: The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the Corporations Code) for breach of duty to the corporation and its stockholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the Corporations Code.

Signed on October 26, 1993.

Joan Grzyboski

Joan Grzyboski, Incorporator

C3047-37835

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RESTATED CERTIFICATE OF INCORPORATION

OF

CITIZENS COMMUNICATIONS COMPANY

CITIZENS COMMUNICATIONS COMPANY, a corporation organized and existing under the laws of the State of Delaware (the "Company"), hereby certifies as follows:

1. The name of the corporation is

CITIZENS COMMUNICATIONS COMPANY

The date of filing its original Certificate of Incorporation with the Secretary of State was November 12, 1935 under the name Citizens Utilities Company.

2. The provisions of this Restated Certificate of Incorporation of the Company as heretofore amended, are hereby restated and integrated into the single instrument which is hereinafter set forth, and which is entitled Restated Certificate of Incorporation of Citizens Communications Company without any further amendments and without any further discrepancy between the provisions of the Amended and Restated Certificate of Incorporation as heretofore amended and the provisions of the said single instrument hereinafter set forth.

3. The restatement of the Restated Certificate of Incorporation herein certified has been duly adopted by the Board of Directors of the Company in accordance with the provisions of Section 245 of the General Corporation Law of the State of Delaware.

4. The text of the Restated Certificate of Incorporation shall upon the effective date of this Restated Certificate of Incorporation read as follows:

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RESTATED CERTIFICATE OF INCORPORATION

OF

CITIZENS COMMUNICATIONS COMPANY

FIRST: The name of this corporation is CITIZENS COMMUNICATIONS COMPANY.

SECOND: Its principal office in the State of Delaware is to be located at 1013 Centre Road, in the City of Wilmington, County of New Castle, and its resident agent is The Prentice-Hall Corporation System, Inc.

THIRD: The nature of the business and the objects and purposes to be transacted, promoted, and carried on are to do any or all of the things herein mentioned as fully and to the same extent as natural persons might or could do and in any part of the world, viz.:

(a) To purchase or otherwise acquire, own, operate and dispose of all or any part of the business and properties of persons, partnerships, associations, and other corporations engaged in any business, including that of operating public utilities, and to make payment therefor by the issuance of securities of this corporation or in any other manner permitted by law, and in connection therewith to assume any or all of the bonds, mortgages, franchises, leases, contracts, indebtedness, liabilities, and obligations of such corporations, and to do any things necessary or expedient in connection therewith or with the carrying out of any plan of reorganization of predecessor company or any modification therefor.

(b) To generate, produce, buy, or in any manner acquire, and to sell, dispose of, and distribute electricity for light, heat, power, and other purposes and to carry on the business of furnishing, supplying, manufacturing, and vending light heat, power, gas, water, steam heat, ice, refrigeration, and any and all businesses incident thereto, and to build, construct, develop, improve, acquire, hold, own, lease, maintain, and operate plants, facilities, and works for the manufacture, generation, production, accumulation, transmission, and distribution of electric energy, gas and steam, for light power, heat and other purposes, and to acquire, construct, maintain, and operate systems of water works, gas works, steam heating plants, for the supply of water, gas, and steam heat, and to exercise rights of condemnation and eminent domain in connection with the doing of its business objects and purposes as herein set forth so far as may be permissible by law, to acquire, maintain, operate, and exercise all the rights of ownership of any telephone, telegraph, and/or other communication system or systems.

(c) To build, construct, develop, improve, acquire, hold, own, lease, maintain and operate, by electricity or other power, street railways and interurban railways for the transportation of passengers, mail, express, merchandise, or other freight in any part of the world.

(d) To produce, mine, buy, sell, store, market, deal in, and prospect for coal and minerals of all kinds and the products and by-products thereof.

(e) To organize, incorporate, reorganize, finance, and to aid and assist financially or otherwise, companies, corporations, joint stock companies, syndicates, partnerships, and associations of all kinds, and to underwrite, subscribe for, and endorse the bonds, stocks, securities, debentures, notes, or undertakings of any such company, corporation, joint stock company, syndicate partnership or association, and to make any guarantee in connection therewith or otherwise for the payment of money or for the performance of any obligation or undertaking, and to do any and all things necessary or convenient to carry any of such purposes into effect.

(f) To carry on the business of engineering and contracting in all of its branches; to appraise, value, design, build, construct, enlarge, develop, improve, extend, and repair works, plants, systems, lines, stations, buildings, structures, mines, shafts, tunnels, wells, canals, viaducts, highways, facilities, apparatus, machinery, equipment, appliances and appurtenances, of any and every nature and kind whatsoever.

(g) To purchase and acquire securities, assets, and property of every kind and description at judicial, judiciary, trustee's, pledge's, mortgagee's or liquidating or public or private sales, either pursuant to a plan of reorganization or otherwise, and to carry on a general salvage, liquidation, and realization business; and also to do a general commission and brokerage business.

(h) To hold in trust, issue on commission, make advances upon or sell,

lease, license, transfer, organize, reorganize, incorporate, or dispose of any of the undertakings or resulting investments aforesaid, or the stock or securities thereof; to act as agent or depositary for any of the above or like purposes or any purpose herein mentioned; and to act as fiscal agent of any other person, firm or corporation.

(i) To obtain the grant of, purchase, lease, or otherwise acquire any concessions, rights, options, patents, privileges, lands, rights of way, sites, properties, undertakings or businesses, or any right, option or contract in relation thereto, and to perform, carry out, and fulfill the terms and conditions thereof and to carry the same into effect, and to develop, maintain, lease, sell, transfer, dispose of, and otherwise deal with the same.

(j) From time to time to apply for, obtain the grant of, purchase or acquire by assignment, transfer or otherwise, and to exercise, carry out and enjoy any license, power, authority, franchise, ordinance, order, right or privilege, which any government or authority, supreme, municipal or local, or any corporation or other public body shall enact, make, or grant.

