

## SETTLEMENT and POLE ASSET PURCHASE AGREEMENT

This Settlement and Pole Asset Purchase Agreement (this “Agreement”) is entered into effective as of December 30, 2020 (the “Effective Date”), and is by and between Consolidated Communications of Northern New England Company, LLC d/b/a Consolidated Communications (f/k/a Northern New England Telephone Operations LLC, and hereinafter “Consolidated Communications” or “Seller”) and Public Service Company of New Hampshire d/b/a Eversource Energy (“Eversource” or “Buyer”, and collectively with Consolidated Communications, the “Parties” and each a “Party”).

### RECITALS

A. WHEREAS, Eversource and Consolidated Communications are parties to that certain Joint Ownership/Use Agreement, dated September 1, 2011 and the Intercompany Operating Procedures adopted thereunder, as amended from time to time (collectively, the “JUA”);

B. WHEREAS, various operational, financial and other disputes have arisen between the Parties (each a Claim and collectively the Claims, both terms hereinafter defined);

C. WHEREAS, the Parties have reached a full and complete settlement of all Claims each may have against the other; and

D. WHEREAS, Eversource desires to purchase, and Consolidated Communications desires to sell: (i) Consolidated Communications’ fifty percent (50%) joint ownership interest in and to 343,098 utility poles (more or less) owned jointly with Eversource (the “Consolidated Joint Owned Poles”) and (ii) Consolidated Communications’ one hundred percent (100%) ownership interest in and to 3,844 (more or less) utility poles located within Eversource’s service territory (the “Consolidated Solely Owned Poles”, and collectively with the Consolidated Joint Owned Poles, the “Transferred Poles”).

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT

#### ARTICLE I

##### Agreement to Sell and Purchase Transferred Poles and related Assignments

##### 1.1 Assets

Upon the terms and subject to the conditions herein set forth, Seller hereby agrees to sell, transfer, assign and deliver to Buyer, and Buyer hereby agrees to purchase and accept delivery of, at the time and place of Closing (as hereinafter defined), all of Seller’s rights, title and interest in, to and under the Transferred Poles, free and clear of all liens, claims and encumbrances other than liens for taxes not yet due and payable. Buyer and Seller intend to transfer in this Agreement all

utility poles and ownership interests therein owned by Seller in Buyer's service territory in the State of New Hampshire; provided, however, Seller shall not transfer any ownership interest in: (i) utility poles in Buyer's service territory that contain no electric facilities owned by Buyer and (ii) so called Dual Poles (collectively, (i) and (ii) being the "Excluded Poles"). The term "Dual Pole" shall mean those older utility poles that are in close proximity to a newer utility pole onto which Consolidated is the last to move its respective facilities, and which ultimately said older utility pole requires removal; including but not limited to those 7,900 (more or less) Dual Poles contained on a list provided to Buyer on December 30, 2020, with the removal terms of said Dual Poles being under review by the NHPUC. The Parties acknowledge and agree that (x) the Dual Pole list will fluctuate between the Effective Date and the Closing Date (hereinafter defined) and (y) therefore Seller shall update the Dual Pole list and provide same to Buyer at least five (5) days prior to the Closing Date. For the avoidance of doubt, Consolidated shall not transfer any ownership interest in any such Dual Pole to Buyer.

1.2 Effective with and on the Closing, Seller agrees to transfer, assign and set over to Buyer, free and clear of all liens or other legal encumbrances, Seller's right and interest to bill any and all attachment fees related to third party attachers who currently have valid licenses to attach telecommunications facilities on the Transferred Poles (said fees being the "CCI Attachment Fees").

## ARTICLE II

### Purchase Price for Transferred Poles

#### 2.1 Purchase Price

In consideration for the purchase of the Transferred Poles, Buyer and Seller hereby agree as follows, with all amounts contained in this Agreement being in United States currency. The purchase price for the Transferred Poles is established at [REDACTED]

(the "Net Purchase Price").

