

**EXHIBIT A TO
JOINT MOTION FOR ORDER APPROVING STIPULATED
NONDISCLOSURE AND PROTECTIVE AGREEMENT**

STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH

DOCKET NO. EC-23, Sub 50

BLUE RIDGE ELECTRIC MEMBERSHIP
CORPORATION,

Complainant,

v.

CHARTER COMMUNICATIONS
PROPERTIES, LLC,

Respondent.

NONDISCLOSURE
AND
PROTECTIVE AGREEMENT

NONDISCLOSURE AND PROTECTIVE AGREEMENT

This NONDISCLOSURE AND PROTECTIVE AGREEMENT ("Agreement") is entered into effective as of the day of July, 2017, between the undersigned parties (each, individually, a "Party" and, collectively, the "Parties").

1. As part of the above-captioned case before the North Carolina Utilities Commission ("NCUC" or "Commission") ("the Case") the Parties may disclose to each other information which includes confidential information, for use in the Case. "Confidential Information" means any information or data disclosed by a Party (the "Disclosing Party") to the other Party (the "Recipient") under or in contemplation of this Agreement and which (a) if in tangible form or other media that can be converted to readable form, is clearly marked as proprietary, confidential or private when disclosed, or (b) if oral or visual, is identified as proprietary, confidential or private on disclosure and is confirmed in a writing so marked and delivered within ten (10) days following such disclosure.

2. Unless the Parties agree on the record at the time a deposition is taken, all deposition testimony taken in the Case shall be treated as Confidential Information until the expiration of the following: No later than the fifteenth day after the transcript is delivered to any party or the witness, and in no event later than twenty (20) days after the testimony was given. Within this period, a party may serve a Notice of Designation to all Parties of record as to specific portions of the testimony that are designated Confidential Information, and thereafter only those portions identified in the Notice of Designation shall be protected by the terms of this Agreement. Designation of deposition testimony as Confidential Information subject to the terms of this Agreement may also be made during a deposition and any such designation of deposition testimony need not be further designated by a Notice of Designation served on all Parties. The failure to serve a timely Notice of Designation shall waive any designation of testimony taken in that deposition as Confidential Information, unless otherwise ordered by the Commission.

3. The terms "Disclosing Party" and "Recipient" include each Party's corporate affiliates that disclose or receive Confidential Information. The rights and obligations of the Parties hereto shall therefore also inure to such affiliates and may be directly enforced by or against such affiliates.

4. The Confidential Information that may be disclosed is of such a highly sensitive nature that improper disclosure would expose the Disclosing Party to an unreasonable risk of harm from their competitors. Accordingly, the provisions of this Agreement govern the disclosure of the Confidential Information in these Cases.

5. The Parties hereby acknowledge the highly sensitive nature and economic value of the Confidential Information which may be disclosed in the Case and agree that the Recipient shall:

- (a) use the Confidential Information solely for the purpose(s) associated with the Case or any appeals therefrom;

- (b) redact or otherwise protect Confidential Information in any materials, including, without limitation, in prepared testimony or rebuttal testimony, cross-examination, briefs, memoranda, comments, protests, or other presentations, filed with the NCUC, in the manner prescribed by the Commission for the protection of Confidential Information;
- (c) restrict disclosure of the Confidential Information to those individuals directly involved with the Case, including only to those employees with "a need to know" and expert consultants, counsel and any third parties retained for purposes directly related to the Case and not disclose it to or afford access to it by any other person or entity without the prior written consent of the Disclosing Party;
- (d) advise those authorized employees with a "need to know" who access the Confidential Information of their obligations with respect thereto;
- (e) obtain an executed acknowledgement form as set forth in Attachment A from all authorized employees with a "need to know" who access the Confidential Information prior to their access to the Confidential Information and retain the form so long as the obligations under this Agreement remain in effect; and
- (f) not copy any Confidential Information except as necessary for authorized employees with a "need to know" and expert consultants, counsel and any third parties retained for purposes directly related to the Case to perform their responsibilities in the Case, ensuring that all confidentiality notices are reproduced in full on such copies.

6. For the purposes of this Agreement only, "employees" include persons employed by the Parties other than expert consultants, counsel and any third parties retained for purposes directly related to the Case. As used in this Agreement, a "need to know" means that the employee requires and will use the Confidential Information only to perform their responsibilities in connection with the Case and any appeal therefrom.

7. The Parties expressly reserve the right to object to the review of Confidential Information by any employee or agent of a Party or to controvert either the designation of Confidential Information or the claimed trade secret nature or confidentiality of such information. A Party objecting to the review or designation of Confidential Information must do so in good faith and begin the process by conferring

directly with counsel for the other Party. In conferring, the challenging Party must explain the basis for its position so that the other Party may reconsider or explain the basis for its position. Any dispute with respect to such designations or claims shall be submitted to the NCUC. Until the NCUC rules on the dispute, all Parties shall continue to treat the materials as Confidential Information under the terms of this Agreement.