(k) To issue shares of the capital, stock, bonds, debentures, debenture stock, notes, and other obligations of this corporation for cash, for labor done, for property, real or personal, or leases thereof, or for any combination of any of the foregoing, or for services rendered or in exchange for the stock debentures, debenture stock, bonds, securities, or obligations of any person, firm, association, corporation, or other organization.

(l) To purchase, acquire, and lease, and to sell, lease, and dispose of water, water rights, water records, power privileges, and appropriations for power, light, heat, mining, milling, irrigation, agricultural, domestic or any other use or purpose.

(m) To acquire by purchase, lease, own, hold, sell, mortgage, and encumber both improved and unimproved real estate wherever situate; to survey, subdivide, plat, colonize, and improve the same for the purposes of sale or otherwise; and to construct and erect thereon factories, works, plants, shops, stores, mills, hotels, houses, buildings, and other structures, and to own, use, maintain, manage, and operate the same or any thereof.

(n) To own and control and acquire, by lease, purchase, construction, or otherwise, steamships, boats, barges, hydroplanes, and vessels of all kinds or interests therein and to operate the same either on Alaska Waters and on the Waters of Puget Sound and on all navigable rivers and waters connected therewith and elsewhere, or both, for the transportation of passengers and freight of all kinds, with power to purchase, build, construct, repair, lease, sell, convey, and operate vessels of all kinds, and all machinery, appliances and apparatus incident, necessary or convenient thereto, or in any way connected therewith; with power also to do a towing business, and also to purchase, own, lease, construct, control, and operate and sell docks, wharves, landings floats, warehouses, dry docks and dock machinery, appliances and apparatus of all kinds; and with the power also to do a general shipbuilding, stevedore, dockage, warehouse, and commission business; to conduct a general cold storage and refrigeration business.

(o) To subscribe for, or cause to be subscribed for, buy, own, hold, purchase, receive, or acquire, and/or to sell, negotiate, guarantee, assign, deal in, exchange, transfer, mortgage, pledge and/or otherwise dispose of shares of the capital stock, scrip, bonds, coupons, mortgages, debentures, debenture stock, securities, notes, acceptances, drafts, and/or evidences of indebtedness issued and/or created by any government or by any political subdivision thereof or by any other corporations, joint stock companies, or associations, whether public, private, or municipal, or any corporate body, and while the owner

thereof, to possess and to exercise in respect thereof all the rights, powers, and privileges of ownership, including the right to vote thereon; to guarantee the payment of dividends on any shares of the capital stock of any of the corporations, joint stock companies, or associations in which this corporation has or may at any time have an interest, and to become surety in respect of, endorse, or otherwise guarantee the payment of the principal of or interest on any scrip, bonds, coupons, mortgages, debentures, debenture stock, securities, notes, drafts, bills of exchange , or evidences of indebtedness, issued or created by any such corporations, joint stock companies, or associations; to assume and agree to pay all or part of the indebtedness, evidenced by bonds or otherwise, of any corporation, and to assume and agree to perform any covenants, conditions, or agreements contained in any mortgage or trust indenture, and to assume any other obligation, or liability of any corporation; to become surety for or guarantee the carrying out and performance of any and all contracts, leases, and obligations of every kind of any corporations, joint stock companies, or associations, and in particular of any corporation, joint stock company, or association any of whose shares, scrip, bonds, coupons, mortgages, debentures, debenture stock, securities, notes, drafts, bills of exchange, or evidences of indebtedness, are at any time held by or for this corporation, and to do any acts or things designed to protect, preserve, improve or enhance the

value of any such shares, scrip, bonds, coupons, mortgages, debentures, debenture stock, securities, notes, drafts, bills of exchange, or evidences of indebtedness, provided, however, that this Subdivision (o) shall not be construed to authorize this corporation to engage in the business of banking.

(p) To manufacture, buy, sell, and generally deal in, goods, wares, merchandise, property, and commodities of any and every class and description, and all articles used or useful in connection therewith; to engage in any business whether manufacturing or otherwise which this corporation may deem advantageous or useful in connection with any or all of the foregoing, and to purchase, acquire, manufacture, market, or prepare for market, sell or otherwise dispose of any article, commodity, or thing which this corporation may use in connection with its business.

(q) To manage, operate, conduct and supervise the business, properties, and affairs, in whole or in part, of any companies, corporations, joint stock companies, syndicates, partnerships, and associations of all kinds whether it owns any or all of the securities and/or obligations of such companies, corporations, joint stock companies, syndicates, partnerships, and associations or not.

(r) To secure, purchase, acquire, apply for, register, own, hold, sell, or dispose of any and all copyrights, trademarks and other trade rights.

(s) To organize, or cause to be organized, under the laws of the State of Delaware, or of any other state, territory, or country, or the District of Columbia, a corporation or corporations for the purpose of accomplishing any or all of the objects for which this corporation is organized, and to dissolve, wind up, liquidate, merge or consolidate any such corporation, or corporations, or to cause the same to be dissolved, wound up, liquidated, merged, or consolidated.

(t) To purchase, apply for, obtain, or otherwise acquire any and all letters patent, licenses, patent rights, patented processes, and similar rights granted by the United States or any other government or country, or any interest therein, or any inventions which may seem capable of being used for or in connection with any of the objects or purposes of this corporation, and to use, exercise, develop, sell, dispose of, lease, grant licenses in respect to, or other interests in the same, and otherwise turn the same to account, and to

carry on any business, manufacturing or otherwise, which may be deemed to directly or indirectly aid, effectuate, or develop, the objects or any of them of this corporation.

(u) To lend money, to borrow money for any of the purposes of this corporation, and to issue bonds, debentures, debenture stock, notes, and other obligations, and to secure the same by pledge or mortgage of the whole or any part of the property, of this corporation, either real or personal, or to issue bonds, debentures, debenture stock, notes, or other obligations without any such security.

