# AGREEMENT FOR JOINT OWNERSHIP

# AND SPACE RENTAL OF POLES

BETWEEN

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

AND

KEARSARGE TELEPHONE COMPANY

Dated JUNE 1, 1958

# AGREEMENT FOR JOINT OWNERSHIP AND SPACE RENTAL OF POLES

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# AGREEMENT FOR JOINT OWNERSHIP AND SPACE RENTAL OF POLES

AGREEMENT, made this 1st day of June, 1958, by and between the Public Service Company of New Hampshire, a corporation of the State of New Hampshire, hereinafter called the "Electric Company", and the Kearsarge Telephone Company, a corporation of the State of New Hampshire, hereinafter called the "Telephone Company", to become effective as at July 1, 1958.

WITNESSETH:

WHEREAS to the extent consistent with considerations of safety and economy it is desired to bring under agreement all poles used in common by the parties hereto and to establish and maintain such poles for the support of wires, cables and other facilities; and

WHEREAS this use of poles may be accomplished through joint ownership or space rental; and

WHEREAS the conditions determining the necessity or desirability of joint ownership and/or space rental depend upon the service requirements to be met by each party, including considerations of safety and economy, and each party should be the sole judge in each specific instance as to whether or not its service requirements can be met properly by joint ownership and/or space rental of poles.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves and their successors and assigns, do hereby covenant and agree as follows:

## SECTION I - SCOPE OF AGREEMENT

### ARTICLE I - TERRITORY

A. This Agreement shall be effective in all locations in The State of New Hampshire in which both parties have or may have poles for the support of wires, cables and other facilities used for rendering service to the public.

### ARTICLE II - POLES

A. This Agreement shall cover all poles now or hereafter owned by each of the parties hereto when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.

B. Each party reserves the right to exclude from joint ownership or space rental:

1. Poles which in the owner's judgment should be for its exclusive use;

2. Poles which carry, or are intended to carry, facilities of such character as to make present or future joint ownership or space rental undesirable.

ARTICLE III - USE OF POLES BY MUNICIPALITIES

A. Upon written request of municipal authorities, or if deemed desirable by the parties hereto, one gain of the poles covered by this Agreement shall be reserved for fire alarm and police signal wires of the municipality in which the poles are located but only if such wires are owned by the municipality and are used exclusively for municipal purposes.

ARTICLE IV - STANDARD JOINT POLE

A. For the purposes of this Agreement, a standard joint pole shall be a 35 foot, Class 5, chemically treated wood pole or its equivalent as specified by the American Standards Association.

B. Subject to the provisions of this Agreement as to allocation of costs, poles other than standard joint poles may be used as joint poles with space thereon allocated in a mutually agreeable manner if consistent with the standards of the National Electrical Safety Code.

ARTICLE V - SPECIFICATIONS FOR JOINT CONSTRUCTION

A. The construction practices of both parties on jointly owned and space rental poles covered by this Agreement shall at all times be in keeping with the provisions of "Joint Pole Practices For Supply and Communication Circuits" based on Part 2, Fifth Edition of the National Electrical Safety Code; or future revisions thereof, attached to and made a part of this Agreement. As mutually agreed by both parties, exceptions to the foregoing specifications, including Section IV, Article I of this Agreement, shall be consistent with the standards of the National Electrical Safety Code.

SECTION II - JOINT OWNERSHIP OF POLES

ARTICLE I - ALLOCATION OF SPACE ON JOINTLY OWNED POLES

A. Space on a jointly owned standard pole shall be allocated as follows:

1. To the Electric Company, the uppermost four (4) feet.

2. To the Telephone Company, a space of three (3) feet at a sufficient distance below the space of the Electric Company to provide at all times the minimum clearances required by the National Electrical Safety Code, and at a sufficient height above ground to provide the proper vertical clearance for the lowest horizontal run line wires or cable attached in such space.