8. "Highly Confidential Information" shall be given added protection hereunder. Highly Confidential Information is Confidential Information that the Disclosing Party in good faith believes would create a substantial risk of serious financial or other injury, if disclosed to anyone other than expert consultants and counsel retained for purposes directly related to the Case, and that such risk cannot be avoided by less restrictive means. A Party may designate information or documents as Highly Confidential by marking the documents in the same manner that Confidential Information is marked pursuant to paragraph 1 of this Agreement, except that the documents shall be marked "HIGHLY CONFIDENTIAL." Highly Confidential Information shall be treated identically to Confidential Information under the terms of this Agreement, with the exception that Highly Confidential Information may not be reviewed by the Parties or their employees, except for expert consultants and counsel retained for purposes directly related to the Case and who have signed a copy of the form set forth in Attachment B. In addition to expert consultants and counsel retained for purposes directly related to the Case, counsel for the Recipient may disclose Highly Confidential Information to up to three (3) designated employees of the Recipient who have a "need to know" the Highly Confidential Information in connection with the Case. Prior to disclosure to any such person, counsel desiring to disclose Highly Confidential Information received from the Disclosing Party shall serve on the counsel of the Disclosing Party a signed copy of the form set forth in Attachment B for each such designated employee. Counsel of the Disclosing Party may, within three (3) days of service of that designation, serve a written notice objecting to disclosure of Highly Confidential Information to such designated employee, setting forth the reasons for its objection, in which case the designated employee shall not be allowed to access any Highly Confidential Information. After serving the objection and meeting and conferring with counsel for the Recipient, the Disclosing Party may then move the NCUC for a protective order denying such disclosure; provided, however, that failure to file such a motion for a protective order within ten (10) days after the Recipient's service of the designation shall result in waiver of any objection. In the event such a motion for protective order is filed, there shall be no disclosure of Highly Confidential Information to such designated employee until the NCUC rules on the motion or the Parties agree that disclosure may or may not be made. On any motion filed in accordance with this Paragraph, the Disclosing Party shall have the burden of persuading the NCUC that the disclosure of Highly Confidential Information to the designated employee in question may result in harm to it or would likely result in unauthorized disclosure of Highly Confidential Information.

9. The use of any such Confidential Information shall be subject to the applicable rules of the NCUC and nothing in this Agreement constitutes, or shall be

construed as, an admission that any such Confidential Information is discoverable, relevant or admissible in any proceeding or hearing. This Agreement does not preclude any Party from raising any available objection, based on any reason other than the existence of this Agreement, including, without limitation, the admissibility of evidence, materiality, or attorney-client or work-product or other privilege.

10. Recipient and its employees and agents shall use at least the same degree of care to avoid improper disclosure of the Confidential Information that Recipient uses to avoid improper disclosure of its own Confidential Information of like importance. If Recipient discovers that such Confidential Information has been disclosed contrary to the terms of this Agreement, Recipient shall immediately notify the Disclosing Party and take appropriate action to limit disclosure and retrieve any disclosed document(s) or other Confidential Information.

11. When requested by the Recipient, the Disclosing Party shall provide a non-confidential summary of the Confidential Information prior to disclosure of the actual Confidential Information to enable the Recipient to determine whether it will accept the Confidential Information. Each Party has the right to refuse to accept any information under this Agreement, and nothing obligates any Party to disclose to the other Party any particular information.

12. If the Disclosing Party inadvertently fails to mark as proprietary, confidential or private information for which it desires confidential treatment, it shall so inform the Recipient. In addition, if the Disclosing Party, at the time of disclosure, inadvertently fails to identify as proprietary, confidential or private oral or visual information for which it desires confidential treatment, it shall so inform the Recipient, provided that the Disclosing Party shall confirm the designation in writing within ten (10) days thereafter. The Recipient's obligations under this Agreement in connection with information encompassed by this paragraph shall commence upon notice from the Disclosing Party of the failure to properly mark or identify the information. A failure to serve a timely Notice of Designation of deposition testimony as required by this Agreement, even if inadvertent, waives any protection for deposition testimony.

13. The inadvertent, mistaken or unintentional production of any documents, information or other material that is protected from disclosure pursuant to the attorney-client privilege, work product protection, or any other privilege, shall not constitute waiver of the applicable privilege or protection in this or any other Federal or State proceeding. If any such documents, information or other material is inadvertently, mistakenly, or unintentionally produced, the recipient of the same, upon written request from the producing party, will return the original and all copies of the same in its possession to the producing party within three (3) days of receipt of the written request, delete any versions of the same on any file system or database it maintains and make no use of the information contained in the documents, information or other material; provided, however, that the party returning such documents, information or other material shall have the right to apply to the NCUC for an order that the same is not protected from disclosure by any privilege or

protection.

