

Adoption of the Interconnection Agreement

This Adoption of the Interconnection Agreement ("Agreement") is entered into by and between Pioneer Telephone Cooperative ("Pioneer") and Charter Fiberlink OR-CCVII, LLC ("CLEC"), each of which may be referred to herein as a "Party," or collectively as "the Parties," to establish the terms, conditions and rates for local interconnection and the exchange of local traffic for the State of Oregon.

NOW THEREFORE, the Parties agree as follows:

1. ADOPTED AGREEMENT

1.1 This Agreement between the Parties shall consist of the Interconnection Agreement entered into by and between Pioneer and Comcast Phone of Oregon, LLC that was approved by the Public Utility Commission of Oregon as an Interconnection Agreement for the State of Oregon ("Adopted Agreement") on January 26, 2009, in Docket ARB 875.

1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement, including all amendments to that Adopted Agreement (the "Terms").

1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect.

2. PARTY

For the purposes of this Agreement, CLEC is hereby substituted in the Adopted Agreement for Comcast Phone of Oregon, LLC.

3. PROVISIONS

3.1 The Terms of the Adopted Agreement are being adopted in its entirety by CLEC pursuant to CLEC's statutory rights under Section 252(i). The filing and performance by Pioneer of the Terms do not in any way constitute a waiver by Pioneer of any position as to the Terms or a portion thereof, nor constitute a waiver by Pioneer of any or all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of CLEC's 252(i) election.

3.2 Should CLEC attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, Pioneer reserves its rights to seek appropriate legal and/or equitable relief.

3.3 CLEC represents that it is complying with all provisions of the Adopted Agreement as of the effective date of the adoption.

4. EFFECTIVE DATE AND TERM

4.1 This Agreement shall become effective on the date of Commission Approval (“Effective Date”); however, the Parties may agree to implement the provisions of this Agreement upon execution by both Parties.

5. NOTICES

Except as otherwise provided, all notices and communications hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

To CLEC:

Charter Communications, Inc.
Attn: Legal Department – Telephone
12405 Powerscourt Drive
St Louis, Missouri 63131

with copies to:

Charter Communications, Inc.
Attn: Carrier Relations – Regulatory
12405 Powerscourt Drive
St Louis, Missouri 63131

and

Charles A. Hudak
Friend, Hudak & Harris, LLP
Three Ravinia Drive
Suite 1700
Atlanta, GA 30346
Phone: 770-399-9500
Fax: 770-395-0000

To Pioneer:

Pioneer Telephone Cooperative
Attn: GENERAL MANAGER
1304 Main Street
Philomath, Oregon 97370

with copy to:

LAW OFFICE OF RICHARD A FINNIGAN
2112 BLACK LAKE BLVD SW
OLYMPIA, WA 98512

6. REGULATORY REQUIREMENTS

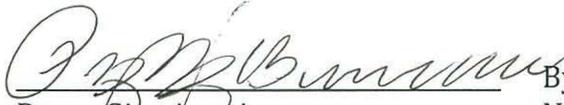
6.1 CLEC represents and warrants that it is authorized to provide telecommunications services in the State of Oregon.

6.2 The Parties will cooperate to file this Agreement with the Commission for approval and complete all attendant requirements of the Commission for such approval.

IN WITNESS WHEREOF, CLEC and Pioneer have caused this Agreement to be executed by their respective duly authorized representatives.

Charter Fiberlink OR-CCVII, LLC
By Charter Communications, Inc.,
Its Manager

Pioneer Telephone Cooperative

By: 
Name: Peggy Giannetti
Title: V.P., Circuit Operations
Date: 6-5-17

By: 
Name: MICHAEL WHALEN
Title: EXECUTIVE VP
Date: MAY 18, 2017