3. The space assigned to each party shall be for its exclusive use, except where the National Electrical Safety Code permits certain attachments of one party to be located in space assigned to the other party.

ARTICLE II - ACQUIRING JOINT OWNERSHIP IN EXISTING POLES

A. Whenever one party desires to acquire joint ownership in any poles owned by the other party in streets, highways, or alleys in which there are no poles in which it has an interest or ownership, written application therefor shall be made to the owner, specifying the location of the poles, the number and kind of attachments to be placed thereon, and the character of the circuits to be installed. The owner shall notify the applicant in writing either of its approval or disapproval or specify such modification therein it may desire. If the owner grants the application, joint ownership may be established as follows:

1. If said poles as then found are suitable for joint ownership hereunder, the applicant party shall pay to the owner one-half of the then value of said poles.

2. If said poles as then found are not suitable for joint ownership hereunder, the owner shall cause them to be replaced by poles which are suitable for such joint ownership. The owner of the abandoned poles shall be entitled to receive from the party desiring joint ownership, an amount equal to one-half of the then value of the abandoned poles. The expense incurred in removing the abandoned poles and the salvage derived therefrom, shall be divided equally between the parties hereto. Each party shall pay one-half of the cost of the new poles, except as specified in Article III, B, 2 of this Section.

B. When joint ownership of existing poles in any specific location is to be established as a substitute for separate ownership of existing poles located on the same street, highway, or alley, the following conditions shall be observed:

1. If the poles of one party only are suitable for joint ownership hereunder, the party owning such suitable poles shall be paid by the other party an amount equal to one-half of the then value of such poles less one-half of the then value of the abandoned poles; provided, that in no case shall the total value of the abandoned poles be deemed greater than the total value of the suitable poles. The expense incurred in removing the abandoned poles and the salvage derived therefrom shall be divided equally between the parties hereto.

2. If the poles of both parties are suitable for joint ownership, whichever of the poles of each party as are agreed upon as suitable for joint ownership shall become jointly owned and the party owning such suitable poles shall be paid by the other party an amount equal to one-half of the then value of such poles less one-half of the then value of the abandoned poles; provided that in

no case shall the total value of the abandoned poles be deemed greater than the total value of the suitable poles. The expense incurred in removing the abandoned poles and the salvage derived therefrom shall be divided equally between the parties hereto.

3. If the poles of neither party are suitable for joint ownership, new poles suitable for joint ownership shall be placed and the cost thereof shall be borne equally by the parties hereto except as provided in Article III, B, 2 of this Section. The abandoned poles shall be removed at the expense of the owners thereof and the salvage shall belong to the respective owners thereof.

ARTICLE III - ACQUIRING JOINT OWNERSHIP IN NEW POLES

A. Whenever either party is about to erect new poles within the territory covered by this Agreement either as an additional pole line or as an extension of an existing pole line, or as a reconstruction of an existing pole line, and when it may be desirable to offer such new poles for joint ownership hereunder, advance notice of intent shall be given the other party, such notice specifying the proposed location and character of the new poles. Such notice shall be in writing and given as early as possible before beginning the work, but if such notice cannot be given in advance, verbal notice, subsequently confirmed in writing, may be given. The notifying party shall submit with its written notice plans showing the proposed location and number and character of the new poles and of the circuits it proposes to install thereon, including the amount of space required for its purposes, and shall offer joint ownership of such new poles. The other party shall reply in writing stating whether or not it desires joint ownership. If joint ownership is desired, it shall specify the amount of space, together with the number and kind of attachments and the number and character of circuits to be installed thereon. If such other party requests joint ownership in the new poles and if the character and number of circuits and attachments are such that the notifying party does not wish to exclude the poles from joint ownership, the notifying party shall acknowledge the acceptance promptly in writing to the other party. One of the parties shall so far as possible obtain all rights and locations for both parties; provided that, as to rights and locations on private property, both parties agree that each particular right or location is necessary, but no guarantee is given by either party to the other covering said rights and locations and such party shall erect the poles in accordance with said plans or such other plans as may be agreed upon in writing, said poles to be of sufficient height to provide space as defined in Article I of this Section II for the other party unless additional space is agreed upon in writing prior to said acceptance.