14. Confidential Information, including permitted copies, shall be deemed the property of the Disclosing Party. The Recipient shall, within thirty (30) days of a written request by the Disclosing Party, return all Confidential Information (or any designated portion thereof), including all copies thereof, to the Disclosing Party or, if so directed by the Disclosing Party, destroy such Confidential Information followed by a written statement that such destruction has occurred, *provided*, however, that Confidential Information made a part of the record in the Case may be retained, but otherwise remains subject to the terms of this Agreement. The Recipient shall also, within ten (10) days of a written request by the Disclosing Party, certify in writing that it has satisfied its obligations under this Paragraph. The Disclosing Party may not request the return or destruction of the Confidential Information prior to the resolution of the Case and any associated appeal (including any court or administrative action or review and any remand), unless there is a breach of the Agreement by the Recipient. If the Disclosing Party alleges that a breach of the Agreement has occurred, it may demand the return of the information from the Recipient. Upon receipt of such demand, the Recipient may seek review by the NCUC of the Disclosing Party's allegations and demands. Notwithstanding the above requirements to return or destroy documents, counsel may retain: (1) attorney work product, including an index that refers or relates to designated Confidential Information so long as that work product does nothing more than duplicate verbatim substantial portions of Confidential Information; and (2) one complete set of all documents filed in the Case, including those filed under seal. Any retained Confidential Information shall continue to be protected under this Agreement.

15. This Agreement does not prohibit the disclosure of the Confidential Information when applicable law requires, including but not limited to, in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. If Recipient, its employees or its agents receive an agency or court subpoena or order requiring such disclosure of the Confidential Information, Recipient shall immediately, and in no event later than five (5) days after receipt, provide written notification of such request to the Disclosing Party and give the Disclosing Party a reasonable opportunity (presumptively ten business days, but only if consistent with the date for response provided in the subpoena or order and the five (5) calendar days provided herein for Recipient to provide written notification to the Disclosing Party) to respond to protect its legal rights prior to Recipient producing any Confidential Information pursuant to this paragraph. Nothing in this Agreement shall be construed to affect the use of any document, material, or information at any hearing in these Case. The Parties agree to use such documents or information at hearing only in accordance with such orders or instructions as the NCUC may make.

16. The Parties agree that an impending or existing violation of any provision of this Agreement would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that the Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

17. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof, except that the Disclosing Party warrants that it has the authority to make the disclosures contemplated hereunder.

18. This Agreement shall be effective as of the date first written above and shall continue until (i) terminated by either Party upon thirty (30) days prior written notice or (ii) otherwise abrogated by order of the Commission or a court of competent jurisdiction. Neither Party shall seek termination of this Agreement prior to the resolution of the Case (including any appeals or remands thereof), unless there is a breach of the Agreement. If the Disclosing Party alleges that a breach of the Agreement has occurred, it may provide notice of the termination of the Agreement. Upon receipt of such notice, the Recipient may seek review by the NCUC or a court with competent jurisdiction of the Disclosing Party's allegations and the termination of the Agreement. All obligations undertaken respecting Confidential Information disclosed hereunder shall survive termination of this Agreement.

19. This Agreement shall benefit and be binding upon the Parties hereto, their counsel and retained expert consultants, and each of their respective heirs, successors, assigns, affiliates, subsidiaries, and agents.

20. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the Parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.

21. Each Party warrants that it has the authority to enter into this Agreement for itself and its corporate affiliates. This Agreement may be executed by counsel for the Parties.

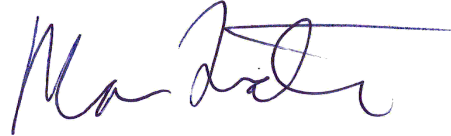
22. This Agreement, including Attachments A and B, attached hereto and incorporated herein by reference, represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding relating thereto. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both Parties. This Agreement shall be governed in all respects by the laws of the State of North Carolina.

23. This Agreement may be executed in one or more counterparts, each of which shall constitute an original. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original signature page.

[Signature Pages to Follow]

On behalf of Charter Communications Properties, LLC, its heirs, successors and

assignees: This 7th day of August 2017.



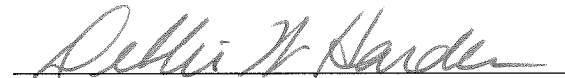
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On behalf of Blue Ridge Electric Membership Corporation, its heirs, successors and

assignees: This 7th day of August 2017.



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Corporation*

ATTACHMENT A

I, _____, a representative of _____, have been authorized to review Confidential Information in Case No. EC-23, Sub 50. I have read the NONDISCLOSURE AND PROTECTIVE AGREEMENT between CHARTER COMMUNICATIONS PROPERTIES, LLC, and BLUE RIDGE ELECTRIC MEMBERSHIP CORPORATION, I understand it, and I agree to be bound by its terms.

By: _____

Print Name: _____

Title: _____

Employed by: _____

Address: _____

Date: _____

ATTACHMENT B

I understand and agree to comply with and be bound by the terms and conditions of this
NONDISCLOSURE AND PROTECTIVE AGREEMENT applicable to HIGHLY
CONFIDENTIAL INFORMATION.

By: _____

Print Name: _____

Title: _____

Employed by: _____

Address: _____

Date: _____