

ASSIGNMENT OF POLE ATTACHMENT AGREEMENTS, LICENSES AND PROPERTY RIGHTS

This Assignment of Pole Attachment Agreements, Licenses and Property Rights (this “Assignment Agreement”) is entered into effective as of _____, 2021 (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 “CCI”) and Public Service Company of New Hampshire d/b/a Eversource Energy (“Eversource” and collectively with CCI, the “Parties” and each a “Party”).

RECITALS

A. WHEREAS, Eversource and Consolidated Communications are parties to that certain Settlement and Pole Assets Purchase Agreement, dated November __, 2020 (the “Settlement Agreement”) whereunder Eversource shall purchase CCI’s 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”);

B. WHEREAS, for each of the Consolidated Joint Owned Poles and Consolidated Solely Owned Poles, except as noted in Recital C hereinbelow, CCI has rights in common with Eversource and in certain instances with both Eversource and a third party, to license attachments, including, but not limited to the right to collect attachment fees from licensed attachers thereunder, which rights are documented under pole attachment agreements (the “Consolidated Joint Owned Pole Attachment Agreements”);

C. WHEREAS, CCI is sole licensor under six pole attachment agreements identified on Appendix I hereto, notwithstanding that said agreements pertain to the Consolidated Joint Owned Poles, and may pertain to the Consolidated Solely Owned Poles (the “CCI Two Party Pole Attachment Agreements”, and together with the Consolidated Joint Owned Pole Attachment Agreements, the “Transferred Pole Attachment Agreements”)

D. WHEREAS, CCI is holder of certain licenses relating to the Transferred Poles obtained pursuant to RSA 231:170 to erect poles within public highways (the “Transferred Poles Licenses”);

E. WHEREAS, CCI is the owner of certain easements and/or licenses to construction, operate and maintain the Consolidated Solely Owned Poles on private property, excepting property rights pertaining to the Excluded Poles as that term is defined under the Settlement Agreement, and property rights relating to the Consolidated Jointly Owned Poles that may have inadvertently omitted Eversource as grantee (collectively, the “Transferred Poles Property Rights”); and

G. WHEREAS, in conjunction with the sale of the Transferred Poles, CCI desires to assign to Eversource and Eversource desires to receive: (i) CCI’s rights as a Licensor and Joint Owner (as those terms are defined under the Transferred Poles Attachment Agreements) under the Transferred Pole Attachment Agreements; and (ii) CCI’s right, title and interest in and to the Transferred Poles Licenses and Transferred Poles Property Rights.

NOW, THEREFORE, pursuant to, and in accordance with, the Settlement Agreement, and in consideration of the foregoing recitals and the mutual representations, warranties, covenants and promises contained in the Settlement Agreement and contained herein, and for the consideration of the Purchase Price, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. CCI does hereby sell, transfer, convey, assign and deliver unto Eversource and its successors and assigns, forever, CCI's right, title and interest in, to: CCI's rights as a Licensor and Joint Owner (as those terms are defined under the Transferred Pole Attachment Agreements) under the Transferred Pole Attachment Agreements; and (ii) CCI's right, title and interest in and to the Transferred Poles Licenses and Transferred Poles Property Rights.
2. This Assignment Agreement is executed by CCI and Eversource and shall be binding upon their respective successors and assigns, for the uses and purposes set forth and referred to above, effective upon the Closing of the transactions contemplated in the Settlement Agreement.
3. To the extent that any provision of this Assignment Agreement is construed to conflict with a provision in the Settlement Agreement, the provision in the Settlement Agreement shall control.
4. This Assignment Agreement shall not be changed or modified, in whole or in part, except by supplemental agreement or amendment signed by both CCI and Eversource.
5. If any provision of this Assignment Agreement, as applied to any Party or to any circumstance, is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Assignment Agreement shall continue in full force and effect without said provision. Upon any determination that any provision is illegal, unenforceable or void, CCI and Eversource shall negotiate in good faith to modify this Assignment Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the fullest extent possible.
6. The rights and obligations of the parties shall be governed by, and this Assignment Agreement shall be interpreted, construed and enforced in accordance with, the laws of the State of New Hampshire, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.
7. This Assignment Agreement may be signed and delivered in any number of counterparts, including facsimile copies thereof or electronic scan copies thereof delivered by electronic mail, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment 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

By:

Signature: _____

Name: Joseph A. Purington

Title: President and Chief Operating Officer

APPENDIX I

1. Pole Attachment Agreement dated 4/12/19 between Consolidated Communications of Northern New England CO LLC and Extenet Systems, Inc. (#2171)
2. Pole Attachment Agreement dated 4/12/19 between Consolidated Communications of Northern New England CO LLC and Extenet Systems, Inc. (#2172)
3. Pole Attachment Agreement dated 7/29/19 between Consolidated Communications of Northern New England CO LLC and Lymefiber, LLC (#2178)
4. Pole Attachment Agreement dated 10/8/20 between Consolidated Communications of Northern New England CO LLC and SQF, LLC (#2188)
5. Pole Attachment Agreement dated 10/23/20 between Consolidated Communications of Northern New England CO LLC and Town of Bristol (#2182)
6. Pole Attachment Agreement dated 10/28/20 between Consolidated Communications of Northern New England CO LLC and New Cingular Wireless PCS, LLC (#2179)