B. The cost of erecting new jointly owned poles under the foregoing paragraph of this Article and of Article I in Section IV, shall include the costs of rights-of-way required, the poles erected and the removal of abandoned poles if any (unless otherwise agreed upon by the parties hereto) and shall be borne by the parties as follows:

1. In the case of a standard pole, or a pole shorter than the standard pole, the cost shall be divided equally between the two parties.

2. In the case of a pole taller than the standard pole, the extra height of which is due wholly to the requirements of one of the parties, the entire cost above the cost of erecting a standard pole shall be borne by such party and the balance equal to the cost of a standard pole shall be divided equally between the two parties.

3. In the case of a pole taller than the standard pole, the extra height of which is due to the requirements of both parties, the costs shall be divided equally.

4. In the case of a pole taller than the standard pole, where a height in addition to that needed for the purpose of either or both of the parties is necessary to meet the requirements of public authority or of property owners, the cost of such pole due to such requirement shall be divided equally.

ARTICLE IV - TERMINATION OF JOINT OWNERSHIP IN A POLE

A. Should either party desire to terminate its interest in a jointly owned pole at any time, it shall give the other party notice to that effect in writing. If the other party desires to continue the use of such pole, it shall so notify the party desiring to terminate in writing and, upon the removal of all the attachments of the terminating party, the pole shall become the sole property of the remaining party and such party shall save harmless the terminating party from all obligation, liability, damages, costs, expenses or charges incurred or arising after termination and not growing out of anything theretofore occurring, because of or arising out of the presence or condition of such pole or of any attachments thereon. The party becoming the sole owner shall pay to the terminating party one-half of the then value of said pole.

B. Should both parties terminate the use of any jointly owned pole at the same time, each party shall, at its own expense, remove its attachments therefrom and the custodian of such pole shall thereupon remove the pole. The expense of removal and any salvage derived therefrom shall be divided between the parties in proportion to the division of their ownership thereof.

C. Should the Telephone Company desire to abandon its interest in a jointly owned pole at any time in favor of space rental in accordance with the conditions specified in the following Section III, it shall so notify the Electric Company in writing. Upon acceptance, the Electric Company shall become the sole owner and shall pay to the Telephone Company one-half of the then value of said pole.

ARTICLE V - FACILITIES FOR SUPPORTING JOINTLY OWNED POLES

A. Whenever one or both parties shall place, or cause to be placed, attachments upon any new or existing jointly owned poles which make it necessary to support such poles with push braces, stub poles, anchors or rock bolts with associated guy strands, the following conditions shall apply:

1. If the attachments of one party only make it necessary to provide facilities for supporting jointly owned poles, such supporting facilities shall be installed and maintained at the sole expense of the party owning such attachments.

2. If the attachments of both parties make it necessary to provide push braces or stub poles as supporting facilities on jointly owned poles, the cost of such push braces or stub poles shall be divided equally between the parties in accordance with the provisions of Articles II, III and IV of this Section.

3. If the attachments of both parties make it necessary to provide anchors or rock bolts as supporting facilities on jointly owned poles, joint ownership of anchors or rock bolts shall be established as follows:

a. Whenever existing anchors or rock bolts are adequate in size and strength to serve as a common point of attachment for the guy strands of both parties, the applicant party shall pay to the owner one-half the cost of such anchors or rock bolts.

b. Whenever new anchors or rock bolts are necessary to meet the requirements of both parties, one of the parties hereto shall install anchors or rock bolts of adequate size and strength to serve as a common point of attachment for the guy strands of both parties and the cost of such anchors or rock bolts shall be divided equally.

4. If any anchors or rock bolts are associated with jointly owned stub poles, such anchors or rock bolts shall also be jointly owned and the cost divided equally between the parties hereto.

