

**JOINT INTEREST AGREEMENT REGARDING CONFIDENTIAL
SHARING OF ATTORNEY WORK PRODUCT AND
PRIVILEGED INFORMATION**

THIS AGREEMENT is made by and among the Mt. Hood Cable Regulatory Commission, on behalf of the Oregon Cities of Fairview, Gresham, Troutdale, and Wood Village, and the City of Kirkland, Washington ("Parties").

RECTALS

1. Each of the Parties has received a Form 394 transfer request from Verizon Northwest Inc. requesting consent to the transfer of control of the cable franchise (the "Transfer Request"). This Agreement regarding common interest and confidentiality ("Agreement") pertains to meetings, discussions, investigations, documents or legal proceedings, of any kind, between and among the undersigned relating directly or indirectly to the Transfer Request.

2. The Parties anticipate that legal and factual issues common to them will arise during the review of the Transfer Request as to which they will have a common position, or at least as to which it is reasonable for them to explore the possibility of a common position.

3. The Parties anticipate that each may have access to information as to which an individual Party has a protected, confidential relationship that is not available to the other Party. In the interest of exploring the possibility of a common position, the Parties wish to take every lawful, ethical and proper step to permit their respective counsel to share and exchange intelligence, strategies, legal theories, confidences and other secrets, information and documents.

4. The Parties either are or could be affected by, or could possess information relevant to the Transfer Request. The attorneys representing each Party, and the individual Parties themselves, therefore believe that a common interest exists on the part of the Parties with respect to the matters described above and any related proceedings arising therefrom. Counsel for each Party believes that participation by each of the undersigned counsel is necessary to effectuate the best representation of their respective clients. Accordingly, counsel for each of the Parties wish to pursue the common interests of their clients and to make clear that they do not waive any privilege as to any communication or as to their work product.

5. It is the understanding of the Parties that the confidences shared pursuant to this Agreement are fully protected under the concept of a joint defense/interest privilege and work product immunity as recognized by federal/state law.

AGREEMENT - JOINT INTEREST OF PARTIES

6. The Parties may, at the sole option of each, share and exchange intelligence, strategies, legal theories, confidences, information and documents (hereinafter "information") to advance the proper and appropriate participation in the Transfer Request and related proceedings.

7. Each Party and its representatives agree to maintain the information in confidence and to preserve and protect the attorney-client privilege, the work-product immunity and all other legal protections applicable to the information, to the extent allowed by law. In the event of any effort by a third party to compel the disclosure of information obtained pursuant to this Agreement, the Party which is the target of the subpoena or other form of compulsory process shall promptly notify the other Party whose information is affected so as to afford such Party the opportunity to seek protection from the compelled disclosure of the information.

8. This Agreement also confirms that to the extent that counsel and the Parties have already been in communication with one another, their communications and work product are subject to the joint defense privilege and now are subject to this Agreement. Each Party acknowledges by its signature that this Agreement is effective *nunc pro tunc* June 1, 2009, and that all communications and work product information shared with another Party since that date are covered by this Agreement.

9. The undersigned will preserve the confidentiality of all joint information, to the extent allowed by law. Disclosure of the joint information shall be limited to the clients, their counsel, and employees of counsel, subject to the further provisions of this Agreement. As used in this Agreement, "joint information" shall refer to all information and materials shared between or among any signatories to this Agreement, including memoranda of law, factual summaries, investigative reports, expert or consultant reports, media/public relations strategies, documents, legal strategies, intelligence, confidences, or other matters regarding the subjects referenced herein, unless the Parties expressly designate in writing that such shared information is being shared other than pursuant to this Agreement.

10. All disclosures of information and joint information among the Parties are and will be made solely for purposes of furthering the interests of the respective Parties to this Agreement in the subjects referenced herein, and shall be used only for that purpose.

11. By executing this Agreement, counsel for each Party represents that he or she has advised his or her client fully concerning the advantages and disadvantages of a joint interest agreement.

12. The exchange of information and joint information and any communications or discussions among the Parties hereto will not constitute a waiver of any privilege from disclosure, including the attorney-client privilege and the work product doctrine. Execution of this Agreement constitutes mutual agreement that any consultations among counsel and their respective clients, and any sharing or pooling of work product or other confidential documents, are reasonably necessary for the accomplishment of the purpose for which counsel, as lawyers, have been consulted and retained. Counsel agrees that any consultations among counsel or their respective clients, and any sharing or pooling of work product or other confidential documents are in reliance on the joint defense privilege.

13. Nothing in this Agreement shall obligate any Party to exchange documents or information with any other Party.

14. By this Agreement, the undersigned and their respective clients each acknowledge and agree that cooperation in the shared purposes and objectives necessarily involves the communication and sharing of confidential information and further agree that the interests of the respective clients are not adverse. The Parties hereto has had full opportunity to consult with their separate counsel, is fully informed, and has concluded that the risk of any potential conflict of interest is outweighed by the benefits and economies of cooperation and joint information in the exploration and study regarding the proposed litigation. The Parties consent to this sharing of confidential information among counsel and waive any potential conflict of interest created thereby.

WITHDRAWAL

15. Each Party to this Agreement is free to withdraw from it upon giving express written notification to the other Parties, in which case this Agreement shall continue to protect all joint information previously disclosed under this Agreement, where such information was disclosed to the withdrawing Party prior to the notice of withdrawal.

16. Withdrawal from this Agreement shall not waive or otherwise relieve any counsel or client of the obligation to preserve the confidentiality of information received from any other counsel or client pursuant to this Agreement. Counsel for any Party that withdraws from this Agreement shall be obligated to return the copy provided and all copies subsequently made therefrom of all privileged information, to the counsel who provided the information pursuant to this Agreement. In addition, all attorney-client and work-product communications that were shared among counsel shall remain privileged as to third parties and may not be disclosed.

REMEDIES

17. The Parties agree that a breach of the provisions of this Agreement by a Party will cause irreparable harm to the other Parties; therefore, the Parties agree that injunctive relief is the appropriate means to enforce this Agreement.

SIGNATURE IN COUNTERPARTS

18. In order to facilitate and expedite the execution of this Agreement, the Parties agree that it may be executed in counterpart and that receipt of signature by facsimile shall have binding effect. Each signatory to this Agreement shall immediately return its signature to the offices of BEERY, ELSNER & HAMMOND, LLP, attention Nancy L. Werner, by facsimile at 503-226-2348. That office will distribute a copy of the fully executed Agreement to each attorney.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

SIGNATURES OF COUNSEL FOR PARTIES:

MT. HOOD CABLE REGULATORY
COMMISSION


Ben Walters, Legal Counsel

Mt. Hood Cable Regulatory Commission

DATED: July 17, 2009

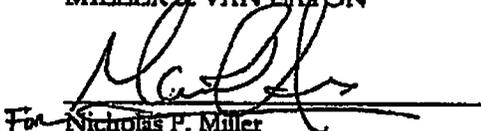
BEERY, EISNER & HAMMOND, LLP



Nancy L. Werner
Of Attorneys for the Mt. Hood
Regulatory Commission

DATED: July 17, 2009

MILLER & VAN EATON


For Nicholas P. Miller

Of Attorneys for the City of Kirkland

DATED: July 17, 2009