

Master Services Agreement

This Master Services Agreement ("Agreement") and the attached Schedule A and separately attached Schedule B together constitute two contracts for services (the Master Services Agreement and Network Operation Agreement are each, a "Contract" and together, the "Contracts") between the Town of Dublin, New Hampshire (the "Town"), and Consolidated Communications Enterprise Services, Inc., is made this 26th day of May, 2020, between the **Select Board of the Town of Dublin**, New Hampshire, with an address of 1120 Main St, Dublin, NH 03444 ("the Town") and **Consolidated Communications Enterprise Services, Inc.**, a Delaware company with a mailing address of 121 S. 17th Street, Mattoon, IL 61938 ("Consolidated") (collectively, "the Parties").

WHEREAS, the Town, through a Request for Proposal, has conducted a public procurement process to identify and enter into an agreement with a qualified private-sector entity to construct and operate a "Fiber to the Premises" network ("Network") capable of delivering up to 1G of symmetrical Internet Access to all residential and business locations in the Town (the "Project");

WHEREAS, the Town has identified and selected Consolidated as the best candidate to carry out the Project, to construct and operate the Network and to provide these services;

NOW THEREFORE, after due and full consideration, the Parties agree to the following terms and conditions:

1. Subject Matter. This Agreement is for the furnishing, construction, and installation of facilities and equipment necessary for the successful completion of the Project. Detailed construction and operation services to be provided by Consolidated as part of the Project are described in Schedule A (Network Construction) and Schedule B (Network Operation), respectively.

2. Contract Term. The period of Consolidated's performance shall begin within thirty (30) days of the Town notifying Consolidated in writing that it has secured Project funding. The construction services contemplated in Schedule A will be completed within twenty-four (24) months of funding. The scope and term of work described by Schedule B are described in that document. Time shall be of the essence as to all dates and performance deadlines set forth in this Agreement.

3. End User Infrastructure Fee. A portion of the cost of the Project will be borne by a specially assessed Subscriber Fee payable on all end user bills associated with customers utilizing the new Network for broadband data services. For the purposes of this Agreement, the term "Broadband" will be defined as any persistent connection to the Network for the purpose of data connectivity regardless of end user speed provided. Users accessing the Network for voice only services will not be assessed the Subscriber

Fee.

The amount of the Subscriber Fee will initially be set at \$11.50 per month per Broadband Subscriber. Beginning on January 1, 2025, the amount of the Subscriber Fee will be reduced each year in January by \$0.25 per month. Thus, starting January 1, 2025, the monthly Subscriber Fee will be reduced to \$11.25 per month per Broadband Subscriber, and on January 1, 2026, the monthly Subscriber Fee will be reduced to \$11.00 per month, and so forth for term of the Agreement. Consolidated will be irrevocably entitled to assess the Subscriber Fee as described in this Section as long as Consolidated is required to pay the Network Operations Fee described in the Network Operation Agreement (defined below).

4. Project Management, Reporting and Compliance. Consolidated will assign a manager to oversee construction of the Network and act as a primary point of contact with the Town during the construction and operations phases ("Project Manager"). The Project Manager will provide the Town quarterly updates through the initial construction of the Network. These reports will include service addresses where the new Network is available, maps of service availability and documents outlining progress to the initial implementation timeline.

5. Network Ownership. It is anticipated that the Contribution as defined in Schedule A will be used to furnish, construct, and install fiber facilities from Consolidated-designated termination points to all "drop-points" within Town, state or private rights of way irrespective of whether those assets were funded through a Town contribution or Consolidated contribution (such facilities, the "Town-Funded Network") and that Consolidated will fund the construction of "drops" from each drop-point to the served premises and will provide the equipment necessary to "light" and provide service over the network (such drops and equipment, the "Consolidated-Funded Facilities" and, together with the Town-Funded Network, the "Network Assets"). As to the Town-Funded Network, the Parties desire that the Town maintain appropriate rights as to such Network so that the Town can ensure Consolidated's remittance of fees and, if necessary, additional payments, in an amount sufficient to satisfy the Town's funding repayment obligations and operation of the Network as committed in this Agreement. Therefore, the Parties agree that the Town-Funded Network will be owned as follows:

- A) The Town will retain ownership of and title to the Town-Funded Network, but the Town hereby grants Consolidated the exclusive right to operate the Town-Funded Network as described in the Network Operation Agreement (Schedule B) (the "Network Operation Agreement") for the purposes described and subject to the terms and conditions set forth in this Agreement and in the Network Operation Agreement.
- B) For clarity, the Town-Funded Network inclusive of all network, equipment and facilities required to deliver services to all end users is described in the Description of Town Funded Network facilities (Exhibit A-3 to Schedule A), and such network, equipment, and facilities will be deemed owned by the

Town to the extent provided in Exhibit A-3 and irrespective of whether such equipment or facilities are funded by the Town's bond obligation or such equipment or facilities are funded by Consolidated but specifically designated as Town-owned on Exhibit A-3. However, ownership of and title to all other facilities furnished by Consolidated in connection with the Project, including, without limitation, any facilities designated as Consolidated-owned on Exhibit A-3 and the Consolidated-Funded Facilities, will remain with Consolidated.

6. Liability and Insurance. Consolidated will comply with all requirements of the Town's regulations and ordinances for excavations in and management of Town streets and public rights-of-way (the "Applicable Regulations and Ordinances"). The Town shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of, or in any way in connection with the broadband network build, operation or maintenance. Consolidated hereby agrees to defend, indemnify and hold harmless the Town and their respective agents and officers (collectively the "Indemnitees") from and against any and all such liability, other than that caused by negligence or willful misconduct by the Indemnities.

In support of the foregoing, Consolidated shall, for the term of this Agreement, maintain a policy of commercial liability insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of New Hampshire, covering use and activity contemplated by this Agreement with combined single limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. Consolidated shall also maintain motor vehicle insurance meeting the requirements of New Hampshire law and covering every vehicle and driver involved in performing the Work and providing Consolidated services, in the following amounts: (1) bodily injury liability with limits of Five Hundred Thousand Dollars (\$500,000.00) each person and One Million Dollars (\$1,000,000.00) each accident; (2) property damage liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident. Consolidated will name the Town and its applicable designees, as additional insureds for under the foregoing policies. Consolidated will also maintain Workers' Compensation insurance to meet the requirements of the Workers' Compensation laws of New Hampshire where applicable. Certificates of Insurance evidencing the foregoing coverage shall be provided to the Town upon request.

CONSOLIDATED MAKES NO WARRANTIES EXCEPT FOR THE EXPRESS WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT OR THE NETWORK OPERATION AGREEMENT. ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES, ARE HEREBY EXPRESSLY DISCLAIMED BY CONSOLIDATED.