B. Whenever guy strands are employed by either one or both parties to support new or existing jointly owned poles, such guy strands shall be installed and maintained at the sole expense of each of the parties hereto.

## SECTION III - SPACE RENTAL ON POLES

### ARTICLE I - ACQUIRING RENTAL SPACE ON POLES

A. Should the Telephone Company desire to rent space on any poles solely owned by the Electric Company, written application shall be made specifying the location of the poles and the number and kind of attachments to be placed thereon. In return, the Electric Company shall signify in writing either its approval or disapproval of said application or shall specify such modifications and changes as it may deem appropriate in the circumstances.

### ARTICLE II - ALLOCATION OF SPACE ON RENTAL POLES

A. Upon approval of the application for the rental of space, the space allocated for use by the Telephone Company of pole or poles shall be a maximum of one (1) foot per pole.

### ARTICLE III - ATTACHMENTS ON SPACE RENTAL POLES

A. The Telephone Company shall place its attachments in the allocated space specified in the preceding Article II in accordance with generally accepted practices and in strict compliances as to location, spacing, clearances and all other pertinent provisions of Part 2, Fifth Edition of the National Electrical Safety Code as it is now or may hereafter be amended.

B. The number and character of the attachments to be placed within the allocated rental space of one (1) foot shall be limited as follows:

1. To a maximum of twenty-six (26) communication circuits using any combination of wire or cable attached directly to a pole and/or crossarm. Crossarm braces and terminal boxes may extend beyond the allocated rental space as necessary.

C. Attachments of the Telephone Company which require space in excess of the limitations specified in the preceding Article II and the foregoing Paragraph 1 of this Article will not be permitted under a rental agreement.

### ARTICLE IV - FACILITIES FOR SUPPORTING SPACE RENTAL POLES

A. Whenever the Telephone Company shall place, or cause to be placed, attachments on space rental poles owned by the Electric Company which make it necessary to support such poles with push braces, stub poles, anchors or rock bolts with associated guy strands, the following conditions shall apply:

1. If, because of Telephone Company attachments only, it is necessary to provide facilities for supporting space rental poles at locations where the Electric Company does not require such supporting facilities, the Telephone Company shall install and maintain the necessary supporting facilities at its sole expense.

2. If existing solely owned Electric Company facilities for supporting space rental poles are adequate to serve the requirements of both parties hereto, such supporting facilities may be used by the Telephone Company at no cost.

3. If existing solely owned Telephone Company facilities for supporting space rental poles are necessary for use by the Electric Company due to changes in Electric Company attachments, the Electric Company shall purchase full interest in such supporting facilities from the Telephone Company at their then fair value.

B. Whenever guy strands are employed by either one or both parties to support new or existing space rental poles, such guy strands shall be installed and maintained at the sole expense of each of the parties hereto.

ARTICLE V - REPLACEMENT, REARRANGEMENT AND CHANGES ON SPACE RENTAL POLES

A. Should the present or proposed attachments of the Telephone Company in rented space make it necessary to replace existing poles, the Telephone Company shall reimburse the Electric Company for the following costs of replacement:

1. The net loss to the Electric Company of the replaced pole or poles, such loss to be based on replacement cost less depreciation plus cost of removal minus the salvage value;

plus

2. The excess height or strength of the new pole over a standard pole;

plus

3. The transfer of the attachments of the Electric Company from the old to the new pole or poles;

plus

4. Any other rearrangement or change causing expense to the Electric Company and necessary by reason of the proposed or existing attachments of the Telephone Company.

B. Should joint ownership be desired by the Telephone Company, such joint ownership may be acquired under the conditions specified in Section II, in which case no payments shall be made under the foregoing Paragraphs 1, 2, 3 and 4.