#### 2.2 Buyer's Net Payment

Buyer claims that Seller is liable for the payment of various vegetation management invoices under the JUA. Seller denies all such liability. Other disputes regarding the Parties' obligations under the JUA have arisen and further disputes related to the JUA likely will arise in the future. In full and complete satisfaction of any and all disputes between the Parties, as more fully set forth in Article VI of this Agreement, the Parties have agreed to a full and complete settlement of said disputes in the amount of [REDACTED]

(the "Settlement Amount"). The Parties agree the Settlement Amount shall be deducted from the Net Purchase Price on the Closing Date (hereinafter defined) leading to a net payment due Seller from Buyer in the sum of [REDACTED]

(the "Buyer's Net Payment").

#### 2.3 Transfer of Buyer's Net Payment to Seller

The Buyer's Net Payment shall be paid over to Seller via wire transfer of immediately available funds in United States currency in full and complete satisfaction of all amounts due to

Seller hereunder; provided, however, the Buyer's Net Payment shall be reduced by the Standard Prorations, if applicable, and other deductions as set forth in Article III of this Agreement.

#### 2.4 Title to and Nature of Transferred Poles

Seller represents and warrants that it has good and marketable title to the Transferred Poles, and the Transferred Poles will be free and clear of all liens and encumbrances as of Closing Date, and the legal right to transfer such title and all rights in the Transferred Poles to Buyer, all as set forth in the Bill of Sale referenced in Section 4.4(a) of this Agreement.

### ARTICLE III

#### Prorations, Closing Expenses and Other Adjustments

##### 3.1 Standard Prorations

Property taxes, and all other customarily prorated items shall be prorated between Seller and Buyer as of 11:59 p.m. (Eastern Standard Time) on the date immediately preceding the Closing (hereinafter defined) and such adjustments shall be applied to the Buyer's Net Payment. New Hampshire real estate transfer taxes (if applicable) shall be split equally by Buyer and Seller. Seller shall provide Buyer with a calculation of the prorations provided for in this Article III (the "Closing Statement"), together with supporting documentation reasonably requested by Buyer at least 2 business days prior to Closing. Real property tax prorations shall be based on the most recently ascertainable tax information; such proration is final and is not subject to adjustment based upon a statement later issued.

##### 3.2 Attachment Fees

Seller represents and warrants that it bills its CCI Attachment Fees to a majority of third party attachers to the Transferred Poles in two installments covering semi-annual periods (January 1 – June 30 and July 1 – December 31). Seller remits invoices to third party attachers on or about January 20 and July 20 of each calendar year with the balance of all CCI Attachment Fees being due and payable thirty (30) calendar days after billing. During January 2021, Seller shall send in the normal course of business its pole attachment invoices to all third party attachers with attachments on the Transferred Poles for the period January 1, 2021, through June 30, 2021. Seller shall provide to Buyer on or before February 17, 2021, a list of the invoices sent reflecting the name of the third party attacher, the number of attachments billed and amount(s) billed for the CCI Attachment Fees related to the Transferred Poles. On or before July 20, 2021: (i) Seller shall advise Buyer of the amount of the CCI Attachment Fees collected from each third party attacher on the Transferred Poles; (ii) Seller shall provide Buyer with a list of third party attachers with delinquent balances (and the amount of any delinquency); and (iii) each Party shall designate a representative to meet and discuss what portion of the CCI Attachment Fees collected by Seller relate to the period of time Buyer owned the Transferred Poles. Thereafter Seller shall pay over to Buyer on or before August 15, 2021, that portion of the CCI Attachment Fees collected by Seller attributable to Buyer's ownership of the Transferred Poles after the Closing. The Parties further shall cooperate in good faith in deciding how to pursue collection of any delinquent CCI Attachment Fees (if any).