(v) To enter into, make, perform, and carry out contracts of every kind for any lawful purpose, without limit as to amount, with any person, firm, association, or corporation.

(w) In connection with its business, to draw, make, accept, endorse, discount, guarantee, execute, and issue promissory notes, bills of exchange, drafts, warrants and all kinds of obligations and certificates and negotiable or transferable instruments.

(x) To purchase, hold, sell, and transfer shares of its own capital stock, bonds, notes, and other obligations of this corporation from time to time to such extent and in such manner and upon such terms as its Board of Directors shall determine; provided that any purchase of any of the shares of the capital stock of the corporation shall not be made when such purchase would cause any impairment of the capital of the corporation; and provided further that shares of its own capital stock belonging to this corporation shall not be voted upon directly or indirectly.

(y) To have one or more offices, to carry on any or all of its operations and business and without restriction or limit as to amount, to purchase, lease, or otherwise acquire, hold, and own, and to mortgage, sell, convey, lease or otherwise dispose of, real and personal property of every class and description in any of the states or territories of the United States and in the District of Columbia, and in any and all foreign countries, subject to the laws of such state, district, territory, or country.

(z) To do any and all things herein set forth, and in addition such other acts and things as are necessary or convenient to the attainment of the purposes of this corporation, or any of them, to the same extent as natural persons lawfully might or could do in any part of the world.

The foregoing clauses shall be construed both as objects and powers and it is hereby expressly provided that the foregoing enumeration of specific power shall not be held to limit or restrict in any manner the powers of this corporation, and are in furtherance of, and in addition to, and not in limitation of the general powers conferred by the laws of the State of Delaware.

It is the intention that the purposes, objects and powers specified in this Article Third and all subdivisions thereof shall, except as otherwise expressly provided, in nowise be limited or restricted by reference to or inference from the terms of any other clause or paragraph of this Article, and that each of the purposes, objects, and powers specified in this Article Third shall be regarded as independent purposes, objects, and powers.

FOURTH: (a) The total number of shares of stock which this corporation shall have authority to issue is six hundred and fifty million (650,000,000) shares of which fifty million (50,000,000) shares shall be shares of Preferred Stock with a par value of one cent ($.01) each, amounting in aggregate to five hundred

thousand dollars ($500,000), six hundred million (600,000,000) shares shall be shares of Common Stock, par value of twenty-five ($.25) each, amounting in the aggregate to one hundred and fifty million dollars ($150,000,000).

(b) The Preferred Stock may be issued from time to time in one or more series, and in such amounts as may be determined by the Board of Directors. The designations, powers, preferences and relative, participating optional,

conversion and other rights, and the qualifications, limitations and restrictions thereof, of the Preferred Stock of each series, which shall not be fixed by the Certificate of Incorporation, shall be such as may be fixed or altered by resolution or resolutions by the Board of Directors (authority so to do being hereby expressly granted to, and vested in, the Board of Directors) to the full extent now or hereafter permitted by the laws of Delaware.

(c) Each holder of Common Stock shall at every meeting of the stockholders be entitled to one vote in person or by written proxy signed by him for each full share of Common Stock owned by him and shall be entitled to vote upon all such matters as may come before the stockholders including without limitation the election of directors, which shall be decided by majority vote of the Common Stock present or represented by proxy and entitled to vote at the meeting. The stockholders of this corporation shall have no preemptive right to subscribe to any issue of shares of stock of this corporation now or hereafter made.

(d) Each full share of the former Common Stock Series B with the par value of twenty-five cents ($.25) each ("Common Stock Series B") which shall be outstanding immediately prior to the time when this Article FOURTH shall become effective, shall, upon such effectiveness, automatically and without any further action on the part of the holder thereof, be changed and reclassified into one full share of Common Stock. Each certificate representing a share or shares of Common Stock Series B (including those certificates representing a share or shares of the former Common Stock Series A) shall thereafter represent a like number of shares of Common Stock of this corporation into which the shares of Common Stock Series B have been changed and reclassified and shall for all purposes be deemed evidence of the ownership of a like number of shares of Common Stock of this corporation into which the shares of Common Stock Series B have been changed and reclassified. The holders of such certificates shall not be required immediately to surrender the same in exchange for certificates of Common Stock, but, as such certificates representing shares of Common Stock Series B are surrendered for transfer, this corporation shall cause to be issued certificates representing shares of Common Stock, and, at any time upon surrender by any holders of certificates representing Common Stock Series B, this corporation shall cause to be issued thereof certificates for a like number of shares of Common Stock of this corporation."

FIFTH: The minimum amount of capital with which it will commence business is One Thousand Dollars ($1,000.00).

SIXTH: The name and place of residence of each of the incorporators are as follows:

NAME	RESIDENCE
L. H. HERMAN	Wilmington, Delaware
WALTER LENZ	Wilmington, Delaware
W. T. HOBSON	Wilmington, Delaware

SEVENTH: This corporation is to have perpetual existence.

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EIGHTH: The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

NINTH: In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized:

To make, alter, and repeal the by-laws subject to the power of the stockholders to change or repeal such bylaws; provided, however, that prior to the second Tuesday in March, 1937, no by-laws shall be adopted or amended by the directors so as to authorize or provide (a) for the holding of any meeting of stockholders for the election of directors at any place other than Minneapolis, Minnesota or at any time prior to the holding of the first annual meeting of stockholders for election of directors on the second Tuesday in March, 1937; or (b) for the holding of meetings of directors, prior to such first meeting of stockholders for the election of directors, at any place other than as provided in the original by-laws;

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and to alter or abolish any such reserve;

To fix, determine, and vary from time to time the amount to be maintained as surplus and the amount or amounts to be set apart for working capital.

All of the powers of this corporation, insofar as the same lawfully may be vested by this Certificate in the Board of Directors, are hereby conferred upon the Board of Directors of this corporation.