7. General Default and Termination. A default under one or both of these-Contracts shall occur if (a) a Party materially breaches this Agreement, (b) such breach is not excused by any provision of this Agreement, and (c) such breach continues un-remedied for a period of thirty (30) days following receipt of written notice from the non-breaching Party. If the breach by its nature cannot be cured within thirty (30) days and the

breaching Party within that time has commenced its cure and the breaching Party has so notified the non-breaching Party, there shall be no default as long as the Party diligently continues such cure to completion beyond the thirty (30) days cure period. If the period to cure the default exceeds thirty (30) days, the Party shall provide periodic updates on progress, at intervals of thirty (30) days to the non-breaching Party.

Upon the occurrence of a default, the non-breaching Party shall have the right, subject to the express limitations contained in this Agreement but without otherwise limiting the terminating Party's rights in law or equity, to terminate this Agreement.

The Parties also agree that Consolidated will be deemed to be in default under this Agreement if, after all applicable cure periods in the Network Operation Agreement have elapsed, it fails to make a payment as required by the Network Operation Agreement (a "Payment Default") or becomes insolvent as described in the Network Operation Agreement (an "Insolvency Default").

8. Force Majeure. Neither the Town nor Consolidated will be liable for any failure or delay in performing its obligations, or for any loss or damage, resulting from any event or circumstance beyond the reasonable control of the Party, including but not limited to an earthquake, hurricane, fire, flood, lightning, sinkhole or other forces of nature, acts of war, terrorism (including cyberterrorism), or civil unrest, strikes, lockouts or other labor unrest, or legal order, government action or application of laws, regulations or codes ("Force Majeure Event"). However, a Party whose performance is impacted by a Force Majeure Event shall provide reasonable notice to the other Party and shall make commercially reasonable efforts to minimize the impact of the Force Majeure Event on its performance and provide periodic updates every thirty (30) days on its progress.

9. Eminent Domain. Should any portion of the Network Assets or any other interest belonging to the Town or to Consolidated with respect to this Agreement be acquired by condemnation, eminent domain, nationalization or expropriation (each of which, a "Taking") by any government authority or other person possessing such power, then each Party will be excused from performance of its obligations to the extent of the taking, as provided in this Section. In the proceeding for any Taking or an involuntary discontinuance of the use of the Network Assets in anticipation of an imminent Taking, the interests of Town and Consolidated in the affected portion will be severed. The Town and Consolidated each may claim and receive the portion of the total award attributable to its interest in the Network Assets, and the Town and Consolidated each may claim damages payable on account of the Taking and the relocation or re-routing expenses relating to the Network Assets.

10. Assignment and Survivorship. Except as otherwise provided herein, neither party may assign, sell, transfer, delegate or in any other manner dispose of any of its rights, privileges or obligations under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Any attempt to make any such assignment, sale, transfer, delegation or disposition without any such prior written consent of the other Party shall be null and void. Notwithstanding the

foregoing, Consolidated may assign, sell, transfer, delegate or in any other manner dispose of, any of its rights, privileges or obligations under this Agreement without consent of the Town to an affiliate or to a purchaser of substantially all of Consolidated's assets or to a successor by merger or similar corporate transaction, so long as Consolidated remains liable for all of its obligations under this Agreement prior to the assignment date and assignee assumes and is liable for all of its obligations under this Agreement from and after the assignment date.

Additionally, Consolidated agrees that should it desire, during the term of this Agreement, to cease its business operations in the Town or to sell its network in the Town to a third party purchaser (other than an affiliate, purchaser a substantially all of Consolidated's assets, or a successor-by-merger), Consolidated will first offer to sell its interest in the Consolidated-Funded Facilities and all other Consolidated facilities not constructed with Contribution Funds to the Town and will negotiate in good faith for the transfer of such interest to the Town.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between the Parties. No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the Town and Consolidated.

12. Severability. Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any law, such law shall prevail; provided, however, that in such event, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, and no other provisions of this Agreement shall be affected thereby and all such other provisions shall continue in full force and effect, except to the extent the affected provision is a material provision which negates the contemplated benefits of the transaction, in which event the Parties shall negotiate in good faith for alternatives to achieve the contemplated consideration, or the adversely impacted Party shall have the right to terminate this Agreement on one hundred eighty (180) days' notice.

13. Books and Records; Project Audit. Consolidated will maintain accurate books and records concerning the Project until final completion of the Project and for two (2) years thereafter and will make those books and records available to the Town, its agents, officers and employees during Consolidated's normal business hours upon reasonable request. The Town shall have the right, upon reasonable notice, to conduct or cause to be conducted, audits, including field inspections, during such time to ensure that Consolidated is in compliance with this Agreement. Such audits and field inspections will be solely at the Town's expense.

14. Attachments. This Master Services Agreement includes the following attachments which are incorporated herein:

Schedule A – Network Construction

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS MASTER SERVICES AGREEMENT.

Consolidated Communications Enterprise Town of Dublin
Services, Inc.

By: C. Robert Udell, Jr.

Name: C. Robert Udell, Jr.

Title: President & CEO

Date: 5-19-2020

By: Walter Snitko

Name: Walter Snitko

Title: Chairman, Board of Selectmen

Date: 5-26-2020

By: Chris Raymond

Name: Chris Raymond

Title: Board of Selectmen

Date: 5-26-2020

By: Carole Monroe

Name: Carole Monroe

Title: Board of Selectmen

Date: 5-26-2020

SCHEDULE A

NETWORK CONSTRUCTION

1. Introduction. This Schedule A is an attachment to and a component of the Master Service Agreement, dated May 26, 2020. See Master Services Agreement for definitions. It is the intent of the Parties that Consolidated provide Fiber to the Premises Broadband access to the Town of Dublin in accordance with the specifications set forth herein. Locations described in Exhibit A-2 to this Schedule A, will receive access to the Broadband Network as a result of this Project. This Schedule A together with the Master Services Agreement to which it is attached constitute the Network Construction Contract.

2. Project Description. Consolidated shall construct a Broadband Network capable of delivering 1G of symmetrical speeds. The "Work" is defined as the labor, materials and services to be performed by Consolidated as part of the Project, as described in herein.

3. Service Requirement. Upon completion of the Project, the Network shall be capable of offering fiber based Internet access to all residential and business premises within the Town limits as described in the specifications outlined in the RFP, attached hereto this Schedule A as Exhibit A-4.