C. Should it become necessary to repair, replace or relocate space rental poles, the Electric Company shall give notice thereof in writing, except in case of emergency when verbal notice may be

given and subsequently confirmed in writing, specifying the time of such work. At the time so specified, the Telephone Company shall rearrange or transfer its attachments to the new or relocated poles or if necessary to and from a temporary location at its own cost and expense.

ARTICLE VI - TERMINATION OF SPACE RENTAL ON POLES

A. Should it become desirable to terminate space rental on one or more poles at any time, the Telephone Company shall give the Electric Company notice in writing thereof and rental charges shall cease when all attachments have been removed. The Telephone Company shall not be entitled to any credit for attachments removed for which rental has been paid.

B. Should the Telephone Company desire or be required to discontinue space rental in favor of joint ownership, joint ownership shall be effected in accordance with the provisions of Section II.

C. Should the Electric Company desire to discontinue the use of any pole to which the Telephone Company is attached on a space rental basis, the Electric Company shall give notice in writing to that effect. If the Telephone Company desires to continue the use of any such pole, such pole or poles shall be transferred to the Telephone Company upon the payment of a sum equal to the then value of the pole or poles in return for a proper bill of sale. The Telephone Company shall indemnify and save harmless the Electric Company from all liability, loss, cost, damage or expense thereafter arising out of or occasioned by such pole.

ARTICLE VII - BILLING FOR SPACE RENTAL ON POLES

A. The Telephone Company shall pay to the Electric Company as rental for the use of each and every space rental pole covered by Section III of this Agreement, an annual rental charge per pole for each calendar year or any portion thereof and such rentals shall be payable on December 31 of each year for each pole occupied or reserved at any time during such calendar year while this Agreement is in effect.

B. On or about December 31 of each year, written summaries shall be prepared by one party or both parties jointly showing the number of poles to which the Telephone Company is attached or reserved on a space rental basis. Annual billing for space rental poles shall be prepared in accordance with such summaries.

## SECTION IV - CONSTRUCTION AND MAINTENANCE

ARTICLE I - CUSTODY AND MAINTENANCE

A. Each jointly owned pole shall be in the custody of one of the parties hereto, such custodianship to be determined by mutual agreement of the parties. Each pole occupied on a space rental basis shall be in the custody of the Electric Company.

B. The custodian shall maintain its custody poles in safe and serviceable condition in accordance with the provisions of Article V of Section I, the expense thereof to be proportioned between the parties hereto as agreed upon in the addenda hereto to be executed from time to time covering jointly owned poles.

C. Neither party shall be required to transfer any cable installed prior to the date of this Agreement from the street side of any pole or poles to the field side thereof.

D. The custodian shall replace such poles as become defective or are inadequate for proposed additional attachments, and the cost thereof shall be borne as provided in Sections II and III.

E. Upon notice from the other party in writing, the custodian shall replace promptly any pole or poles which may be considered unsafe. If the custodian does not do so within a reasonable time, the other party may replace said pole or poles and the cost thereof borne as provided in Sections II and III.

F. Should a tax or charge be made by Federal, state or municipal authority upon or on account of any of the poles covered by this Agreement or poles erected in renewal thereof or on account of any of the locations occupied by said poles, said tax or charge shall be treated as a part of the cost of maintenance, except that any tax or charge levied upon or on account of said poles strictly and solely as telephone poles, shall be paid by the Telephone Company and any tax or charge levied upon or on account of said poles strictly and solely, as electric light poles, shall be paid by the Electric Company.

G. Should it become necessary to replace a jointly owned or space rental pole or to change the location of any such pole by reason of any state, municipal or other governmental requirement, or the requirements of a property owner, the custodian shall, before starting any work in connection therewith, give notice thereof in writing (except in cases of emergency when verbal notice will be given and subsequently confirmed in writing) to the other party, specifying in such notice the time of such proposed work, and such other party shall, at the time so specified, transfer its attachments to the pole or poles at the new location.

