- 59. Consolidated's requirement that Comcast pay Consolidated to install riser covers to be owned by Consolidated and then to pay Consolidated rent to lease-back space in those facilities is an unjust and unreasonable term or condition of attachment.
- 60. Consolidated's refusal to allow Comcast to install its own conduit in the public right-of-way between the Poles is unlawful, anti-competitive, and an unjust and unreasonable term or condition of attachment.
- 61. Consolidated's alternative requirement that Comcast install conduit in the public right-of-way between the Poles, convey title to Consolidated, and then pay Consolidated rent to lease conduit space is unlawful, anti-competitive, and an unjust and unreasonable term or condition of attachment.

I HEREBY DECLARE THAT THE ABOVE STATEMENTS ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

<u>/s/Terrence O'Brien</u> Terrence O'Brien Comcast Cable Director 1, Construction GBR Network

STATE OF <u>NEW HAMIShire</u> COUNTY OF <u>Hillsborough</u> Subscribed and sworn to before me this day of July, 2020. 7 en Notary Public/Justice of the Peace BRENDA M DONOVAN My Commission Expires May 1, 2024 Notary Public - New Hampshire My Commission Expires May 1, 2024

Page 26 of 29