Directors need not be elected by ballot, unless voting by ballot shall be requested by the holders of ten percent (10%) or more of the shares of stock represented at the meeting of stockholders at which the directors are to be elected.

TENTH: This corporation may in its by-laws make any other provisions or requirements for the management or conduct of the business of this corporation provided the same be not inconsistent with the provisions of this Certificate or contrary to the laws of the State of Delaware, and subject to the limitations upon amendment of by-laws contained in this Certificate of Incorporation.

ELEVENTH: This corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by law and all rights conferred on officers, directors, and stockholders herein are granted subject to this reservation.

TWELFTH: A. director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the directors duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation

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Law, or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended after approval by the stockholders of this Article to authorize corporation action further eliminating or limiting the personal liability of directors, then the

liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

B. No modification or repeal of the provisions of this Article shall adversely affect any right or protection of any director of the corporation existing at the date of such modification or repeal or create any liability or adversely affect any such right or protection for any acts or omissions of such director occurring prior to such modification or repeal.

IN WITNESS WHEREOF, said CITIZENS COMMUNICATIONS COMPANY has caused this Certificate to be signed by Edward O. Kipperman, its Vice President, and attested by Charles J. Weiss, its Secretary, on this 19th day of May, 2000.

CITIZENS COMMUNICATIONS COMPANY

By:

Edward O. Kipperman
Vice President

ATTEST:

By: ---
Charles J. Weiss
Secretary

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Exhibit 3.1

CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION
OF
CITIZENS COMMUNICATIONS COMPANY

THE UNDERSIGNED, being the Secretary of Citizens Communications Company, hereby certifies that:

FIRST: The name of the Corporation is CITIZENS COMMUNICATIONS COMPANY.

SECOND: The original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on November 12, 1935.

THIRD: Articles FIRST and THIRD of the Restated Certificate of Incorporation are hereby amended as follows:

(a) Article FIRST is hereby amended to read in its entirety as follows:

FIRST: The name of the corporation is FRONTIER COMMUNICATIONS CORPORATION.

(b) Article THIRD is hereby amended to read in its entirety as follows:

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware, as from time to time amended.

FOURTH: The foregoing amendment of the Restated Certificate of Incorporation herein certified has been duly adopted by the stockholders and the Board of Directors, respectively, of the Company in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FIFTH: The capital of the Corporation will not be reduced under or by reason of any amendment in this Certificate of Amendment hereinafter set forth.

SIXTH: The foregoing amendment in this Certificate of Amendment shall be effective as of 12:01 a.m. on July 31, 2008.

IN WITNESS WHEREOF, the Secretary of the Corporation has caused this Certificate of Amendment to be issued this 23rd day of July 2008.

/s/ Hilary E. Glassman

Hilary E. Glassman
Senior Vice President, General Counsel and
Secretary

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EX-99.2 4 ex99-2.htm CERTIFICATE OF AMENDMENT OF RESTATED CERTIFICATE OF INCORPORATION

Exhibit 99.2

CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION

Frontier Communications Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That the Board of Directors of said corporation, at a meeting of its members, adopted resolutions authorizing, declaring advisable and calling for a meeting of the stockholders of said corporation for consideration of, an amendment to paragraph (a) of the Fourth Article of said corporation's Restated Certificate of Incorporation, as amended, so that, as so amended, said paragraph shall be and read as follows:

> **FOURTH: (a)** "The total number of shares of stock which this corporation shall have authority to issue is one billion, eight hundred million (1,800,000,000) shares of which fifty million (50,000,000) shares shall be shares of Preferred Stock with a par value of one cent ($.01) each, amounting in aggregate to five hundred thousand dollars ($500,000), and one billion, seven hundred and fifty million (1,750,000,000) shares shall be shares of Common Stock, par value of twenty-five cents ($.25) each, amounting in the aggregate to four hundred and thirty seven million, five hundred thousand dollars ($437,500,000)."

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That this Certificate of Amendment of Restated Certificate of Incorporation shall become effective upon the filing of this Certificate of Amendment of Restated Certificate of Incorporation with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 28th day of June, 2010.

FRONTIER COMMUNICATIONS CORPORATION

by /s/ Hilary E. Glassman

Name: Hilary E. Glassman
Title: Senior Vice President, General Counsel and Secretary

EX-3.(I) 2 d394967dex3i.htm EX-3(I)

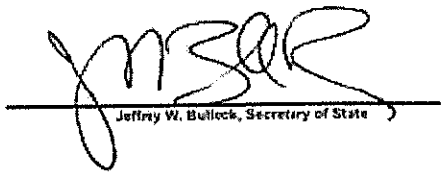
Exhibit 3(i)

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "FRONTIER COMMUNICATIONS CORPORATION", FILED IN THIS OFFICE ON THE FIFTH DAY OF JULY, A. D. 2017, AT 10:59 O' CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE TENTH DAY OF JULY, A. D. 2017 AT 12:01 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



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Date: 07-05-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:59 AM 07/05/2017
FILED 10:59 AM 07/05/2017
SR 20175080901 - File Number 345219

CERTIFICATE OF AMENDMENT

OF THE

RESTATED CERTIFICATE OF INCORPORATION

OF

FRONTIER COMMUNICATIONS CORPORATION

Frontier Communications Corporation, a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

FIRST: This Certificate of Amendment (the "Certificate of Amendment") amends the provisions of the Corporation's Restated Certificate of Incorporation filed with the Secretary of State of the State of Delaware on May 22, 2000 (as amended, the "Certificate of Incorporation").

SECOND: Article Fourth, Section (a) of the Certificate of Incorporation is hereby amended and restated in its entirety as follows:

"Upon the Certificate of Amendment becoming effective pursuant to the Delaware General Corporation Law (the "Effective Time"), the total number of shares of stock which this corporation shall have authority to issue shall be 225,000,000 shares, of which 50,000,000 shares shall be shares of preferred stock, with a par value of $0.01 each, amounting in aggregate to five hundred thousand dollars ($500,000), and 175,000,000 shares shall be shares of common stock, with a par value of $0.25 each (the "Common Stock"), amounting in the aggregate to $43,750,000.