H. Should it become necessary to replace a jointly owned or space rental pole carrying terminals of aerial cable, underground connections or transformer equipment, the new pole shall be set in the same hole previously occupied by the replaced pole, unless special conditions recognized by both parties make it necessary or advisable to set the new pole in a different location.

I. Joint construction in existence at the time of signing this Agreement which does not conform to the requirements of Article V of Section I shall be brought into conformity therewith as soon as practicable and as agreed upon by the parties hereto.

ARTICLE II - PLACING, MAINTAINING, TRANSFERRING OR REARRANGING ATTACHMENTS

A. Except as otherwise provided herein, each party shall place, maintain, rearrange, transfer and remove its own attachments (including any additional guying, tree trimming, or cutting incidental thereto) at its own expense and shall at all times perform such work promptly and in such manner as not to interfere with the service of the other party. Each party shall take reasonable precaution to prevent the interference of its wires on jointly owned or space rental poles or of its system with the system and service of the other party.

ARTICLE III - PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

A. Should either party desire to change the character of its circuits on jointly owned or space rental poles, such party shall give notice to the other party of such contemplated change. In the event that the other party agrees to continued joint ownership or space rental with such changed circuits, then the joint ownership or space rental of such poles shall be continued with such changes in construction as may be needed to meet the requirements of Article V of Section I for the character of circuits involved. However, should the other party fail to agree in writing to such change, then both parties shall cooperate in accordance with the following plan:

1. The parties shall determine the most practical and economical method of effectively providing for separate lines and the party removing its circuits shall promptly carry out the necessary work.

2. The party vacating jointly owned poles shall receive payment from the party remaining on the poles an amount equal to one-half the then value of such vacated poles.

3. Should the Electric Company vacate its solely owned poles to which the Telephone Company is attached on a space rental basis, and should the Telephone Company wish to retain its attachments on such poles, it shall pay to the Electric Company an amount equal to the then value of such poles and thereupon sole ownership shall be in the Telephone Company.

SECTION V - GENERAL PROVISIONS

ARTICLE I - EXCHANGE NOTICES AND ADDENDA

A. When arranging for joint ownership or space rental of poles hereunder, the parties hereto shall interchange statements containing full details of the work involved together with such sketches as are necessary to give a clear understanding of the existing and proposed conditions. The appropriate one or more of the three forms, namely: Joint Line - Exchange of Notice and Memorandum, Foreign Wire Relations - Exchange of Notice and Permit - Joint Use of Poles, attached to and made a part hereof, shall be used for this purpose.

B. Should either or both parties desire to bring a presently jointly owned pole or poles within the terms of this Agreement, an addendum to this Agreement shall be executed by the parties hereto in a mutually acceptable form. The addendum shall (1) specify the proportionate interest of the parties in said pole or poles; (2) the party having custody of said pole or poles; and (3) shall include a plan or plans showing the location of said pole or poles.

ARTICLE II - BILLING SCHEDULES

A. Bills for the costs associated with jointly owned poles, including pole supports as specified in Section II, and space rental poles, as specified in Section III, shall be determined by the rates set forth in Schedule A attached to and made a part of this Agreement. Costs of reconstruction and rearrangement of facilities, as specified in Section III, Article V, Paragraph A, Items 1, 2, 3 or 4, shall be actual cost at the time such work is performed.

B. The rates, for billing purposes, for jointly owned poles and pole supports set forth in the attached Schedule A may be revised by mutual agreement at any date occurring not less than one year following the effective date of this Agreement. If the parties cannot agree upon such a revision, either party may ask the New Hampshire Public Utilities Commission to determine such rates.

C. The rates for billing purposes for space rental poles, set forth in the attached Schedule A, may be revised by the Electric Company to become effective on January 1 of any year provided the Telephone Company is notified in writing by the Electric Company not later than September 30 of the preceding year. If the parties cannot agree upon such a revision, either party may ask the New Hampshire Public Utilities Commission to determine such rates.

