

Mr. John C. Demers
Assistant Attorney General for National Security
U.S. Department of Justice
National Security Division
950 Pennsylvania Avenue, NW
Washington, DC 20530
telecom@usdoj.gov

Re: Pending applications with the Federal Communications Commission for the Transfer of Control of Domestic and International Authorizations pursuant to Section 214 of the Communications Act of 1934, as amended, as well as for other relief.

Mr. Demers:

This Letter of Agreement (“LOA”) outlines the commitments made by OHCP Northeastern Fiber Buyer, Inc. (“NFB”) and its subsidiaries, as well as by Flight Group Holdings LP (“Flight Group” and, together with NFB, “the Parent Entities”), and, only with respect to the commitments contained in Section III(1) herein, by Antin Infrastructure Partners III, FCPI (“Antin III France”), a French entity acting through its management company, Antin Infrastructure Partners SAS, and Antin Infrastructure Partners III, L.P. (together with Antin III France, “Antin III”), a limited partnership organized under the laws of England and Wales acting through its authorized manager, Antin Infrastructure Partners UK Limited, to the U.S. Department of Justice (“DOJ”). This LOA is executed in order to address national security, law enforcement, and/or public safety concerns raised with regard to applications filed with the Federal Communications Commission (“FCC”) requesting authority for several transfers of control in relation to certain domestic and international authorizations under Section 214 of the Communications Act of 1934 (“the Act”), as amended, as well as for other relief.¹

¹ Those applications are: (1) to transfer control of ION Holdco LLC (“ION”), application file number ITC-T/C-20180319-00055, to transfer authorization File Number ITC-214-20070426-00164 (TT # 18-08); (2) to transfer control of National Mobile Communications Corporation (“NMCC”), application file number ITC-T/C-20180319-00056, to transfer authorization File Number ITC-214-20050422-00566 (TT #18-09); (3) to transfer control of BayRing Communications, Inc. (“BayRing”), application file number ITC-T/C-20180319-00058, to transfer authorization File Number ITC-214-19961216-00630 (TT # 18-10) (otherwise subject to an April 28, 2014, LOA (“April 2014 LOA”)); (4) to transfer control of Oxford County Telephone and Telegraph (“Oxford T&T”), application file number ITC-T/C-20180319-00059, to transfer authorization File Number ITC-214-19970902-00523 (TT # 18-11) (otherwise subject to the 2014, LOA); (5) to transfer control of TVC Albany, Inc. (“TVC”), application file number ITC-T/C-20180319-00060, to transfer authorization File Numbers ITC-214-19990825-00538 and ITC-214-20010209-00086 (TT # 18-12); (6) for declaratory relief to allow indirect foreign ownership in TVC to exceed the 25 percent benchmark in Section 310(b)(4) of the Act, application file number ISP-PDR-2018031900001 (TT # 18-13); (7) to transfer control of TVC’s wireless authority, ULS file number 0008139073 (TT # 18-14); and (8) to transfer control of telecommunications service providers operating under the FirstLight brand and variously relying on the blanket domestic Section 214 authorization in Section 63.01 of the Commission’s Rules and/or holding international Section 214 authority to provide facilities-based or resold international telecommunications services, WC Docket No. 18-83 (TT # 18-15).

I. BACKGROUND

Through the transaction(s) underlying the need for the instant transfers of control, Flight Group will indirectly wholly acquire NFB, which controls multiple entities that operate collectively under the “FirstLight” brand, some of which separately control the FCC authorizations at issue herein.² Immediately following the close of those transaction(s), Flight Group’s indirect, wholly owned subsidiary Flight Bidco, Inc. will merge with and into NFB, with NFB—the surviving entity—then being indirectly and fully owned by Flight Group, a Delaware limited partnership owned and jointly controlled by Antin III.

