

Long Hill Estates
Board of Directors Meeting
April 26, 2022
Asynchronously & Online

Present: Allen Hollander, Maura Scanlon, Diana Griffin,

- The Board unanimously agreed to allow Consolidated Communications Enterprise Services (CCES) to install Fidium Fiber Internet into LHE by connecting to the nine LHE buildings. The BOD thanks Ravi Both (Unit #1) for being the catalyst for this valuable upgrade.
 - o Kathy McLaughlin, realtor for The Petersons, recommends we do this. She says that the number one question buyers ask is about internet.
 - o It's likely that our home values will increase by 5-8% in value with Fiber Internet, along with Xfinity, as options.
- Once all the nine buildings are connected, Allen, along with owner volunteers, will work with all LHE owner/residents to allow CCES access into each unit's crawl space so that the fiber optics cable can be strung under all the units.
 - o IMPORTANT: In order for any single unit to have fiber internet, CCES need to run conduit through all units' crawl space. This will allow every unit to have the option to acquire fiber internet. It's part of the deal.
- Allen will inform all owners/residents about Fidium Fiber Internet. There is no cost to the Association or to unit owners for the option.
- Owners/residents are not obligated to sign with CCES for Fidium Fiber Internet. They can keep Xfinity if they want.
- There is no cost to the Association or to unit owners for the wiring up of this infrastructure. The only cost would be to an owner if/when an owner opts into using Fiber Internet.

Respectfully submitted by
Allen Hollander

ACCESS AND EXCLUSIVE MARKETING AGREEMENT

This Access and Exclusive Marketing Agreement (“**Agreement**”) is made as of the last date signed (the “**Effective Date**”), by and between **Consolidated Communications Enterprise Services, Inc.**, a Delaware corporation, with business offices at 2116 South 17th Street, Mattoon, IL 61938 (“**CCES**”), and **Long Hill Estates Home Owner Association**, an association, with business offices at One Hundred Long Hill Rd., Peterborough, NH 03458 (“**Owner**”).

In consideration of the mutual promises set out below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCES and Owner agree as follows:

1) PURPOSE.

(a) Owner is engaged in constructing a new residential community located at **One Hundred Long Hill Rd, Peterborough, NH 03458**, to be comprised of **three and four bedroom homes** offered for rent, with nine buildings for residential structures totaling thirty-six for-rent single-family homes ("units") and known as the **Long Hill Estates** (the “**Premises**”). A map showing the location of the Premises and the proposed location of the residential structures on the Premises is attached as **Exhibit A** and incorporated as a part of this Agreement.

(b) CCES has an interest in installing equipment and facilities on the Premises to provide digital home telephone service and high-speed Internet and data services (and services ancillary to such services) (together, the “**Services**”) to residents of the Premises who elect to procure them from CCES. The equipment and facilities include, but are not limited to cable, wiring, optical fiber, switches, converters and other network equipment, connection enclosures/boxes/lockboxes, termination boxes/panels and other materials appurtenant to CCES’ operations (together, the “**CCES Facilities**”). CCES will build with fiber to a mutually acceptable minimum (main) point of entry (“**MPOE**”) to the Premises.

(c) Owner will install a mutually acceptable connection point at each of the units, and within each of the units will be responsible for inside wiring, jacks and all related splicing and extensions within the unit and to the unit’s media box as well as related trim out and access to power (the “**Owner Facilities**”).

(d) Owner acknowledges that one or more of the Services may be provided by or through CCES affiliates or secondary providers for CCES. CCES will remain responsible with respect to the network construction, installation and delivery of all Consolidated Communications-branded Services on the Premises.

2) AUTHORIZATION AND GRANT.

(a) Owner designates CCES as the exclusive “authorized provider” of telephone and Internet/data services on the Premises, and CCES may so represent itself to customers and potential customers. CCES acknowledges that other providers may also be permitted by Owner to provide services on the Premises that are competitive with those of CCES, to the extent authorized by applicable law. Nothing in this Agreement is intended to, nor shall it be construed to, preclude any end user from electing to receive services from another provider. This Agreement shall not constitute an exclusive services contract.

(b) Owner authorizes CCES to install, maintain, upgrade, repair, replace, operate and remove any and all CCES Facilities (including equipment, facility or network upgrades and/or replacements that CCES may determine from time to time to be required or appropriate) in order to deploy and operate its network and to provide Services on the Premises. Any such work shall be done in accordance with this Agreement.