ARTICLE III - PAYMENT OF BILLS

A. All bills under this Agreement shall be paid within thirty (30) days from the date of mailing of the bill.

ARTICLE IV - LIABILITY

A. Each party shall exercise reasonable care in placing, replacing, operating, maintaining and repairing its own crossarms, fixtures, wires, attachments and other facilities and such jointly owned and/or space rental poles as are in its custody.

B. In cases involving any injuries or damages to persons or property, each party shall assume all or its proper proportion of the responsibility and expense as follows:

1. Each party shall be solely responsible and assume the full expense for any injuries and damages caused by its own crossarms, fixtures, wires, attachments and other facilities.

2. Each party shall be responsible for its share of any injuries or damages caused by or arising out of jointly owned pole or poles or other jointly owned facilities covered by this Agreement in proportion to its interest therein.

3. The Electric Company shall be solely responsible for any injuries or damages caused by its solely owned pole or poles upon which the Telephone Company rents space.

4. Each party shall assume its share of the expense for any injuries or damages for which neither party is solely responsible in proportion to its interest in the facility causing the injury or damage.

C. If the injuries or damages result from improper maintenance of jointly owned pole or poles, the party having custody of such pole or poles shall assume the expense of defense and shall pay the settlement or verdict. If the suit is based upon the location of the pole or poles, the expense of defense and the settlement or verdict shall be shared equally in the case of jointly owned poles and by the Electric Company in the case of space rental poles.

D. In case the respective parties acting through their officers cannot agree upon the portion to be borne by each party under the terms of this Agreement, the question shall be arbitrated between the parties in the manner hereinafter provided. In case suit shall be brought by any third party against either of the parties hereto and there shall be any dispute between the parties as to the ownership of the facilities involved or the custody and maintenance thereof, the question shall be arbitrated in the manner hereinafter provided. The party determined, whether by agreement or arbitration, to have ownership of the facilities causing the injuries and/or damages shall assume the expense of defense of such suit and shall pay the settlement or verdict.

E. In the event of arbitration, each party shall select an arbitrator and the two so selected shall appoint a third arbitrator. If they shall be unable to agree upon a third arbitrator, then the third arbitrator shall be appointed by the American Arbitration Association.

ARTICLE V - ASSIGNMENT OF RIGHTS

A. Except as hereinafter provided, neither party shall assign or otherwise dispose of its interest in this Agreement or in any or all addenda thereto or in any of its rights or interests hereunder or in any of the jointly owned or space rental poles or attachments to such poles or in rights-of-way covered by this Agreement and any and all addenda thereto without having first obtained in writing the consent of the other party.

B. Each party shall have the right without the consent of the other to:

1. Mortgage any or all of its property, rights, privileges and franchises whether or not subject to this Agreement;

2. Lease or transfer any or all of its property, rights, privileges and franchises, whether or not subject to this Agreement to another corporation organized and operated for the purpose of conducting a business of the same general character as that of the party proposing to lease or transfer.

3. Merge or consolidate with another corporation organized and operated for the purpose of conducting a business of the same general character as that of the party hereto proposing to merge or consolidate.

C. In the event that the interests of a party hereto or in property covered by this Agreement shall be transferred pursuant to the provisions of the preceding paragraph B, the transferee shall be substituted as a party hereto.

D. Either party may permit any person or corporation to use all or any part of the space reserved by the Agreement for such party on any pole or poles covered by this Agreement if said person or corporation is:

1. Conducting a business of the same general character as said party.

2. Controlled by said party through ownership, lease or otherwise.

E. If permission is granted under Paragraph D above, the attachments maintained on any and all jointly owned or space rental poles by or for said person or corporation shall be considered for the purposes of this Agreement as the attachments of the party granting the permission to said person or corporation and in respect to such attachments, the rights, obligations and liabilities of the party granting the permission shall be the same as if said party were the actual owner thereof.