FirstLight is composed of a series of separate entities (“the FirstLight Entities”) that function under a single executive team responsible for the entire organization. FirstLight provides telecommunications services in Connecticut, Maine, Massachusetts, New Hampshire, New York, Pennsylvania, Rhode Island, and Vermont. The telecommunications services provided by FirstLight include Ethernet, wavelengths, dark fiber, Internet access, data center services, and cloud and voice services. After this transaction, the FirstLight Entities and their direct and indirect subsidiaries will continue to exist and operate in their respective service territories, and under the same trade names, providing service pursuant to existing rates, terms, and conditions.

II. OPERATIONAL REQUIREMENTS AND NOTICES

1. Lawful Interception. The FirstLight Entities and NFB acknowledge that they are covered by and will comply with all applicable lawful interception statutes, regulations, and requirements, including the Communications Assistance for Law Enforcement Act (CALEA), 47 U.S.C. §§ 1001-1010, and its implementing regulations, and will comply with all court orders and other legal process for lawfully authorized electronic surveillance.

2. Outsourcing and Offshoring. The FirstLight Entities agree to provide, and the Parent Entities agree to ensure that the FirstLight Entities provide, DOJ with at least **sixty (60) calendar days’ advanced notice** of any intention to outsource and/or off-shore any network-related services, including but not limited to Network Operations Center (NOC) operations and/or services, customer support services, network maintenance, remote access to network elements or databases (e.g., call detail records (CDRs), billing services, customer proprietary network information (CPNI), etc.), and any access to Domestic Communications.³ DOJ will

² Those entities are: TVC; 186 Communications, LLC; New Hampshire Optical Systems, Inc.; segTel, Inc.; Sovernet, Inc.; NMCC; Sovernet Fiber Corp.; ION; ION Newco Corp; Finger Lakes Technology Group, Inc.; Oxford T&T; Oxford Telephone Company; Oxford West Telephone Company; BayRing; Northeast Competitive Access Providers, LLC; and Revolution Networks, LLC.

³ “Domestic Communications” as used herein means: (1) Wire Communications or Electronic Communications (whether stored or not) from one U.S. location to another U.S. location; and (b) the U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the United States. “Electronic Communication” has the meaning given it in 18 U.S.C. § 2510(12). “Wire Communication” has the meaning given it in 18 U.S.C. § 2510(1).

have **thirty (30) calendar days** from the date of receipt of such advanced notice in which to object in writing (electronic mail or postal service) to the notified outsourcing or off-shoring, after which period the outsourcing or off-shoring may proceed unless DOJ objected.

3. Major Network Equipment. The FirstLight Entities further agree to provide, and the Parent Entities agree to ensure that the FirstLight Entities provide, **DOJ 60 calendar days' advanced notice** of any intention to deploy or install any major network equipment, including but not limited to softswitches, gateway routers, session border controllers, network management elements, call servers, call agents, Session Initiation Protocol (SIP) servers, Media Gateway Controller (MGC), Quality of Service (QoS) Server, Signaling equipment, Application Programming Interface (API) Servers, Home Location Register (HLR), Visitor Location Register (VLR), Radio Access Network (RAN), etc. from foreign based or foreign government controlled companies. DOJ will have **twenty-one (21) calendar days** from the date of receipt of such advanced notice in which to object in writing (electronic mail or postal service) to the notified deployment or installing of major network equipment, after which time the deployment or install may proceed unless DOJ objected.

4. Records Disclosure. The FirstLight Entities agree not to, and the Parent Entities agree to ensure that the FirstLight Entities will not, directly or indirectly disclose or permit disclosure of or access to U.S. Records⁴ or Domestic Communications or any information (including call content and call data) pertaining to a wiretap order, pen/trap and trace order, subpoena, or any other lawful request by a U.S. law enforcement agency for U.S. Records to any person if the purpose of such disclosure or access is to respond to the legal process or request on behalf of a non-U.S. government⁵ without first satisfying all pertinent requirements of U.S. law and obtaining the express written consent of DOJ, or the authorization of a court of competent jurisdiction in the United States. Any such requests for legal process submitted by a non-U.S. government to the FirstLight Entities shall be referred to DOJ as soon as possible, but in no event later than **seven (7) calendar days** after such request or legal process is received by or made known to the FirstLight Entities, unless disclosure of the request or legal process would be in violation of U.S. law or an order of a U.S. court.