(c) Owner authorizes CCES to use on a non-exclusive basis certain underground conduit designated by Owner for use by CCES, and any Owner-owned duct, cable and wiring, in order to establish Service connections to residents and/or occupants who contract for Services from CCES, provided that such items are available for CCES use. Subject to Owner's prior Plan approval, CCES also may provide or place additional facilities into the Premises and to the Premises equipment room and to any other Owner-designated or Owner-permitted locations, as CCES elects, and to install CCES network devices there, in all cases subject to the provisions of this Agreement.

(d) Owner grants to CCES and its affiliates involved in providing any Service an easement in gross (a personal easement) (“**Easement**”) for all purposes related to the authorizations set out above, and for access, ingress and egress to the Premises, so CCES can act as authorized by this Agreement and can sell and provide its Services.

(e) CCES agrees to follow existing and newly-designated utility/provider easements, rights of way and similar paths on the Premises, or that are otherwise made available by Owner for compatible uses, and for any inside or outside in-ground or aerial installations, wherever practicable. If CCES reasonably determines that following such paths is not practicable, or requires a different or separate installation path, CCES will advise Owner and CCES and Owner together will agree on a mutually satisfactory alternative. Any such use will be considered part of the Easement. The Easement may be used by CCES, or any contractor, affiliate or subsidiary who is an authorized CCES representative, in order to deploy and operate the CCES Facilities and to sell and provide the Services. None of this Agreement, the Easement, or a memorandum of this Agreement or of the Easement shall be recorded.

(f) CCES’s authority to deploy and operate its Facilities and to sell and provide its Services will continue for so long as this Agreement remains in place, and for such additional time as existing customers on the Premises elect to procure Service from CCES. Even in the absence of any marketing or other comparable business relationship as provided herein, CCES will retain the right to serve the Premises in accordance with its certificate and status as to the Premises under applicable law and otherwise in the same manner as any other communications provider certificated or franchised under Federal, state or local law.

3) TERM.

The initial term (“**Term**”) of this Agreement will begin on the Effective Date and will continue for a period of **ten (10) years**. Either party may terminate this Agreement as of the end of the Term by giving six (6) months written notice of termination to the other party. If neither party gives notice of termination, this Agreement and the Term will automatically be extended for an additional one (1) year period, and each extension will be further extended for an additional one (1) year period unless six (6) month’s written notice of termination is given to the other party. Any termination is subject to CCES’s continuing right to use the Easement and other rights in accordance with its certificate and status as to the Premises under applicable law, in any case, to provide Services to residents who desire them, but with no further obligations regarding marketing promotion, compensation or promotional connections on the part of either party.

4) INSTALLATION, OWNERSHIP, MAINTENANCE.

(a) CCES will comply with all applicable Federal, state and local laws, regulations, rules, orders and other governmental requirements in deploying and operating the Facilities, and will install, operate, maintain and repair them in accordance with prevailing industry practices and CCES’s own construction procedures and requirements. All materials used or provided by CCES and all Facilities installed by CCES will be provided at CCES’s sole cost, and will be in compliance with all applicable laws, rules, regulations, and codes (including, but not limited to, any applicable building codes, safety codes, electrical codes and fire codes). CCES will be solely responsible for obtaining any and all permits, licenses or other governmental authorizations necessary for the installation, use and operation of the Facilities. CCES shall also be solely responsible for obtaining any and all certificates, franchises and other authorizations required to operate its network and to deliver Services.

(b) CCES and Owner will cooperate with one another during any new construction-related activity. Owner agrees to provide copies of any reasonably available maps and drawings of the physical layout of the Premises if requested by CCES.

(c) Owner will provide reasonable assistance to CCES in locating and marking the location and occupants of desired easements, rights of way, paths and other areas to be used, in conjunction with construction-related work, so that Owner and CCES can minimize interference and construction conflicts, and so that CCES may comply with all applicable state and local location and construction requirements.

(d) CCES will seek in good faith to be responsive to any issues of noise or dust identified to it during any construction and installation work, and to complete its Facilities installations in a timely manner. CCES will perform any restoration work required to comply with the requirements of any applicable law or ordinance.

CCES will promptly repair any damage to common or other areas within the Premises that it causes. Damaged areas will be returned substantially to their prior condition.

(e) Except as specifically required otherwise by applicable law or regulation, CCES will retain exclusive ownership of all CCES Facilities until this Agreement terminates. The CCES Facilities shall not be deemed to be real property or fixtures, and they shall at all times remain the personal property of CCES except as provided above. CCES will be solely responsible for all maintenance and repair of the CCES Facilities. CCES will not be responsible for maintenance or repair of the Owner Facilities, except to the extent it damages them in the course of providing Services. Owner will not authorize or allow any other person to use or perform work on any CCES Facilities without CCES authorization. CCES may (but need not) elect to make CCES Facilities available to other providers authorized by Owner to provide services on the Premises on reasonable terms and conditions, including payment of a use fee or other recurring charge, in its sole discretion.