4. Project Contribution; Payment Terms. In consideration of the Network construction services to be performed by Consolidated, and in consideration of Consolidated's estimated Eight Hundred Sixty Six Thousand, Sixty-Nine Dollars \$866,069.00 investment in "Consolidated-Funded Facilities" outlined above, the Town agrees to pay Consolidated as a contribution to the cost of construction and in consideration for the Work to be performed, a sum equal to One Million, Two Hundred Eighty-Six Thousand, Five Hundred Twenty-Five Dollars (\$1,286,525.00) (the "Contribution" or the "Town Contribution"). Payment of the Contribution shall be made to Consolidated in three (3) installments as follows: (i) the first installment of Six Hundred Forty Three Thousand, Two Hundred Sixty Two Dollars (\$643,262.00) (representing fifty percent (50%) of the Contribution) shall be payable within thirty (30) days of receipt by the Town of funds; (ii) the second installment of Three Hundred Twenty One Thousand, Eight Hundred Thirty-One Dollars (\$321,631.00) (representing an additional twenty five percent (25%) of the Contribution) shall be payable at fifty percent (50%) substantial Project completion (ninety five percent (95%) completion or more) and (iii) the third installment of Three Hundred Twenty One Thousand, Eight Hundred Thirty-One Dollars (\$321,632.00) (representing the remaining twenty five percent (25%) of the Contribution) following completion of the Project, including inspection by the Town's Project Manager. Consolidated shall provide written notice of the completion of the second and third milestones provided in the previous sentence and the Town shall pay the respective installment with thirty (30) days after the dates of the written notices. Agreement between the Town's and Consolidated's Project Managers, in writing and signed by them, will be sufficient to make the percent completion estimate. The amount of the Contribution has been established by the Parties in anticipation of the orderly and continuous progress of the Project. Accordingly, Consolidated's obligation to render the services for the amount of the Contribution will extend until the Work is completed in accordance with the scope of the Project outlined hereunder; provided, that the scope of the Work does not change or is not delayed through no fault of Consolidated. In the event the scope of the Work is modified or delayed through no fault of Consolidated, then the Parties shall equitably adjust the Contribution

using the Change Order process described in below. Consolidated is solely responsible for and has sufficient funds to complete any elements of the Project in excess of the Contribution from the Town.

5. Project Plan. Consolidated shall supply all of the labor and materials required to construct the Network and its infrastructure. Consolidated will purchase and supply all of the labor and materials to install and activate equipment to enable Consolidated High-Speed Internet Service in each location.

A current map is attached as Exhibit 1 to this Schedule A and additional location detail of sites to be included within the scope of this Work are shown in Exhibit 2 to this Schedule A.

6. Project Managers. The Parties identify the following Project Managers who shall be empowered to act for their respective organization in all matters relating to the technical administration of services to be provided (unless otherwise indicated herein):

For Consolidated: Jeff McIver
Name/email/phone: Jeff McIver@consolidated.com / 603-703-3613

For the Town: Carole Monroe
Name/email/phone: cdmonroe@myfairpoint.net 603-831-4909

7. Permitting. Consolidated shall obtain, at its sole cost, all necessary permits and governmental approvals necessary for the construction, use and repair and maintenance of the Project.

The Town hereby authorizes and permits Consolidated to perform the Work and to access Town property and use Town rights-of-way in connection therewith; provided that all Work is performed in accordance with the Town's Applicable Regulations and Ordinances. Furthermore, during the term of this Agreement, Town will work in good faith to provide to Consolidated all rights-of-way and easements reasonably necessary or desirable for use and access to properties owned by Town for purposes of allowing Consolidated to perform the Work.

8. Consolidated's Representations and Warranties. Consolidated represents and warrants to the Town as follows:

- A) Consolidated has sufficient qualified, experienced personnel to administer and conduct the Work in a prompt, skillful and competent manner.
- B) Consolidated is able to obtain and furnish the labor, materials, and equipment required to complete the Work.
- C) Consolidated's execution of this Agreement and the performance thereof is within the corporate powers of Consolidated and has been duly authorized by all requisite corporate action.
- D) Consolidated is duly registered to do business in the State of New Hampshire.

9. The Work. Consolidated agrees to furnish all items necessary to perform all of its Work within the scope of the Work, all in good workmanlike manner and in strict accordance with this Agreement.

10. Safety . In addition to complying with all Application Regulations and Ordinances,

- A) Consolidated shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - (i) all employees on the Work and all other persons who may be affected thereby;
 - (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off-the site, under the care; custody or control of Consolidated or any of its subcontractors; and
 - (iii) other property at the site or adjacent thereto, including trees, shrubs; lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B) Consolidated shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- C) Consolidated shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
- D) When the use or storage of hazardous materials or equipment is necessary for the execution of the Work, Consolidated shall: (1) exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel; and (2) give the Town notice, in writing, seven (7) days in advance of the planned activity of Consolidated's intent to store and/ or use hazardous materials or equipment on the Project site.

11. Final Completion. Consolidated shall provide written notification to the Town as to Final Completion and the Town shall accept the Final Completion of the Work only when all Work has been completed in accordance with this Agreement and Consolidated has offered Broadband services to the public over the Network. If the Town does not provide written response to the notification provided by Consolidated within ten (10) business days of receipt of the notification by the Town, the Town shall be deemed to have accepted Final Completion of the Work.

12. Operation of the Project. Except as otherwise set forth in this Agreement:

- A) The operations and management of the Project shall be Consolidated's sole responsibility.
- B) The Town shall not have any managerial rights or other rights to control, whether by ownership or otherwise, Consolidated or the Project.
- C) Consolidated will comply with the Town's Applicable Regulations and Ordinances as they apply to this Project, and Consolidated's Project Manager will keep the Town's Project Manager up to date on the Project as it progresses. Placement of large

components on utility poles will be done to minimize the aesthetic impact on the area and the Town's Project Manager should be consulted as necessary for location options in areas that have high visual appeal, such as in front of homes.

13. Ownership of the Work Product; Proprietary Rights. Except as expressly set forth in the Agreement, Consolidated will have sole ownership rights to any drawings, specifications and any documents prepared by Consolidated under this Agreement shall be the property of Consolidated and Consolidated shall be deemed the author of such documents and retain all common law, statutory and other rights thereto unless Consolidated defaults on this Agreement and fails to cure such default within the applicable cure period as described below, Consolidated shall transfer any such drawings, specifications or other documents prepared by Consolidated under this Agreement relating to the Town-Funded Network to the Town within thirty (30) days of such default. Copies of "as built" network designs and documents will be provided to the Town and are subject to non-disclosure components of this Agreement, to the extent permitted by law.

14. Consolidated Warranty; Correction of Work. Consolidated warrants and represents that each of its employees, independent contractors or agents assigned to perform services hereunder shall have training, background and skills reasonably commensurate with the level of performance reasonably expected for the tasks to which he or she is assigned. Consolidated hereby warrants its Work against all defects of materials and/or workmanship and agrees to correct, repair, or replace promptly any Work that is defective or does not conform to the requirements of this Agreement.