ARTICLE VI - EXISTING RIGHTS OF OTHER PARTIES

A. If, prior to the execution of this Agreement, either party whether by contract or otherwise has conferred upon others, rights in or privileges to use any poles or space on poles becoming subject to this Agreement, nothing herein contained shall be construed as affecting said rights or privileges, and either party shall have the right, by contract or otherwise, to continue and extend such existing rights or privileges; it being expressly understood, however, for the purpose of this Agreement that the

attachments of any such outside party shall be treated as attachments belonging to the party hereto granting the right to the outside party, and the rights, obligations and liabilities hereunder of such party hereto in respect to such attachments shall be the same as if it were the actual owner thereof.

ARTICLE VII - MODIFICATION AND AMENDMENT

A. This Agreement may be altered, modified or amended by mutual consent of the parties. No alteration, modification or amendment shall be operative or effective unless evidenced by a written agreement duly executed by the duly authorized officers of each of the parties hereto.

ARTICLE VIII - WAIVER OF TERMS OR CONDITIONS

A. The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any of the terms or conditions hereof, but the same shall be and remain at all times in full force and effect.

ARTICLE IX - EXISTING CONTRACTS

A. This Agreement shall cancel and supersede any and all existing contracts between the parties which pertain to the joint ownership or space rental of poles by the parties.

B. Any agreement for tri-party joint use of poles upon a joint ownership basis within the territory covered by this Agreement is, by mutual consent, to continue in effect.

ARTICLE X - SERVICE OF NOTICES

A. Wherever in this Agreement notice is to be given by either party to the other, such notice shall be in writing and transmitted by registered mail or by personal delivery to the Electric Company at its office at 1087 Elm Street, Manchester, N. H. or to the Telephone Company at its office at New London, N. H. _____, as the case may be, or to such other address as either party may, from time to time, designate in writing for that purpose.

ARTICLE XI - TERM OF AGREEMENT

A. This Agreement shall remain in force and be operative so long as any pole or poles shall be used by the parties on either a joint ownership or space rental basis, under its terms and provisions, or until revised or superseded by another agreement entered into by and between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed in duplicate and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized on the day and year first above written.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

Recd RGN

By _____
A. R. Schiller, President

KEARSARGE TELEPHONE COMPANY

By _____
Arthur S. Little Jr, Vice President

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

AND

SPACE RENTAL
EFFECTIVE JANUARY 1, 1969

The rate for Space Rental of Poles will be $2.10 per pole per year.

9/26/68

# Public Service Company of New Hampshire

EXECUTIVE OFFICES

MANCHESTER, N.H. 03105

March 26, 1965

Kearsarge Telephone Company
New London, New Hampshire

Gentlemen:

Attached, in duplicate, is a new Schedule A to the Agreement for Joint Ownership and Space Rental of Poles between you and this Company dated as of July 1, 1958. In accordance with the provisions of Section V, Article II, C, of said Agreement, Public Service Company of New Hampshire hereby gives notice that the rates shown on the attached Schedule A for Space Rental shall become effective January 1, 1966.

In addition, Public Service Company of New Hampshire hereby proposes, in accordance with the provisions of Section V, Article II, B, of said Agreement, that the rates shown on the attached Schedule A with respect to jointly-owned facilities become effective for all poles and anchors installed or purchased and all poles removed on or after May 1, 1965.

If this proposal with respect to billing for jointly-owned facilities meets with your approval, will you please signify your acceptance of it by having a duly authorized officer sign the acceptance provided below, return one copy each of the letter and Schedule A, and retain the other copies for your files.

Very truly yours,

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

WSM:dr
Enc.

By: W S Moore
William S. Moore
Comptroller

Accepted: APRIL 8 1965
(DATE)

By: Arthur S. Letelier
MANAGER
(TITLE)

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

AND

KEARSARGE TELEPHONE COMPANY

SPACE RENTAL
EFFECTIVE JANUARY 1, 1966

The rate for Space Rental of Poles will be $1.90 per pole per year.

3/8/65