5. Mandatory Destruction. The FirstLight Entities also agree to ensure, and the Parent Entities agree to make certain that the FirstLight Entities ensure, that U.S. Records are not made subject to mandatory destruction under any foreign laws. The FirstLight Entities further agree to ensure, and the Parent Entities also agree to make certain the FirstLight Entities ensure, that U.S. Records and or copies of U.S. Records will be maintained in the United States at all times.

⁴ "U.S. Records," as used herein, means Oxford Companies' customer billing records, subscriber information, and any other related information used, processed, or maintained in the ordinary course of business relating to the services offered by the Oxford Companies in the U.S., excluding subscriber listing information made available for publication in the normal course of business. For these purposes, U.S. Records also shall include information subject to disclosure to a U.S. federal or state governmental entity under the procedures specified in Sections 2703(c) and (d) and Section 2709 of Title 18 of the U.S. Code.

⁵ The term "non-U.S. government" means any government, including an identified representative, agent, component or subdivision thereof, that is not a local, state, or federal government in the U.S.

6. Law Enforcement Point of Contact. The FirstLight Entities agree to designate a U.S. Law Enforcement Point of Contact (“LE POC”) in the United States, preferably a U.S. citizen, to receive service of process for U.S. Records and, where possible, to assist and support lawful requests for surveillance or production of U.S. Records by U.S. federal, state, and local law enforcement agencies (“Lawful U.S. Process”). In its April 19, 2018, response to DOJ Triage Questions, the FirstLight Entities identified Jill Sandford as LE POC. Ms. Sandford will remain the FirstLight Entities’ LE POC following the consummation of the proposed transaction. Further, and absent circumstances beyond their control, the FirstLight Entities will give DOJ at least **thirty (30) calendar days**’ notice of any change to the LE POC, and the FirstLight Entities’ newly designated LE POC shall thereafter be subject to DOJ review and approval. DOJ will have **thirty (30) calendar days** from the date of receipt of the FirstLight Entities’ notice of a change in LE POC in which to object in writing (electronic mail or postal service), after which time DOJ will be deemed to have non-objected to the designated LE POC. The FirstLight Entities also agree that the designated LE POC will have access to all U.S. Records, and, in response to Lawful U.S. Process, will make such records available promptly, and in any event no later than **seven (7) calendar days** after receiving such Lawful U.S. Process.

III. MATERIAL NOTICES AND REPORTS

1. Notice of New Acquisition. The FirstLight Entities, the Parent Entities, and Antin III agree to provide DOJ with notice of any acquisition of an additional FCC-licensed telecommunications entity or the filing of any application to transfer control with the FCC within **fourteen (14) calendar days** of such acquisition(s) or filing(s).

2. Routine Updates. The FirstLight Entities also agree to provide, and the Parent Entities agree to ensure that the FirstLight Entities provide:

- (a) status-change updates regarding the individual FirstLight Entities’ reliance upon third-party billing platforms within **sixty (60) calendar days** of any change to such reliance, to include the identity of the third-party vendor used, the nature of service used, and any remote access or overseas support relied upon or allowed;
- (b) status-change updates regarding any existing contractual obligations between the FirstLight Entities (individually or collectively) and their systems and data providers regarding whether FirstLight information can be accessed only from within the United States within **sixty (60) calendar days** of any change to such obligations;
- (c) status-change updates regarding the reliance by any FirstLight Entities on overseas personnel within **sixty (60) calendar days** of any change to such reliance; and
- (d) bi-annual status updates regarding the decommissioning of legacy Time Division Multiplexing (“TDM”)/synchronous optical networking (“SONET”) equipment in the FirstLight network, to include the FirstLight Entities’ decision(s) regarding replacement

equipment, due on the anniversary of the date of the last signature affixed hereto (“Execution Date”) and six months thereafter (annually).⁶

3. Notice of Material Change. The FirstLight Entities agree to provide, and the Parent Entities agree to ensure that the FirstLight Entities provide, DOJ with notice of material changes pertaining to corporate structure changes other than pro forma transactions notified to the FCC, name changes for any FirstLight entity, changes to CALEA compliance or lawful surveillance capabilities, or the ability of the FirstLight entities to comply with the obligations of this LOA. within **thirty (30) calendar days of such change(s)**.