15. Suspension of the Agreement

- A) Suspension by Consolidated. Without limiting its termination rights under the Agreement, Consolidated will have the right to suspend its performance under the Agreement without liability, in whole or in part, with respect to any Work to be performed if the Town has not made the initial payment by the start of the Work for each respective zone.
- B) Suspension by the Town. Without limiting its termination rights under the Agreement, if Consolidated defaults on the Agreement in any of the following ways: (i) Consolidated is adjudged a bankrupt, or (ii) it makes a general assignment for the benefit of its creditors, or (iii) a receiver is appointed on account of its insolvency, or (iv) it persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or (v) it fails to make prompt payment to subcontractors or for materials or labor, or (vi) it persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (vii) it otherwise is guilty of a substantial violation of a provision of this Agreement, then the Town may, without prejudice to any right or remedy and after giving Consolidated thirty (30) days written notice, given in the manner required by the Agreement, do one or more of the following: (a) supply labor, materials or equipment on the Town's behalf to complete the Work, (b) expel Consolidated from the Project and complete or arrange for the completion of the Work in such manner as the Town sees fit, or (c) suspend the Agreement, in whole or in part, and withhold any further payments to Consolidated until Consolidated's Work hereunder shall be wholly finished and approved.

16. Claims; Extra or Changed Work. Without invalidating the terms of the Master Services Agreement, and this Schedule A, the Town may by written order (a "Change Order") agreed upon by both Parties, make additions to, deletions from, or otherwise change the Work, with the Contribution amount and time for completion of the Project being equitably adjusted for such changes. If Consolidated is delayed at any time in the progress of the Work by changes ordered in the Work or by actions of the Town, the time for completion of the Project shall be equitably extended by Change Order.

17. Documentation. The Town shall provide Consolidated with all plans, drawings, surveys, deeds and other documents reasonably necessary to perform the Work and shall notify Consolidated in writing of any special criteria or other requirements related to the Work that are not specified in this Agreement ("Town Documentation"). The Town acknowledges that Consolidated may rely on deeds, plats, maps and other information filed with Town or otherwise publicly available to Consolidated ("Public Information") and that Consolidated may rely on Public Information in rendering the Work. Consolidated shall not be responsible for errors or omissions or additional costs or expenses arising out of its reliance on Town Documentation or Public Information.

18. Limitation of Liability. Consolidated's entire liability to the Town with respect to this Schedule A of the Master Services Agreement and Schedule B, the Network Operation Agreement shall be limited to the amount of the Contribution. In no event shall either Party be liable to the other party or its subsidiaries, affiliates, employees or agents for any indirect, incidental, consequential, special, or lost profits claim or demand of any nature or kind arising out of or in connection with this Agreement or the Network Operation Agreement.

19. Late Performance Penalty. Should Consolidated fail to substantially complete the Town-Funded Network within two (2) years and thirty (30) days of the date when the Town provided written notice to Consolidated that the Town has received Project funds and that the Project Work may proceed, Consolidated shall pay a One Thousand Dollars (\$1,000.00) per day penalty for such day that the Town-Funded Network Work remains uncompleted.

20. Demarcation Points and Ownership.

- A) **Demarcation Points.** Consolidated Communications will designate an installation Demarcation Point between the Town-Funded Network facilities described in Exhibit A-3 and the Consolidated-owned network, to safeguard and maintain Consolidated operational control over the system as a whole.
- B) **Ownership.** The Town will retain ownership of the Network Assets as described in Exhibit A-3. Consolidated will retain ownership if its network facilities on the Consolidated side of any Demarcation Point and will retain ownership of all Drop Facilities and CPE both, as defined in Schedule B, the Network Operation Agreement at Section 8, unless purchased by the Town in accordance with the terms of this Agreement or as may otherwise be mutually-agreed between the Parties.

EXHIBIT LIST
Schedule A

A-1	Map and List of Project Area
A-2	Dublin Work Locations and Address List
A-3	Description of the Town Funded Network Facilities
A-4	Consolidated's Response to the Town of Dublin's Request for Proposals for Fiber to the Home

EXHIBIT A-1

Map and List of the Project Area



Green = served out of Dublin exchange.
Orange = served out of Marlborough exchange.
Pink = served out of Peterborough exchange.
Yellow outline = Dublin town boundary.