### ARTICLE IV

#### Time and Place of Closing

##### 4.1 Date of Closing



The Closing of the consummation of the transactions contemplated by this Agreement, unless otherwise mutually agreed by Seller and Buyer in writing, shall be no later than three (3) business days following the date upon which the Required Approvals (hereinafter defined in Section 4.5) become final (the “Closing Date”).

#### 4.2 Place of Closing

The location of the Closing hereunder shall be the offices Buyer or Seller in the State of New Hampshire to be determined at a later date; provided, however, (i) the Closing may be consummated via electronic delivery of signature pages to the Transaction Documents (hereinafter defined) (ii) so long as the transmission of the Buyer’s Net Payment is initiated consistent with Article II and Article III herein above after the exchange of said signature pages by each Party.

#### 4.3 Time of Closing

The time of closing hereunder shall be 10:00 a.m. (Eastern Time) on the Closing Date and shall be effective as of 12:01 a.m. on the Closing Date (the “Closing”).

#### 4.4 Closing Deliverables

The sale, conveyance, and transfer of the Transferred Poles shall be consummated at the Closing. Buyer’s Net Payment shall be paid over to Seller at the Closing in accordance with the terms of Section 2.2 hereof. Each of the following documents (including this Agreement and collectively, the “Transaction Documents”) shall be delivered by the Parties at the Closing and dated as of the Closing Date (unless otherwise indicated):

(a) a Bill of Sale evidencing the sale, conveyance, assignment and transfer of the Transferred Poles in the form of Exhibit A attached hereto;

(b) a “Pole Attachment Agreement” effective on the Closing Date, in a form and in substance reasonably acceptable to the Parties;

(c) a final, non-appealable Order of the New Hampshire Public Utilities Commission (the “NHPUC”), free and clear of all contingencies or conditions acceptable to the Parties and Seller’s secured creditors, granting all necessary, final and non-appealable asset transfer and cost recovery approvals acceptable to Buyer, related to the sale of the Transferred Poles (the “NHPUC Order”);

(d) Certificate of Officer of each Party to the effect that the Transaction Documents: (i) have been duly authorized by all necessary corporate or company action, and (ii) have been signed by a duly authorized representative of each respective Party who has been vested with all necessary authority to execute said Transaction Documents;

(e) Pole Transfer Assignment Notice satisfying RSA 231:170, to be filed by Buyer at closing with the clerks in all municipalities where Transferred Pole interests are located; and

(f) An assignment of all pole and other licenses, easements, and other documentation of Seller’s interests in and rights to maintain the Transferred Poles that are in its possession at the time of Closing, which records shall be made available for Buyer’s review upon the Effective Date of this Agreement, along with any miscellaneous document or certification not referenced hereunder which may be determined by the Parties as reasonably necessary to effectuate the terms of this Agreement.

(g) Evidence of CCI's notification to all third party attachers who hold valid licenses to attach to the Transferred Poles, of the transfer of ownership interests therein and assignment of Seller's rights under said attachment agreements, including but not limited to rights of billing and collection.

#### 4.5 Required Approvals

The Closing of the transactions contemplated in this Agreement and the Transaction Documents are contingent on the following Required Approvals:

- (a) the NHPUC Order; and
- (b) Approval, to be evidenced by a lien release, by Wells Fargo Bank, National Association, as Administrative Agent to Seller's Lenders (the "Creditor's Consent").

### ARTICLE V

#### Representations and Warranties

Each Party hereby represents and warrants to the other Party as follows as of (i) the Effective Date of this Agreement and (ii) the Closing Date, which representations and warranties shall survive the Closing for a period of two (2) years:

#### 5.1 Organization and Authority

Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of New Hampshire. Buyer has full corporate power and authority to execute, deliver and perform this Agreement and Buyer has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement.

Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Seller has full company power and authority to execute, deliver and perform this Agreement and Seller has taken all necessary company action to authorize the execution, delivery and performance of this Agreement.