"Upon the Effective Time, each fifteen (15) shares of Common Stock, either issued and outstanding immediately prior to the Effective Time or issued and held in the treasury of the Corporation immediately prior to the Effective Time, shall be automatically reclassified as, and shall be combined and changed into, one (1) validly issued, fully paid and non-assessable share of Common Stock without further action by the Corporation or the holder thereof, subject to the treatment of fractional shares of Common Stock as described below (the "Reverse Stock Split"). No fractional shares of Common Stock shall be issued as a result of the Reverse Stock Split. Stockholders who otherwise would be entitled to receive fractional shares of Common Stock shall be entitled to receive cash (without interest or deduction) from the Corporation's transfer agent in lieu of such fractional shares upon the submission of a transmittal letter by a stockholder holding the shares in book-entry form and, where shares are held in certificated form, upon the surrender of the stockholder's Old Certificates (as defined below), in an amount equal to the proceeds attributable to the sale of the fractional shares resulting from the aggregation and sale by the Corporation's transfer agent of all fractional share interests attributable to the fractional shares otherwise issuable. From and after the Effective Time, certificates representing Common Stock outstanding immediately prior to the Effective Time ("Old Certificates") shall represent the number of whole shares of Common Stock into which the Common Stock formerly represented by such Old Certificate shall have been reclassified pursuant to the foregoing provisions."

THIRD: This Certificate of Amendment shall become effective on July 10, 2017 at 12:01 a.m.

FOURTH: This amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware (the "DGCL"). The Board of Directors of the Corporation duly adopted resolutions setting forth and declaring advisable this Certificate of Amendment and directed that the proposed amendment be considered by the stockholders of the Corporation. At the annual meeting of the stockholders of the Corporation held on May 10, 2017 and called in accordance with the relevant provisions of the DGCL, the stockholders of the Corporation duly adopted this Certificate of Amendment.

FIFTH: All other provisions of the Certificate of Incorporation shall remain in full force and effect.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed by Mark D. Nielsen, its Executive Vice President and Chief Legal Officer, this 5th day of July, 2017.

By: /s/ Mark D. Nielsen
Name: Mark D. Nielsen
Title: Executive Vice President and
Chief Legal Officer

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"FRONTIER COMMUNICATIONS OF AMERICA, INC.", A DELAWARE CORPORATION,

"NEW NORTH TELECOMMUNICATIONS, INC.", A WISCONSIN CORPORATION,

"NEWOP COMMUNICATIONS CORPORATION", A NEW YORK CORPORATION,

WITH AND INTO "CITIZENS TELECOMMUNICATIONS COMPANY" UNDER THE NAME OF "FRONTIER COMMUNICATIONS OF AMERICA, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIFTH DAY OF FEBRUARY, A.D. 2003, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF MARCH, A.D. 2003, AT 11:59 O'CLOCK P.M.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2342881 8100M

030222381

AUTHENTICATION: 2353759

DATE: 04-08-03

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 02/25/2003
030142933 – 2342881

CERTIFICATE OF MERGER
of
FRONTIER COMMUNICATIONS OF AMERICA, INC., NEW NORTH TELECOMMUNICATIONS, INC., and NEWOP COMMUNICATIONS CORPORATION
into
CITIZENS TELECOMMUNICATIONS COMPANY

Pursuant to Title 8, Section 252(c) of the Delaware General Corporation Law and Sections 180.1103 and 180.1104 of the Wisconsin Business Corporation Law, the undersigned corporations executed the following Certificate of Merger:

WITNESSETH THAT:

WHEREAS, Frontier Communications of America, Inc. ("FCA") is a corporation duly organized on August 19, 1992, existing and in good standing under the laws of the State of Delaware, and

WHEREAS, New North Telecommunications, Inc. ("NNT") is a corporation duly organized on July 30, 1996, existing and in good standing under the laws of the State of Wisconsin, and

WHEREAS, NewOp Communications Corporation ("NOCC") is a corporation duly organized on May 9, 1995, existing and in good standing under the laws of the State of New York, and

WHEREAS, Citizens Telecommunications Company ("CTC") is a corporation duly organized on July 1, 1993, existing and in good standing under the laws of the State of Delaware, is qualified to conduct business in and in good standing under the laws of the States of New York and Wisconsin, and

WHEREAS, on the date of this Certificate of Merger, the total number of shares of capital stock of FCA, NNT, NOCC and CTC issued and outstanding is set forth below:

CORPORATION	CLASS OF STOCK	PAR VALUE	NUMBER OF SHARES OUTSTANDING
CTC	Common	$10.00	100
FCA	Common	$0.01	200
NNT	Common	$1.00	1,000
NOCC	Common	No par value	200

WHEREAS, the Board of Directors of FCA, NNT, NOCC, and CTC deem it advantageous to the shareholders thereof to merge FCA, NNT, and NOCC into CTC in accordance with the applicable laws of the States of Delaware, New York and Wisconsin,

NOW THEREFORE, FCA, NNT, NOCC, and CTC and the respective Boards of Directors thereof do hereby approve, adopt, certify, execute and acknowledge the following Certificate of Merger, and do hereby prescribe and state the terms and conditions of said merger, the mode of carrying same into effect and such other pertinent matters as are required or permitted by law to be set forth herein as follows:

FIRST: FCA, NNT, and NOCC shall be merged into CTC (hereinafter sometimes referred to as the "Surviving Corporation") and the Surviving Corporation shall be governed by the laws of the State of Delaware and the Articles of Incorporation of CTC shall be the Articles of Incorporation for the Surviving Corporation.