EXHIBIT A-2

Work Locations and Address List



Dublin Work
Locations and Address

EXHIBIT A-3

Description of the Town Funded Network Facilities

FAST NETWORK BUILDOUT

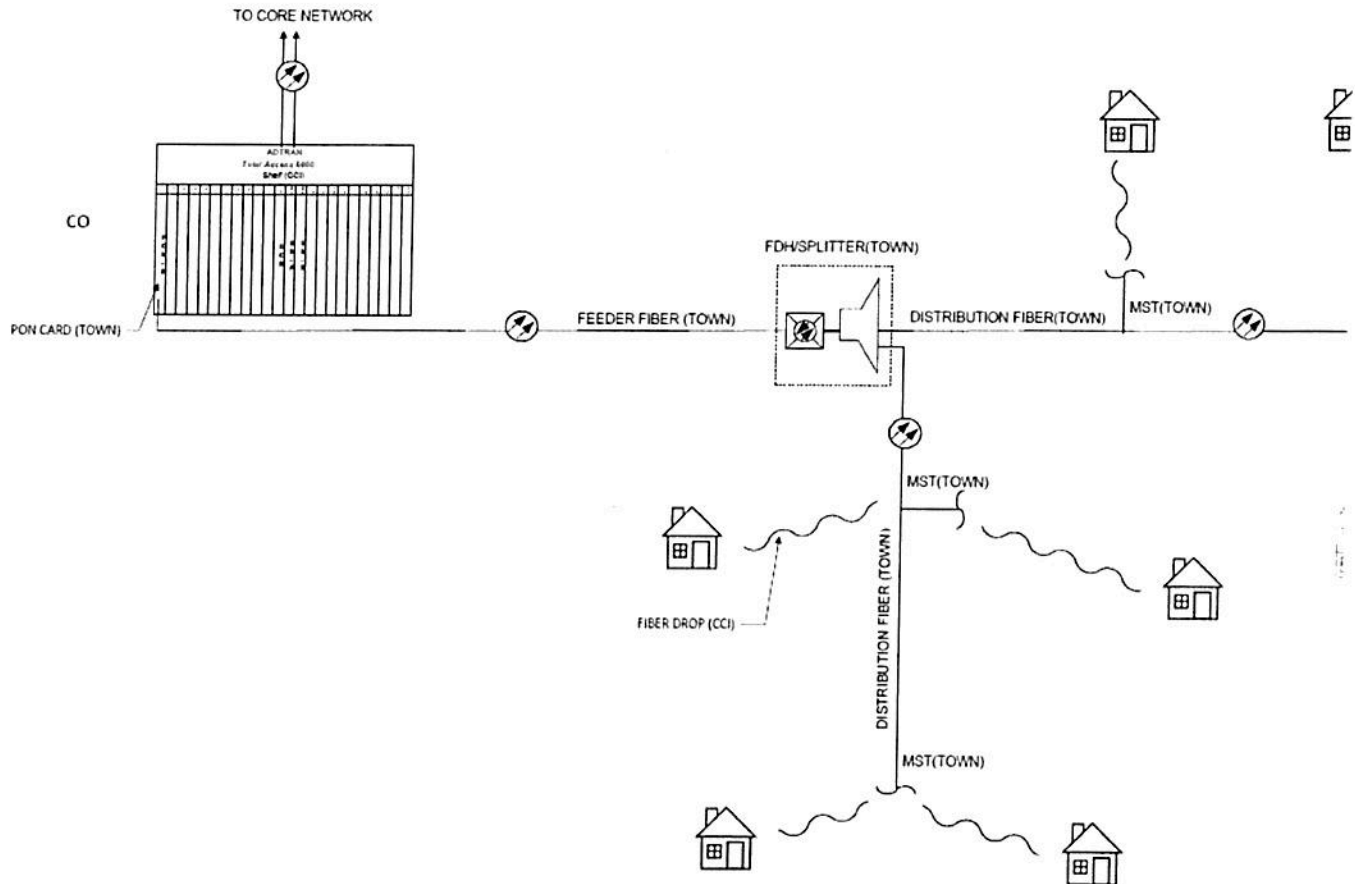


EXHIBIT A-4

Consolidated's Response to the Town of Dublin's RFP



Dublin NH Fiber to
the Home RFP Respo

SCHEDULE B

NETWORK OPERATION AGREEMENT

1. Subject Matter. This Network Operation Agreement is for the establishment of a relationship between the Town of Dublin, New Hampshire (the "Town") and Consolidated Communications Enterprise, Inc. ("Consolidated") (collectively, the "Parties") in regard to the ownership interest in and daily operation and maintenance of the Town Funded Network described in Exhibit A-3 to Schedule A (the "Town Funded Network Facilities") to the Master Services Agreement between the Parties, executed on May 26, 2020. All terms in this Network Operation Agreement shall be as defined in that Master Services Agreement. The Parties acknowledge that the Town Funded Network Facilities include fiber optic cable ("Cable") and fibers contained therein ("Fibers") and associated splicing connections, splice boxes and vaults, and conduit, all as described in Exhibit A-3.

Section 4 of this agreement notwithstanding, Consolidated's obligations under this Network Operation Agreement will only commence when the required Network is funded, constructed, accepted, and put into operation by Consolidated as contemplated in the Master Services Agreement (the "Commencement Date"), provided however, that prior to completion of the Network Assets, Consolidated may start marketing, pricing and expansion of services to be provided under this Network Operation Agreement and may start providing such services as may be provided for portions of the Network that have been built out. Such operations shall be Consolidated's sole responsibility.

2. Term. The "Initial Term" of this Network Operation Agreement will be for a period of twenty (20) years from the Effective Date. The term of this Network Operation Agreement will automatically renew for consecutive one (1) year terms (each a "Renewal Term") upon expiration of the Initial Term or any applicable Renewal Term, unless either Party provides the other Party with written notice of non-renewal at least one hundred and eighty (180) days prior to the expiration of the then current term. The Initial Term together with all applicable Renewal Terms are collectively referred to in this Agreement as the "Term."

3. Grant of Exclusive Operating Authority. As described in the Master Services Agreement, legal title to the Town Funded Network facilities is and will continue to be held by the Town, and nothing in this Agreement will convey any legal title in the Town Funded Network to Consolidated. However, during the term of this Agreement, Consolidated will have the exclusive right and obligation to maintain and operate the Network Assets in total for commercial purposes. The Town will have no right to access any physical Fibers within any Cable, to enter any splice or Consolidated vault or access any electronic devices connected by Consolidated to the Town Funded Network. Consolidated will undertake all work to interconnect the Fibers and to construct, install,

maintain and repair the associated conduit, cable and appurtenances as described in Exhibit A-3 to Schedule A to the Master Services Agreement.

For clarity, it is the Town's intent to transfer complete and exclusive operating control over the Town Funded Network to Consolidated, and the Town acknowledges that it will have no right to manage or control Consolidated's operation or maintenance of the Town Funded Network facilities under this Agreement as long as Consolidated is in compliance with the terms of this Network Operation Agreement and the Master Services Agreement. If Consolidated defaults on the requirements of these Agreements, the Town reserves the right to contract with Consolidated or other licensed technicians and engineers, pursuant to the section entitled "Default" below. Additionally, while the Town will maintain legal ownership of the Town Funded Network, it may not, during the Term of this Network Operation Agreement, sell, assign, or otherwise transfer any of the Town Funded Network without Consolidated's prior written consent. Consolidated may condition any such consent on any such sale, assignment, or transfer being explicitly made subject to and conditioned upon the continuation of the operating authority granted by this Network Operation Agreement.

4. Network Operation Fee. In consideration for exclusive right to maintain and operate the Town Funded Network for commercial purposes, Consolidated shall pay an annual fee to the Town in the amount of Ninety Six Thousand Dollars (\$96,000.00) (the "Network Operation Fee"), commencing in August of 2020. The Network Operation Fee will be paid in twelve monthly payments due on the 15th day of each month in the amount of one-twelfth of the Network Operation Fee.

Consolidated's failure to pay the Network Operation Fee will be considered a default under Section 11 below. Should any payment by Consolidated be late (e.g., not received by the Town on the due date interest shall accrue at Eighteen Percent (18%) per annum from the due date until the date the late payment is received by the Town and shall be paid by Consolidated to the Town on or before the scheduled payment.

5. End User Fee. The Town acknowledges that Consolidated intends to impose a specially assessed Subscriber Fee payable on all end user bills associated with customers utilizing the fiber optic Network for Broadband data services to offset the amount of the Network Operation Fee. Users accessing the network solely for voice services will not be assessed the fee. The Subscriber Fee is described in more detail in Section 3 of the Master Services Agreement.

6. Free Service to Public Buildings. Consolidated shall provide one outlet of Internet service at any speed tier for each location designated as core facilities by the Town at no charge to the Town for the Internet services excluding school facilities, provided that the buildings are within the Town limits and such property locations are within one hundred fifty (150) feet from the feeder cable of the Town-Funded Network. If the property locations are beyond one hundred fifty (150) feet, the Town may elect to receive such service by paying for the necessary line extension beyond one hundred fifty (150) feet at the rate for Town-Funded Network extensions set forth below.