#### 5.2 No Conflict

The execution, delivery and consummation of the Transaction Documents by each Party is not prohibited by, and will not conflict with, constitute grounds for termination of, or result in a breach of, the terms, conditions or provisions of, or constitute a default under (a) the articles of incorporation or certificate of formation and the bylaws or operating agreement of each Party, as the case may be; or (b) any law, rule or regulation applicable to each respective Party.

#### 5.3 Binding Obligation and Consents

This Agreement, along with the Transaction Documents executed and delivered concurrently with this Agreement or as of the Closing Date, constitute (or will constitute), valid and binding agreements and obligations of each Party enforceable against each Party in accordance with their respective terms. With the exception of the Regulatory Approvals and any Seller required Creditors' Consent, the execution, delivery and performance of this Agreement by each Party will not require the consent, approval or authorization of any person, entity or governmental authority.

#### 5.4 Litigation

(a) There is not any pending or, to the knowledge of each Party, threatened litigation against each respective Party relating to this Agreement or the transactions contemplated hereby or by any of the Transaction Documents.

(b) There is no pending or, to the knowledge of Seller, any threatened litigation or claim against Seller for (i) personal injury or property damage relating to any Transferred Poles, (ii) trespass or similar claim arising from the lack of easement or other rights for location of any of the Transferred Poles, or (iii) breach or default under any pole attachment agreement with third party attachers.

#### 5.5 Contracts

The Pole Attachment Agreement among the Parties and the instruments to be assigned from Seller to Buyer pursuant to Section 4.4(f) hereof, as of the Closing Date, are in full force and effect and constitutes a valid and binding obligation of each Party, and are legally enforceable in accordance with their terms.

#### 5.6 Brokers

Neither Party has engaged any agent, broker or other person acting pursuant to the express or implied authority of each respective Party which is entitled to a commission or broker or finder's fee as a result of the sale of the Transferred Poles contemplated by this Agreement.

#### 5.7 Property Rights

With respect to the Transferred Poles, Seller has all necessary right, title and interest pursuant to municipal license or easement for the physical location of said poles.

#### 5.8 Regulatory Cooperation and Coordination

From and after the Effective Date and through the completion of the Closing, the Parties agree that they shall: (A) cooperate in good faith and shall coordinate in any regulatory proceedings related to the transactions contemplated by this Agreement; and (B) neither Party shall participate in any regulatory proceedings in which (i) it is not a party and (ii) the other Party is an active participant; provided, however, this part B shall not apply in the event the non-participating Party is compelled by the applicable regulatory authority to join the regulatory proceedings, after which the Parties' agreement to cooperate and coordinate shall apply.

### ARTICLE VI

#### Settlement of Claims

##### 6.1 Mutual Releases.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6.2 Covenant Not to Sue.

[REDACTED]

6.3 Mechanics' Liens



## 6.4 Indemnity

## Miscellaneous

## 000033



## 7.2 Expenses

Except as otherwise specifically set forth in this Agreement, Seller and Buyer shall each bear their own professional and other expenses incurred in connection with the execution and performance of this Agreement. Any filing fees in connection with required Regulatory Approvals or any other required filings will be equally apportioned equally between Buyer and Seller.

## 7.3 Notices

Any notice or other communication required or permitted to be given by any Party hereto to any other party hereto shall be in writing and delivered in person or delivered via overnight courier of national standing, such as Federal Express or United Parcel Service, with an electronic copy also provided as follows:

If to Buyer, to: Eversource  
Attn: Joseph Purington  
President  
780 North Commercial Street  
Manchester, NH 031010  
E-Mail: [joseph.purington@eversource.com](mailto:joseph.purington@eversource.com)

with a copy to: Eversource Energy Service Company  
Attn: Neven Rabadjija  
800 Boylston Street, 17<sup>th</sup> Floor  
Boston, MA 02199  
E-Mail: [Neven.Rabadjija@eversource.com](mailto:Neven.Rabadjija@eversource.com)