4. Annual Reports. In addition, the FirstLight Entities and the Parent Entities agree to submit annual reports to DOJ regarding their compliance with this LOA, to include:

- certifications that there were no material changes during the preceding year (where no changes were notified to DOJ), or explanations for the failure to so notify;
- statements regarding the FirstLight Entities’ CALEA compliance status;
- certifications that all notifications required under this LOA were made during the preceding year, or explanations for the failure to so notify;
- lists of the FirstLight Entities’ principal equipment and third-party Operational Support Systems (OSS) and Business Support Services (BSS) vendors and suppliers;
- notice of any new general types of service offerings provided by any of the individual FirstLight Entities;
- notice of the FirstLight Entities’ record-storage locations and access-control requirements for third-party vendors;
- identification of the LE POC and the LOA POCs (defined below, in section IV.1.); and
- current ownership organization charts for the FirstLight Entities.

These annual reports will be due on the **yearly anniversary** of the Execution Date.

IV. MISCELLANEOUS

1. LOA Points of Contact. The FirstLight Entities and the Parent Entities separately agree to designate LOA points of contact (“LOA POCs”) with whom DOJ can communicate regarding the LOA. These LOA POCs may be the same person. The FirstLight Entities and the Parent Entities shall notify DOJ of these designations within **fourteen (14) calendar days** of the

⁶ This LOA incorporates by reference as a baseline from which to measure change the substance of the information provided by the FirstLight Entities in their April 19, 2018, Responses to DOJ Triage Questions and their June 1, 2018, Responses to Team Telecom Supplemental Questions.

Execution Date. Thereafter, the FirstLight Entities and the Parent Entities shall notify DOJ of any changes to the LOA POCs within **fourteen (14) calendar days** of such change(s).

2. Notice and Communications. For purposes of this LOA, notification to DOJ will be via first-class, certified mail, or electronic mail, and will be addressed to the following:

Foreign Investment Review Staff
U.S. Department of Justice
National Security Division
175 N Street NE
Washington, DC 20002
Electronic mail (e-mail): ttelecom@usdoj.gov

Courtesy electronic copies of all notices and communications also will be sent to the following, or to those individuals identified to the FirstLight Entities and the Parent Entities by DOJ in the future: Kristin Taylor of the DOJ (at kristin.taylor@usdoj.gov); Loyaan Egal of the DOJ (at loyaan.egal@usdoj.gov); and Richard Sofield of the DOJ (at richard.sofield2@usdoj.gov).

3. LOA Term. The obligations and duties owed or required to be performed by the FirstLight Entities and the Parent Entities pursuant to this LOA will naturally expire within **sixty (60) calendar days** of DOJ's receipt of the third annual report submitted in accordance herewith (i.e., in 2021) unless DOJ elects to renew the LOA in subsequent one-year increment(s) thereafter. DOJ's right to extend has no limit, but each year's renewal must be delivered to the FirstLight Entities and the Parent Entities within **sixty (60) calendar days** of the receipt of a given year's annual report. Once the LOA expires it cannot be renewed except upon the uniform request of the FirstLight Entities and the Parent Entities. Upon the natural expiration of the LOA, a representative from either the FirstLight Entities or the Parent Entities shall file a letter advising of the LOA's expiration with the FCC, and thereafter transmit a copy of said letter to DOJ.

4. Breach. The FirstLight Entities and the Parent Entities further agree that in the event the commitments set forth in this LOA are breached, DOJ may request, in addition to any other remedy available at law or equity, that the FCC modify, condition, revoke, cancel, or render null and void any relevant license, permit, or other authorization granted by the FCC to the FirstLight Entities (individually) or any successors-in-interest. Nothing herein shall be construed to be a waiver by the FirstLight Entities or the Parent Entities of, or limitation on, their rights to oppose or comment on any such request.