The Internet service provided pursuant to this Section shall not be used for commercial or resale purposes and such outlets shall not be located in areas open to the public, other than the Town Public Library. The Town shall take reasonable precautions to prevent and the Town and applicable end user shall be responsible for any use of the Network that results in the inappropriate use thereof under Consolidated AUP Terms, as defined below in Section 7, or applicable law or any loss or any damage to the Network Assets..

7. Network Operation Standards. As the operator of the Town Funded Network, Consolidated will interconnect the Town Funded Network with its own network and will offer Broadband Internet and other Network services (the "Consolidated Services") to end user customers within or proximate to the Town ("Subscribers"). Consolidated warrants that it will operate and maintain the Consolidated Services within commercially reasonable standards of service. This in no way guarantees any specific level of service, uptime or reliability. However, the Network Assets will be capable of offering Internet download speeds consistent with Consolidated's response to the Town's RFP, attached to the Master Services Agreement as Exhibit A-4, and defined within its guidelines.

Consolidated will have the right to manage and control all aspects of the customer relationships with Subscribers to the Consolidated Services. The Consolidated Services will in all cases be offered and provided subject to Consolidated's Internet Terms & Conditions, Internet Acceptable Use Policy, and all other applicable terms, conditions, and policies located at <https://www.consolidated.com/support/terms-policies> (collectively, the "Consolidated AUP Terms"), and Consolidated reserves its right to restrict or terminate a Subscriber's use of any Consolidated Service in accordance with the Consolidated AUP Terms.

8. Subscriber Connections. As Subscribers order Consolidated Services, Consolidated will fund the construction of all facilities from an appropriate drop-point on the Town Funded Network to each applicable Subscriber premises (the "Drop Facilities"). Consolidated will only be required to install these Drop Facilities as and when the applicable premises owner or tenant (with the premises owner's consent, to the extent required) requests services from Consolidated and permits Consolidated access to the premises owner's property. Following a premises owner's or applicable tenant's request for service, Consolidated will enter into an agreement for services with the owner or tenant and will thereafter furnish and install the necessary Drop Facilities in coordination with the owner or tenant.

Monthly broadband service fees for locations in the Town will be in line with those charged to similarly-situated subscribers in other portions of New Hampshire. In each instance where a premises owner requests service and executes the applicable agreement for services, Consolidated will install the Drop Facilities to an appropriate demarcation point at the owner's premises and will furnish the customer premises equipment ("CPE") needed for the owner to receive the services. For clarity, all Drop Facilities and CPE are not Town Funded Network facilities and will therefore be owned

by Consolidated at all times during the Term. Additionally, Consolidated will continue to own all Drop Facilities and CPE following termination of this Agreement unless any Drop Facilities are purchased by the Town as contemplated by the Master Services Agreement.

9. Extension of Town-Funded Network. Cable extensions from the public right of way to a Subscriber premise shall be provided to any Subscriber who is located within one hundred fifty (150) feet of aerial feeder cable at no charge. A charge of fifty-five cents (\$0.55) per foot may be assessed for any installation in excess of the standard installation footage.

10. Subscriber Data Management and Privacy. Consolidated will not block, throttle or otherwise impede any lawful traffic and will manage end user data and privacy in accordance with policies established and published at the above link containing the Consolidated AUP Terms. These policies include Consolidated's Broadband Management Policies, Open Internet Information FAQs, and Privacy Policy, all available at the above link. The Network Assets and Subscriber data will be managed by Consolidated in the same manner as Consolidated manages its network and subscriber data generally for all residents of the State of New Hampshire.

Independent of changes over time of Consolidated's posted Internet Terms and Conditions, Consolidated will:

- A) Never block, throttle, impede, or cap any lawful Internet traffic for locations in the Town; and
- B) Maintain monthly broadband service fees for locations in the Town, in line with those for similarly-situated customers in other portions of New Hampshire; and
- C) Operate the Network Assets within the guidelines of "net neutrality." An exception to this may be if a broadband wholesaler to Consolidated does not follow these guidelines.

Consolidated will maintain sole ownership and control over all Subscriber data, including all "customer proprietary network information" ("CPNI") as defined under the Telecommunications Act of 1996 and applicable Federal Communications Commission rules (the "CPNI Laws"). Consolidated will collect and store all Subscriber data, including all CPNI in accordance with the Consolidated AUP Terms and the CPNI Laws. To ensure compliance with the foregoing, Consolidated will not be required to share Subscriber data with the Town in the normal course of its operations under this Agreement and, notwithstanding anything in the Master Services Agreement to the contrary, will be entitled to withhold any CPNI or other personally-identifying Subscriber data in response in any audit conducted by the Town or otherwise in any response to the Town's request for information.

11. Default. Where Consolidated is the party in default, including as a result of a Payment Default or Insolvency Default, as those terms are defined in Section 7 of the Master Services Agreement, and all applicable cure periods have elapsed, the Town will have the following rights:

In the event of any uncured default under this agreement or termination for cause as provided in Section 12, below, the Town will also have the right to terminate the this Agreement and thereby reclaim the exclusive right to use the Town-Funded Network, including the right to grant an operating agreement to and/or lease of such Network to a third party to serve as a successor operator.

In the event the Town terminates the Network Operation Agreement under this Section, the Town reserves the right to negotiate for Consolidated to serve as the successor operator under a successor network operating agreement with different terms as determined to be necessary by the Town in its sole discretion. However, if the Town elects to operate the Town-Funded Network itself or to engage a successor operator, Consolidated will cooperate with Town and/or successor operator as reasonably requested by the Town to effect the orderly transition of operation from Consolidated to the Town or successor operator as required by this Agreement, subject to payment of any pole attachment fees or other fees and other obligations for use of Consolidated infrastructure generally imposed by Consolidated upon third parties using its poles or other infrastructure. Upon termination of the this Agreement, Consolidated shall also remove any Consolidated-Funded Facilities from Town-owned or operated property within ninety (90) days of the Agreement termination excluding, to the extent applicable, any Drop Facilities from the Town-Funded Network to the Subscriber premises which, at Consolidated's election and subject to applicable laws, may remain in place subject to purchase by the Town or successor operator, subject to assessment of valuation by a mutually agreed to, independent third party. Notwithstanding the foregoing, though, Consolidated will not be required to remove such Consolidated-Funded Facilities from Town-owned or -operated property if continued placement of such Facilities is permitted by (a) any franchise agreement from the NH Public Utilities Commission or other state or federal commission, and a lease or license to allow occupancy of municipal property, or (b) any franchise agreement with a cable TV provider, and such franchise agreement, lease or license has not been terminated for any reason.