SECOND: The terms and conditions of the merger and the mode of carrying the same into effect are as follows:

Each of the Boards of Directors of each of FCA, NNT, and NOCC have approved the proposed merger, and upon the conditions herein set forth the Board of Directors of CTC has determined not to abandon the merger, then in such event, this Certificate of Merger (and such other documents and certificates as may be required by law) shall be signed, certified, acknowledged, filed and recorded pursuant to the applicable laws of the State of Delaware. When the merger herein provided shall become effective, the separate existences of FCA, NNT, and NOCC shall cease and FCA, NNT, and NOCC shall be merged into the Surviving Corporation in accordance with the provisions of the Certificate of Merger.

THIRD: The Boards of Directors of CTC and FCA, NNT, and NOCC have agreed that as of the effective date of the merger, all of the issued and outstanding shares of FCA, NNT, and NOCC shall cease to exist and be canceled, without further action and there shall be no conversion of any shares of FCA, NNT, or NOCC into shares of the Surviving Corporation.

FOURTH: Bylaws of CTC as presently in effect shall remain and be the Bylaws of the Surviving Corporation until altered or amended according to the provisions thereof.

FIFTH: The Board of Directors of the Surviving Corporation shall consist of the individuals who are the Directors of CTC at the time the merger becomes effective and the said persons shall be, and continue to be, Directors of the Surviving Corporation until the next ensuing meeting of its stockholders for the election of the Board of Directors and/or until their respective successors are elected and qualified.

SIXTH: The officers of the Surviving Corporation shall consist of the individuals who are the officers of CTC at the time the merger becomes effective and the said persons shall be, and continue to be, officers of the Surviving Corporation until the next ensuing meeting of its Board of Directors for the election of the officers and/or until their respective successors are elected and qualified.

SEVENTH: From and after the effective date of the merger, the separate existences of FCA, NNT, and NOCC shall cease and the Surviving Corporation shall continue to conduct the business theretofore conducted by FCA, NNT, and NOCC; and the Surviving Corporation shall possess all the rights, privileges, immunities and franchises of a public as well as a private nature of FCA, NNT, and NOCC; and all property, real, personal and mixed, and all debts due or whatever account and all other choses in action and every other interest or belonging to or due to FCA, NNT, and NOCC shall be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate or any interest therein vested in FCA, NNT, and NOCC shall not revert or be in any way impaired by reason of the merger provided for hereby. From and after the effective date of the merger, the Surviving Corporation shall be responsible and liable for all the liabilities and obligations of FCA, NNT, and NOCC and any claim existing or action or proceeding pending by or against FCA, NNT, and NOCC may be prosecuted through judgment as if the merger had not taken place or the Surviving Corporation may be substituted in place of FCA, NNT, and NOCC. Neither the rights of creditors nor any liens upon the property of FCA, NNT, and NOCC shall be impaired by the consummation of the merger.

EIGHTH: Effective upon consummation of the merger, that ARTICLE FIRST of the Certificate of Incorporation of the Surviving Corporation shall be amended to read as follows:

FIRST: The name of the corporation is Frontier Communications of America, Inc.

NINTH: This Certificate of Merger, when filed, shall be effective as of 11:59 PM on the 31st day of March 2003.

TENTH: The Agreement of Merger is on file at Three High Ridge Park, Stamford, Connecticut, the place of business of the Surviving Corporation.

ELEVENTH: A copy of the Agreement of Merger will be furnished by the Surviving Corporation on request, without cost, to any stockholder FCA, NNT, and NOCC.

IN WITNESS WHEREOF, said Surviving Corporation has caused this Certificate to be signed and executed by an authorized officer the 24th day of February, 2003.

FRONTIER COMMUNICATIONS OF AMERICA, INC.
3 High Ridge Park, Stamford, Connecticut

By: _____
L. Russell Mitten, *Secretary*

NEW NORTH TELECOMMUNICATIONS, INC.
3 High Ridge Park, Stamford, Connecticut

By: _____
L. Russell Mitten, *Secretary*

NEWOP COMMUNICATIONS CORPORATION
3 High Ridge Park, Stamford, Connecticut

By: _____
L. Russell Mitten, *Secretary*

CITIZENS TELECOMMUNICATIONS COMPANY
3 High Ridge Park, Stamford, Connecticut

By: _____
L. Russell Mitten, *Secretary*

Subscribed and Sworn to before me, a Notary Public, in and for the County of Fairfield and State of Connecticut, this 24th day of February, 2003.

