

BILL OF SALE

This Bill of Sale (this "Bill of Sale") is made and entered into as of _____, 2021 (the "Effective Date") by and between Consolidated Communications of Northern New England Company, LLC d/b/a Consolidated Communications (formerly known as Northern New England Telephone Operations LLC and hereinafter "Seller") and Public Service Company of New Hampshire d/b/a Eversource Energy ("Buyer", and collectively with Consolidated Communications, the "Parties").

In consideration for all of the terms and conditions contained in the Parties' Settlement and Pole Asset Purchase Agreement, effective as of _____, 2021 (the "Purchase Agreement") and in consideration of _____ the receipt and sufficiency of which is hereby acknowledged and accepted, Seller does hereby sell, assign, transfer, convey and deliver to Buyer all of Seller's right, title and interest in and to the Transferred Poles (as defined in the Purchase Agreement), subject to the exclusion of the Excluded Poles (as defined in the Purchase Agreement) (hereinafter, the "Property"). Capitalized terms not otherwise defined in this Bill of Sale shall have the meaning ascribed to said terms in the Purchase Agreement.

Seller warrants to Buyer that Seller has good title to the Property and, to the best knowledge of Seller, is selling the Property to Buyer free and clear of any liens or encumbrances. Seller further warrants that Seller has full right, title, interest and authority to sell, transfer, assign, convey and deliver the Property to Buyer. Except for the express warranties made to Buyer in this paragraph and pursuant to Art. V of the Purchase Agreement, Seller makes no representations or warranties (either express or implied), concerning the Property.

Accordingly, Buyer acknowledges and agrees that Seller is selling the Property to Buyer "AS IS" and "WHERE IS", except as pursuant to the aforesaid Art. V terms of the Purchase Agreement, without any representations or warranties as to the condition, fitness, strength, use or integrity of the Property and Buyer agrees that it is accepting and will take possession of the Property in "AS IS, WHERE IS" condition as of the Effective Date and acknowledges that Buyer has previously been given the opportunity to and has conducted such investigations and inspections of the Property as it has deemed necessary and appropriate for purposes of the purchase.

Buyer further acknowledges that it is purchasing the Property subject to any existing attachments, wires, aerial cables, service drops, power supplies, cabinets, terminals or other equipment on or near the Property, owned or licensed by Seller or a third party (such as competitive local exchange carriers or cable companies). Seller makes no representation or warranty with respect to the installation, removal or existence of Seller's or any other party's attachments, cables, service drops, equipment or facilities, if any, on or near the Property and Buyer acknowledges that Buyer is taking title to the Property subject to the rights of Seller and such third parties.

EXCEPT AS OTHERWISE SET FORTH IN ARTICLE VI OF THE PURCHASE AGREEMENT, IN CONSIDERATION FOR TAKING TITLE TO THE PROPERTY, BUYER HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, INITIATE OR PARTICIPATE IN ANY LEGAL ACTION AGAINST SELLER, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES ARISING OUT OF OR RELATED TO BUYER'S OWNERSHIP, OPERATION, REMOVAL, DISPOSAL OR USE OF THE PROPERTY. As of the Effective Date, Buyer accepts and assumes, and thereafter shall be fully responsible for and perform, pay or otherwise discharge when due, all liabilities and obligations relating to the Property with respect to periods occurring from and after the Effective Date.

From and after the Effective Date, and except as otherwise set forth in the Purchase Agreement, Buyer hereby agrees to indemnify, defend and hold harmless Seller, its affiliates and their respective officers, directors, employees, agents and representatives from any claim, cause of action, loss, liability, damage or cost, including reasonable attorneys' fees, that may relate to or arise out of Buyer's ownership, operation, removal, disposal or use of the Property including, without limitation, property damage, personal injury (including death) or any environmental damage or loss caused by, arising from or related to the Property and any violation of environmental laws, rules or regulations applicable to Buyer's ownership, operation or use thereof.

This Bill of Sale and those provisions of the Purchase Agreement which, by their express terms, survive the conveyance of the Property, sets forth the entire understanding of the parties regarding the Property and the subject matter hereof. The parties agree to take any further action and execute such further instruments as may be necessary to carry out, evidence and confirm the intended purpose of this Bill of Sale. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New Hampshire, without giving effect to its conflicts of laws principles, rulings or statutes.

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale to be effective as of the Effective Date.

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

By: _____

Name: Steven L. Childers

Its: Chief Financial Officer

Dated as of: _____, 20__

**PUBLIC SERVICE COMPANY OF NEW
HAMPSHIRE**

By: _____

Name: Joseph A. Purington

Its: President and Chief Operating Officer

Dated as of: _____, 20__

SIGNATURE PAGE – BILL OF SALE