12. Termination For Cause. Either Party may terminate this Agreement for cause:

- A) If either Party defaults in the performance of, or fails to perform, any of the material obligations of this Agreement, and such default is not remedied within thirty (30) days after written notice from the non-defaulting Party ("Default Notice"); provided, however, that if the default (other than a payment default) by its nature cannot be cured within thirty (30) days and the

defaulting Party within that time has commenced its cure, there shall be no default as long as the defaulting Party diligently continues such cure to completion beyond the thirty (30) days cure period; or

- B) Immediately in the event of the insolvency of either Party hereto. A Party will be deemed to be insolvent if (1) a petition has been filed against the non-terminating Party for an involuntary proceeding under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, and (i) such petition has not been dismissed within sixty (60) days of filing; or (ii) a court having jurisdiction has appointed a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of such Party for any substantial portion of its property, or ordered the winding up or liquidation of its affairs, or (2) the non-terminating Party has commenced a voluntary proceeding under applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, or has made any general assignment for the benefit of creditors.

In the event this Agreement is terminated for default, Consolidated's right to operate the Town Funded Network will automatically cease and Consolidated will have no further obligation to collect Subscriber Fees or to make any Deficiency Payments or other payments to the Town other than any payment amounts that are then due and payable. Upon termination of this Agreement, Consolidated's sole obligation for payment to the Town will be to remit any amounts past due to Town.

13. Post-Termination Procedures. Following termination of this Agreement for any reason, the Town may elect to assume operational control over the Town Funded Network facilities or may, in its discretion, appoint a successor operator (a "Successor Operator") to assume operational control over the Town-Funded Network facilities. The following terms will apply in any transition of operational control over the Town-Funded Network from Consolidated to the Town or a Successor Operator:

- A) If requested by the Town, Consolidated may elect to sell certain Drop Facilities to the Town or a Successor Operator in its sole discretion. The purchase price for any such sale may be determined by a mutually agreed independent third party valuation expert. However, if any Drop Facilities are not purchased by the Town or a Successor Operator, Consolidated will have the right to either leave all or any portion of the Drop Facilities in place or to remove all or any portion of the Drop Facilities. If the Town does not purchase any applicable Drop Facilities and Consolidated elects to remove the Drop Facilities, the Town will permit Consolidated access to its property to remove such facilities as reasonably requested by Consolidated.
- B) To the extent any Town-Funded Network facilities are installed on Consolidated-owned poles or within Consolidated-owned conduit, Consolidated will have the right, as of the termination date, to charge the

Town or the Successor Operator Consolidated's then-standard pole attachment or conduit occupancy fees for the applicable pole or conduit on the same terms and conditions and at the same or a lesser rate as Consolidated charges to third parties in the Town. If requested by Consolidated, the Town or Successor Operator will enter into Consolidated's then-standard pole attachment or conduit occupancy agreement, on the same terms and conditions and at the same or a lesser rate as Consolidated charges to third parties in the Town for the applicable poles or conduit. However, following termination, Consolidated will have the right to charge its standard pole attachment or conduit occupancy fees, but in no event greater than the rates charged to other third parties in the Town, regardless of whether the Town or Successor Operator enters into such an agreement, and unless otherwise provided in an agreement executed by the applicable parties, such fees will be payable by the Town within thirty (30) days of the Town's receipt of an invoice from Consolidated therefor.

- C) To the extent any Town-Funded Network facilities are installed on third party poles or within third party conduit or to the extent Consolidated is required to obtain any other rights from third parties to install and operate the Town-Funded Network, (collectively, "Third Party Required Rights"), Consolidated will endeavor to assign all pole attachment, conduit occupancy, or other contracts documenting the Third Party Required Rights to the Town or Successor Operator. In this event, the Town or Successor Operator will agree to assume all of Consolidated's obligations under such contracts from date of assignment, including payment of all fees following the date of assignment. If Consolidated elects to pay any post-assignment fees under such contracts following assignment, the Town will reimburse those fees within thirty (30) days of the Town's receipt of an invoice from Consolidated therefor. If Consolidated is unable to secure the assignment of any Third Party Required Rights contracts due to requirements of the third parties, it will be entitled to terminate such contracts, and Consolidated will have no responsibility or liability for actions taken by the third party with respect to Town-Funded Network facilities installed on or within the third party's facilities. The Town will also indemnify and hold Consolidated harmless from any liability arising under any Third Party Required Rights contracts following the assignment date.

Except as may be expressly provided in subsections (A)-(C) above, Consolidated will have no further obligation or liability with respect to the Town-Funded Network following termination of this Agreement for any reason.

14. Maintenance. Consolidated shall comply with all the terms of the Town's Applicable Regulations and Ordinances. In addition, the following shall apply:

- A) **Scheduled Maintenance.** Maintenance and repair of the Network Assets described in this section ("Scheduled Maintenance") will only be performed

by or under the direction of Consolidated. Scheduled Maintenance will include the following activities:

- (i) Monitoring of the Network Assets on a regular basis;
- (ii) Maintenance of a "Call-Before-You-Dig" program and all required and related Cable locations;
- (iii) Assignment of fiber maintenance technicians to a location within the Town-Funded Network, as defined in the preamble to the Master Services Agreement.

B) **Unscheduled Maintenance.** Non-routine maintenance and repair of the Network Assets which is not included as Scheduled Maintenance ("Unscheduled Maintenance") will be performed by or under the direction of Consolidated. Unscheduled Maintenance will consist of:

- (i) "Emergency Unscheduled Maintenance" in response to an alarm identification by Consolidated' Network Operations Center ("NOC"), or notification by any third party of any failure, interruption or impairment in the operation of the Network Assets, or any event imminently likely to cause the failure, interruption or impairment in the operation of the Network Facilities.
- (ii) "Non-Emergency Unscheduled Maintenance" in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of the Network Assets.

C) **Relocation.** For clarity, Consolidated's right to maintain the Network Assets includes the right for Consolidated to relocate portions of the Network Assets should it determine such a relocation is necessary or advisable. Circumstances in which Consolidated may relocate all or any portion of the Network Assets include, but are not limited to, the following: (i) if a third party with legal authority to do so orders or threatens to order such relocation (e.g., through filing or threatening to file a condemnation suit), (ii) in order to comply with applicable laws, (iii) to prevent or abate interference with or interruption of the Network Facilities, or an unreasonable risk thereof, due to the existence of physical conditions (e.g. rock slides, seismic conditions), (iv) to reduce governmental fees or taxes assessed against it or the Town if mutually agreed by the Parties, or (v) if it determines to do so in its reasonable business judgment. Any relocation of the Network Assets will be performed at Consolidated's sole cost and expense unless such relocation is requested or required by or as a result of the Town, in which case the Parties will negotiate an appropriate Change Order under or amendment to the Master Services Agreement apportioning the cost of such relocation between them.