Lisa M Lombardo
Notary Public

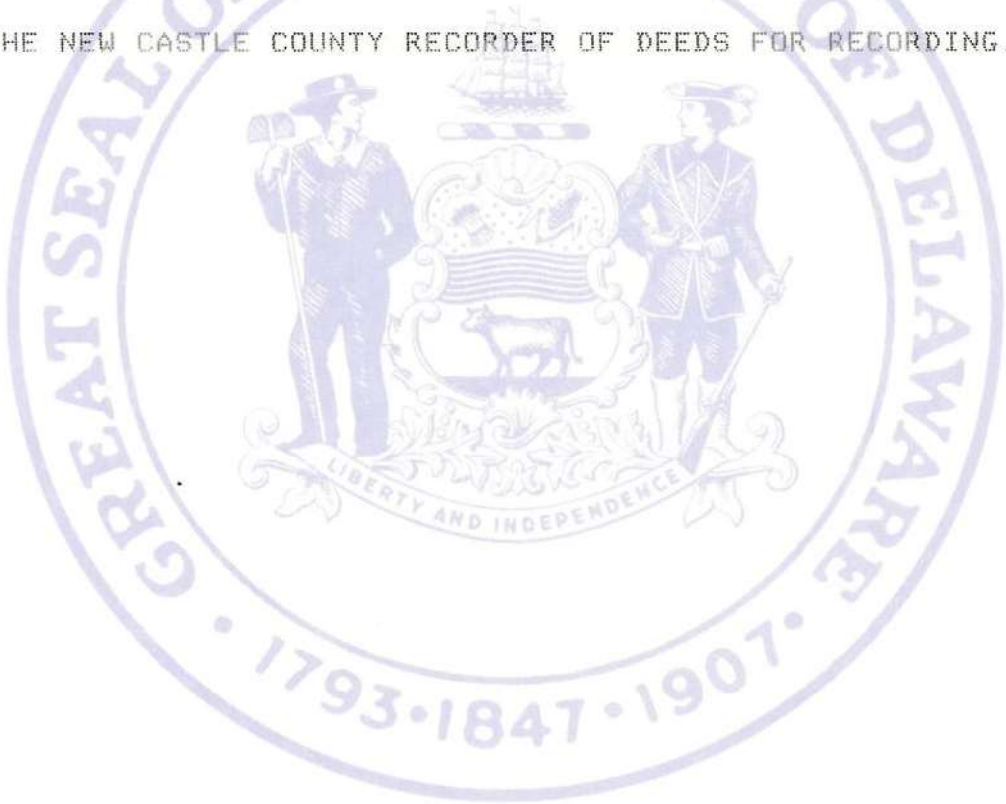
My Commission Expires 10/31/06

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CITIZENS TELECOMMUNICATIONS COMPANY", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF APRIL, A.D. 1997, AT 9 O'CLOCK A.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.



Edward J. Freel, Secretary of State

2342881 8100

971124896

AUTHENTICATION: 8424821

DATE: 04-17-97

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/17/1997
971124896 - 2342881

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

CITIZENS TELECOMMUNICATIONS COMPANY

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation" is Citizens Telecommunications Company.

2. The Certificate of Incorporation of the corporation is hereby amended to add the following Article:

> "THIRTEENTH: The corporation agrees to become a Virginia Public Service Corporation, engaged in the business of telephone and telegraph, and shall be subjected to and governed as such and more particularly under Title 56-1 et. seq., of the Code of Virginia as amended from time to time."

3. The Amendment of the Certificate of Incorporation herein certified has been duly adopted and written consent has been given in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

Signed on April 16, 1997

L. Russell Mitten, Vice President

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "CITIZENS TELECOMMUNICATIONS COMPANY", FILED IN THIS OFFICE ON THE FIRST DAY OF JULY, A.D. 1993, AT 9 O'CLOCK A.M.

Edward J. Freel, Secretary of State

AUTHENTICATION: 7363667

DATE: 01-05-95

2342881 8100

950002579

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 07/01/1993
931825369 - 2342881

CERTIFICATE OF INCORPORATION

OF

CITIZENS TELECOMMUNICATIONS COMPANY

FIRST: The name of the corporation is Citizens Telecommunications Company.

SECOND: The address of its registered office is in Kent County, Delaware at 32 Loockerman Square, Suite L-100, Dover, Delaware 19901.

The name of its registered agent at such address is The Prentice-Hall Corporation System, Inc.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of capital stock which the corporation shall have authority to issue is one hundred (100) shares of common stock, $10.00 par value per share.

FIFTH: The name and address of the incorporator is:

Charles J. Weiss — High Ridge Park Stamford
Stamford, CT 06905

SIXTH: The powers of the incorporator terminate upon the filing of this certificate of incorporation. The names and addresses of the directors who are to serve until the first annual meeting of stockholders or until their successors are elected and qualify are:

Name	Address
Leonard Tow	High Ridge Park Stamford, CT 06905
Daryl A. Ferguson	High Ridge Park Stamford, CT 06905
Donald K. Roberton	High Ridge Park Stamford, CT 06905

SEVENTH: In addition to the powers conferred under the General Corporation Law, the board of directors shall have power to adopt, amend, or repeal the by-laws of the corporation.

EIGHTH: Subject to any contrary provision of the General Corporation Law, the books of the corporation may be kept at such place or places, within or without the State of Delaware, as may be designated from time to time by the board of directors or in the by-laws of the corporation.

NINTH: The election of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

TENTH: To the fullest extent permitted by Section 102(b)(7) of the General Corporation Law of the State of Delaware, as amended from time to time, or in analogous provisions of successor law, there shall be no liability on any part of any director of the corporation to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a Director of the Corporation existing hereunder with respect to any act or omission occurring prior to or at the time of such repeal or modification.

ELEVENTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by law, and all rights conferred herein upon stockholders and directors are granted subject to this reservation.

TWELFTH: The corporation may indemnify officers, directors, employees/and agents to the fullest extent allowed by Section 145 of the General Corporation Law.

I, THE UNDERSIGNED, being the incorporator hereinbefore named, do make this Certificate for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware; and intending that this be an acknowledgement within the meaning of Section 103 of the General Corporation Law, have executed this document on June 30, 1993.

Charles J. Weiss

CERTIFICATE OF

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

VERIZON CALIFORNIA INC.

The undersigned certify that:

1. They are the President and the Secretary, respectively, of Verizon California Inc., a California Corporation.

2. The Amended and Restated Articles of Incorporation of this corporation are amended and restated to read as herein set forth in full in Exhibit A attached hereto.

3. These newly Amended and Restated Articles of Incorporation were duly proposed by the Board of Directors and approved by the required vote of the sole Shareholder on April 1, 2016, in accordance with Section 902 of the California Corporations Code to read as set forth in full in Exhibit A attached hereto. The total number of outstanding shares of the corporation is one (1). The total number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

4. These newly Amended and Restated Articles of Incorporation shall be effective upon filing with the Secretary of State of California.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

Date: April 1, 2016

By_____
Daniel J. McCarthy, President

By_____
Mark D. Nielsen, Secretary

EXHIBIT A

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
FRONTIER CALIFORNIA INC.

The name of the corporation is Frontier California Inc.

1. The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the California Corporations Code other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

2. The corporation is authorized to issue only one class of shares of stock; and the total number of shares which the corporation is authorized to issue is one (1) share of Common Stock without par value.