5. Effect. This LOA shall inure to the benefit of, and shall be binding upon, the FirstLight Entities and the Parent Entities, individually, and their respective successors and assigns. This Agreement shall apply in full force and effect to any entity or asset, whether acquired before or after the LOA's execution, over which NFB or Flight Group, including their successors or assigns, have the power or authority to exercise *de facto* or *de jure* control.

6. Other Obligations. Nothing in this LOA is intended to excuse the FirstLight Entities or the Parent Entities from their obligations to comply with any and all applicable legal

requirements and obligations, including any and all applicable statutes, regulations, requirements, or orders.

7. DOJ Action. The FirstLight Entities and the Parent Entities understand that, upon execution of this LOA by an authorized representative for each company, or shortly thereafter, DOJ shall notify the FCC that it has no objection to the grant of the FCC applications identified herein.

8. Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile and portable document format, each of which shall together constitute one and the same instrument.

V. EXECUTION

Sincerely,



7/9/18

Name: MR KURT VAN WAGENEN DATE
Title: VORZESITZEND
OHCP NORTHEASTERN FIBER BUYER, INC.

Name: _____ DATE
Title: _____
FLIGHT GROUP HOLDINGS LP

Name: _____ DATE
Title: _____
ANTIN INFRASTRUCTURE PARTNERS SAS (ACTING IN ITS CAPACITY AS
MANAGEMENT COMPANY OF ANTIN INFRASTRUCTURE PARTNERS III, FPCI)

Name: _____ DATE
Title: _____
ANTIN INFRASTRUCTURE PARTNERS UK LIMITED (ACTING IN ITS CAPACITY AS
AUTHORIZED MANAGER OF ANTIN INFRASTRUCTURE PARTNERS III, L.P.)

requirements and obligations, including any and all applicable statutes, regulations, requirements, or orders.

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V. EXECUTION

Sincerely,

Name: _____ DATE
Title: _____
OHCP NORTHEASTERN FIBER BUYER, INC.



Name: Mélanie Biessy DATE
Title: Authorized Signatory
FLIGHT GROUP HOLDINGS LP

Name: _____ DATE
Title: _____
ANTIN INFRASTRUCTURE PARTNERS SAS (ACTING IN ITS CAPACITY AS
MANAGEMENT COMPANY OF ANTIN INFRASTRUCTURE PARTNERS III, FPCI)

Name: _____ DATE
Title: _____
ANTIN INFRASTRUCTURE PARTNERS UK LIMITED (ACTING IN ITS CAPACITY AS
AUTHORIZED MANAGER OF ANTIN INFRASTRUCTURE PARTNERS III, L.P.)

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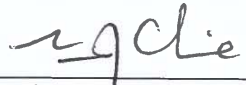
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V. EXECUTION

Sincerely,


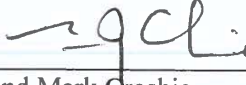
Name: _____ DATE
Title: _____
OHCP NORTHEASTERN FIBER BUYER, INC.

Name: _____ DATE
Title: _____
FLIGHT GROUP HOLDINGS LP

  9TH JULY, 2018

Name: Alain Rauscher and Mark Crosbie DATE

Title: Managing Partners
ANTIN INFRASTRUCTURE PARTNERS SAS (ACTING IN ITS CAPACITY AS
MANAGEMENT COMPANY OF ANTIN INFRASTRUCTURE PARTNERS III, FPCI)

  9TH JULY, 2018

Name: Alain Rauscher and Mark Crosbie DATE

Title: Managing Partners
ANTIN INFRASTRUCTURE PARTNERS UK LIMITED (ACTING IN ITS CAPACITY AS
AUTHORIZED MANAGER OF ANTIN INFRASTRUCTURE PARTNERS III, L.P.)