Consolidated will perform any relocation in accordance with its normal business practices and in a manner that complies with the specifications and requirements set forth in the Master Services Agreement and that does not unreasonably interrupt service on the Fibers. In the event of any required relocation, the Town will cooperate as reasonably requested by Consolidated to secure alternate routes for the Network Assets and to interface with third parties as needed to accomplish the relocation.

15. NOC. Consolidated will operate and maintain a NOC staffed twenty-four (24) hours a day, seven (7) days a week by trained and qualified personnel. Consolidated's maintenance employees will be available for dispatch twenty-four (24) hours a day, seven (7) days a week. Consolidated will respond immediately to any Emergency Unscheduled Maintenance activity; and, where commercially practicable, have its first maintenance employee at the site requiring Emergency Unscheduled Maintenance activity within two (2) hours after the time Consolidated becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by circumstances beyond the reasonable control of Consolidated. Consolidated will maintain a toll-free telephone number to contact personnel at the NOC. Consolidated's NOC personnel will dispatch maintenance and repair personnel along the system to handle and repair problems detected in the Town-Funded Network.

16. Facilities

- A) Consolidated will maintain the Network Assets in a manner which will permit use, in accordance with the terms and conditions of the Agreement.
- B) Consolidated will be solely responsible for providing and paying for any and all maintenance of all electronic, optronic and other equipment, materials and facilities used in connection with the operation of the network.

17. Cable/Fibers

- A) Consolidated will perform appropriate Scheduled Maintenance on the Cable in a good and workmanlike manner and in accordance with Consolidated current preventative maintenance procedures and standard industry practice.
- B) Consolidated will have qualified representatives on site any time Consolidated has reasonable advance knowledge that another person or entity is engaging in construction activities or otherwise digging within five (5) feet of the Cable.
- C) Consolidated will maintain sufficient capability during Emergency Unscheduled Maintenance to provide regular communications during the repair process. When correcting or repairing Cable discontinuity or damage, including but not limited to Emergency Unscheduled Maintenance, Consolidated will use commercially reasonable efforts to repair traffic-affecting discontinuity within four (4) hours after notice of the discontinuity

or damage. In order to accomplish such objective, it is acknowledged that the repairs so effected may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such Emergency Unscheduled Maintenance, Consolidated will commence its planning for permanent repair, and will implement such permanent repair within an appropriate time thereafter. Restoration of open fibers on fiber strands not immediately required for service will be completed on a mutually agreed-upon schedule. If the fiber is required for immediate service, the repair will be scheduled for the next available Planned Service Work Period ("PSWP").

- D) Consolidated's representatives or contracted companies that are responsible for initial restoration of a cut Cable will carry on their vehicles the typically appropriate equipment that would enable a temporary splice, with the objective of restoring operating capability in as little time as possible. Consolidated will maintain and supply an inventory of spare Cable in storage facilities supplied and maintained by Consolidated at strategic locations to facilitate timely restoration.

18. Planned Service Work Period (PSWP). Scheduled Maintenance which is reasonably expected to produce any signal discontinuity will generally be scheduled after midnight and before 6:00 a.m. local time. Major system work, such as fiber rolls and hot cuts, will be scheduled for PSWP weekends.

19. Subcontracting. Consolidated may subcontract any of the maintenance services hereunder; provided that Consolidated will require the subcontractor(s) to perform in accordance with the requirements and procedures set forth herein. The use of any such subcontractor will not relieve Consolidated of any of its obligations hereunder.

20. Demarcation Points and Ownership. Consistent with the Master Services Agreement and Schedule A thereto, re: Network Construction:

- A) Demarcation Points. Consolidated Communications will designate an installation a Demarcation Point between the Town-Funded Network facilities described in Exhibit A-3 to the Master Services Agreement and Schedule A thereto re: Network Construction and the Consolidated-owned network to safeguard and maintain Consolidated operational control over the system as a whole.
- B) Ownership. The Town will retain ownership of the Network Assets as described in Exhibit A-3 to Schedule A to the Master Services Agreement. Consolidated will retain ownership if its network facilities on the Consolidated side of any Demarcation Point and will retain ownership of all Drop Facilities and CPE unless purchased by the Town in accordance with the terms of this Agreement or as may otherwise be mutually-agreed between the Parties.

21. Fees and Taxes. Consolidated, as the operator of the Network Assets, will be responsible for all charges and fees that arise as a result of network operation including but not limited to pole attachment fees, right of way charges including all current and future assessments necessary to maintain the network in a full operational capacity.

As part of its operating obligations under this Agreement, Consolidated will be responsible for all ad valorem, property or other taxes assessed on the Town Funded Network facilities or Consolidated's operation thereof. Without limiting the generality of the foregoing, it is the Parties' intent that Consolidated assume the obligation to pay all taxes required to be paid by Consolidated under New Hampshire RSA 72:23 I(b) or any successor statute, and, as required by RSA 72:23 I(b), the failure by Consolidated to pay such taxes will be cause to terminate this Agreement. However, to the fullest extent permitted by applicable New Hampshire law, the Town will not be entitled to terminate this Agreement for Consolidated's failure to pay the required taxes unless the Town first provides Consolidated a notice of default and opportunity to cure under Section 7 of the Master Services Agreement.

For clarity, Consolidated will no longer be obligated to pay any taxes assessed on or related to the Town Funded Network if this Agreement is terminated and any such taxes assessed in the year of termination will be apportioned between Consolidated and the Town or any Successor Operator according to days of operation. If Consolidated pays the Town's or any Successor Operator's share of such taxes for the year of termination, Consolidated may invoice the Town or the Successor Operator, as the case may be, for the Town or the Successor Operator's share, and the Town or the Successor Operator, as appropriate, will be required to reimburse Consolidated for such share within thirty (30) days of its receipt of an invoice from Consolidated therefor.

22. Other Terms. The applicable terms and definitions of the Master Services Agreement including, without limitation, Liability and Insurance (Section 6), Default and Termination (Section 7), Force Majeure (Section 8), Eminent Domain (Section 9), Assignment and Survivorship (Section 10), Entire Agreement and Amendment (Section 11), Severability (Section 12), Governing Law (Section 15), and Notices (Section 16), will apply to this Agreement and to the Parties' respective rights and obligations herein.

[Signature Pages, of Schedule B, on following page]

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS NETWORK
OPERATION AGREEMENT.

Consolidated Communications Town of Dublin
Enterprise Services, Inc.

By: C. Robert Udell, Jr.

Name: C. Robert Udell, Jr.

Title: President & CEO

Date: 5-19-2020

By: Walter J. Snitko

Name: Walter Snitko

Title: Chairman, Board of Selectmen

Date: 5/26/2020

By: Chris Raymond

Name: Chris Raymond

Title: Board of Selectmen

Date: 5/26/2020

By: Carole Monroe

Name: Carole Monroe

Title: Board of Selectmen

Date: 5/26/2020