3. The Board of Directors is expressly authorized from time to time to adopt, amend or repeal the Bylaws of the corporation.

4. To the fullest extent that the California Corporations Code, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, no director of this corporation shall be liable to this corporation or its shareholders for monetary damages for breach of fiduciary duty as a director. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of this corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

5. The corporation reserves the right to amend, alter, change or repeal any provision contained in these Amended and Restated Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NEW COMMUNICATIONS ONLINE AND LONG DISTANCE INC.", CHANGING ITS NAME FROM "NEW COMMUNICATIONS ONLINE AND LONG DISTANCE INC." TO "FRONTIER COMMUNICATIONS ONLINE AND LONG DISTANCE INC.", FILED IN THIS OFFICE ON THE FIRST DAY OF JULY, A.D. 2010, AT 1:55 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Jeffrey W. Bullock, Secretary of State

4683497 8100

100709848

AUTHENTICATION: 8091424

DATE: 07-01-10

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:10 PM 07/01/2010
FILED 01:55 PM 07/01/2010
SRV 100709848 - 4683497 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of

New Communications Online and Long Distance Inc.

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "First" so that, as amended, said Article shall be and read as follows:

The name of the Corporation is FRONTIER COMMUNICATIONS ONLINE AND LONG DISTANCE INC.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 1st day of July, 2010.

By: _____
Authorized Officer

Title: Secretary

Name: David G. Schwartz
Print or Type

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "NEW COMMUNICATIONS ONLINE AND LONG DISTANCE INC.", FILED IN THIS OFFICE ON THE EIGHTH DAY OF MAY, A.D. 2009, AT 8:57 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Jeffrey W. Bullock, Secretary of State

4683497 8100

090444749

AUTHENTICATION: 7290183

DATE: 05-08-09

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:12 AM 05/08/2009
FILED 08:57 AM 05/08/2009
SRV 090444749 - 4683497 FILE

CERTIFICATE OF INCORPORATION

OF

NEW COMMUNICATIONS ONLINE AND LONG DISTANCE INC.

1. The name of the corporation is New Communications Online and Long Distance Inc.

2. The address of its registered office in the State of Delaware is 1209 Orange Street in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware, as it may be amended from time to time, or any successor law.

4. The total number of shares of all classes of stock which the corporation shall have authority to issue is one hundred (100) shares of Common Stock without par value.

5. The name and mailing address of the sole incorporator is as follows:

Rosalynn Christian
600 Hidden Ridge
Irving, TX 75038

6. The Board of Directors is expressly authorized from time to time to adopt, amend or repeal the Bylaws of the corporation.

7. To the fullest extent that the General Corporation Law of the State of Delaware, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, no director of this Corporation shall be liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of this Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

8. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, does make this certificate, hereby declaring and certifying that this is his act and deed and the facts herein stated are true, and accordingly has caused to be set hereunto his hand, this 8th day of May, 2009.

Rosalynn Christian

Rosalynn Christian

State of California
Secretary of State

NAME CHANGE
CERTIFICATE OF QUALIFICATION

C3283300

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify that on the **9th day of July, 2010**, there was filed in this office an Amended Statement and Designation by Foreign Corporation whereby the corporate name of **NEW COMMUNICATIONS OF THE SOUTHWEST INC.**, a corporation organized and existing under the laws of **Delaware**, was changed to **FRONTIER COMMUNICATIONS OF THE SOUTHWEST INC.**. This corporation complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in the State of California and as of said date has been and is qualified and authorized to transact intrastate business in the State of California, subject however, to any licensing requirements otherwise imposed by the laws of this State.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of July 12, 2010.

Debra Bowen

DEBRA BOWEN
Secretary of State

wmm

A0704939

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

JUL - 9 2010

AMENDED STATEMENT BY FOREIGN CORPORATION

Frontier Communications of the Southwest Inc.
(Name of Corporation)

_____, a corporation organized

and existing under the laws of Delaware, and which is presently
(State or Place of Incorporation)

qualified for the transaction of intrastate business in the State of California, makes the following statement:

That the name of the corporation has been changed to that hereinabove set forth and that the name relinquished at the time of such change was

New Communications of the Southwest Inc.

Frontier Communications of the Southwest Inc.
(Name of Corporation)

(Signature of Corporate Officer)

David G. Schwartz, Secretary
(Typed Name and Title of Officer Signing)

Secretary of State Form
ASDC (REV 03/2005)

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:11 AM 05/08/2009
FILED 08:55 AM 05/08/2009
SRV 090444745 - 4683494 FILE

CERTIFICATE OF INCORPORATION

OF

NEW COMMUNICATIONS OF THE SOUTHWEST INC.

1. The name of the corporation is New Communications of the Southwest Inc.

2. The address of its registered office in the State of Delaware is 1209 Orange Street in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware, as it may be amended from time to time, or any successor law.

4. The total number of shares of all classes of stock which the corporation shall have authority to issue is one hundred (100) shares of Common Stock without par value.

5. The name and mailing address of the sole incorporator is as follows:

Rosalynn Christian
600 Hidden Ridge
Irving, TX 75038

6. The Board of Directors is expressly authorized from time to time to adopt, amend or repeal the Bylaws of the corporation.

7. To the fullest extent that the General Corporation Law of the State of Delaware, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, no director of this Corporation shall be liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of this Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

8. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, does make this certificate, hereby declaring and certifying that this is his act and deed and the facts herein stated are true, and accordingly has caused to be set hereunto his hand, this 8th day of May, 2009.

Rosalynn Christian

Rosalynn Christian

Exhibit G

[Confidential]

Exhibit G

[Confidential]

Redacted pursuant to G.O. 66-D; Pub. Util. Code § 583; Gov. Code §§ 6254(k), 6255; Evid. Code 1060; Civ. Code § 3426.1.