If to Seller, to: Consolidated Communications  
Attn: Steven L. Childers  
Chief Financial Officer  
121 South 17th Street  
Mattoon, IL 61938  
E-Mail: [steve.childers@consolidated.com](mailto:steve.childers@consolidated.com)

with a copy to: Consolidated Communications  
Attn: Garrett Van Osdell, Esq.  
Chief Legal Officer  
350 S. Loop 336 West  
Conroe, TX 77304  
E-Mail: [garrett.vanosdell@consolidated.com](mailto:garrett.vanosdell@consolidated.com)

A notice shall be deemed delivered when delivered personally or, if given by courier as aforesaid, on the day after the date the same is delivered with written confirmation or receipt thereto, unless said delivery date is not a business day, in which case receipt shall be the first business day thereafter.

## 7.4 Entire Agreement

This Agreement along with the Transaction Documents constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and, except as herein set forth herein or in any of the other Transaction Documents, there are no warranties, express or implied, by any party hereto to the other.

## 7.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, excluding its choice of law rules, choice of law rulings or choice of law statutes.

## 7.6 Amendments

This Agreement may not be amended or modified in any respect except by a writing executed by the Parties hereto. Any failure by either Party to comply with any of its obligations, agreements, covenants or indemnities contained in this Agreement may be waived in writing, but not in any other manner, by the Party against which enforcement of the waiver is sought.

## 7.7 Counterparts

This Agreement may be executed in any number of counterparts (including by electronic signature), each of which shall be an original, but all of which together shall constitute one instrument.

## 7.8 Severability

In the event any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provisions of this Agreement.

## 7.9 Headings

The descriptive headings of the Articles and Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

## 7.10 Transfer of Taxes

Excluding only those standard prorations set forth in Section 3.1 of this Agreement, Buyer shall pay, and indemnify, protect and defend Seller from and against, all sales, use, value added or similar taxes, duties, excises or governmental charges imposed by any taxing jurisdiction in connection with the sale, transfer or assignment of the Transferred Poles as contemplated by this Agreement, but excluding, by way of clarification and not limitation, any taxes in the nature of income taxes that Seller may incur as a result of the consummation of the transactions contemplated hereby, which income taxes shall be the sole responsibility of Seller..

## 7.11 Termination of JUA

On and effective with the Closing, the JUA (together with all Intercompany Operating Procedures set forth therein or included therewith) shall terminate and be of no further force and effect. On and effective with the Closing, Buyer shall assume all utility pole responsibilities in its service territory for the Transferred Poles but not the Excluded Poles, considering that Seller will no longer own any interest in the Transferred Poles.

*[The remainder of this page intentionally has been left blank.  
Signature page follows.]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**CONSOLIDATED COMMUNICATIONS OF NORTHERN  
NEW ENGLAND COMPANY, LLC**

By:

Signature: \_\_\_\_\_

Name: Steven L. Childers  
Title: Chief Financial Officer

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE,  
D/B/A EVERSOURCE ENERGY**

By:

Signature: \_\_\_\_\_

Name: Joseph A. Purington  
Title: President and Chief Operating Officer

*Signature page to Asset Purchase Agreement*

REDACTED

Public Service Company of New Hampshire  
d/b/a Eversource Energy  
Docket No. DE 21-020  
Testimony of Lee G. Lajoie  
Attachment LGL-1  
April 7, 2021  
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*EXHIBIT A*

*BILL OF SALE*



REDACTED

Public Service Company of New Hampshire  
d/b/a Eversource Energy  
Docket No. DE 21-020  
Testimony of Lee G. Lajoie  
Attachment LGL-1  
April 7, 2021  
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*EXHIBIT B*

*FORM OF POLE TRANSFER ASSIGNMENT NOTICE  
SATISFYING RSA 231:170*