(f) At least thirty (30) days prior to installation of any new CCES Facilities by CCES, it will provide Owner with its written design and specifications for the CCES Facilities to be installed (“**Plans**”). Except for CCES Facilities repairs, comparable equipment or facility replacements, in-unit surface wiring, or work that does not require any physical alterations or other changes to the Premises (including any ground excavation or penetration of a building surface other than removable attachment hardware), CCES shall not install any new CCES Facilities on the Premises without first obtaining Owner’s approval of its Plans, such approval not to be unreasonably withheld or delayed. CCES shall ensure that all CCES Facilities are installed in a good and workmanlike manner in accordance with the approved Plans.

(g) Owner authorizes CCES on a non-exclusive basis to use any Owner Facilities on the Premises, including any telephony wiring, coaxial cable and other media running to, into and/or within any unit (“**Inside Wiring**”). Owner authorizes CCES to use the Owner Facilities for delivery of its Services where its use is appropriate for the Service and it is available. Inside Wiring will be made available on a non-exclusive basis. Owner agrees that it will not authorize any third party to use any portion of the Inside Wiring of a unit during the time that CCES is using it or while CCES has an agreement with a resident to provide Services to that resident's unit. CCES will maintain the Inside Wiring that it uses during the time CCES has an active subscriber in that unit, and CCES shall repair any damage to the Inside Wiring caused by CCES. CCES is not required to repair Inside Wiring installed or damaged by a unit resident.

(h) Any additional in-unit installation of wiring shall be limited to surface wiring, to be installed only if authorized by Owner, on terms and conditions established by Owner. For any or no reason, Owner may prohibit CCES from providing any surface wiring in its units. Owner shall have no responsibility or obligation in connection with any wiring installed by CCES.

(i) Owner agrees to use reasonable care to avoid damage to CCES Facilities. CCES shall look first to its own insurance for coverage of any loss or damage caused by Owner, so long as such damage is not the result of Owner’s gross negligence or willful action.

5) INDEPENDENT CONTRACTOR STATUS.

It is understood and agreed that Owner and CCES are independent contractors and that no relationship of employer-employee exists between them. Any person employed by a party shall be entirely and exclusively under the direction, supervision, and control of such party. Neither party, nor any person acting for such party, shall be considered as having employee status with the other party for the purpose of any employee plan or benefit, or for the purpose of being entitled to participate in any plan, arrangement or distribution by the other party that is extended to the other party’s employees.

Owner shall have no responsibility to CCES or any resident customer in connection with any subscriber or other customer agreement for Services.

6) MARKETING RELATIONSHIP – CCES.

A CCES residential account executive will be assigned to the Premises on a non-exclusive basis to manage the exchange of leads, sponsorship opportunities, Service issues, and to otherwise receive and/or respond to

matters related to the provision of Services on the Premises. Contact information for CCES representatives will be provided to Owner and kept current.

CCES will give Owner access to marketing collateral and a web-based lead generation tool for providing leads. CCES will train Owner representatives with respect to these items. CCES will include its 1 Gigabit service among the Services described and will help Owner position the Premises as a technologically-advanced residential location.

In addition, the parties may agree upon the following actions:

- CCES may hold periodic promotional events at the Premises, to be scheduled and coordinated with Owner staff.
- CCES will provide information on its Services to Owner staff at a mutually convenient time.
- CCES may market its Services as the exclusive “authorized Owner provider” or “**authorized Owner’s provider**” (and in any comparable or similar manner) for each and all of the following Services: all telephone and Internet/data services.

Prospective customers will be expected to contact CCES directly (or to be contacted by CCES in response to a lead) to order Services.

7) MARKETING RELATIONSHIP – OWNER.

Owner agrees to do the following in connection with this Agreement:

- Owner will make available CCES-provided marketing materials to new and prospective residents.
- With respect to telephone and Internet/data services, Owner will make only CCES collateral available to new residents in Owner’s “move-in” packages and will allow CCES to display collateral in locations mutually acceptable to the parties in the leasing office and other appropriate common areas.
- CCES will be allowed from time to time by Owner to provide digital video and/or broadband Internet demonstrations or tutorials for residents, subject to Owner’s prior approval as to the time, date, and location of such demonstrations or tutorials, not to be unreasonably withheld, conditioned, or delayed.
- Owner will maintain a CCES contact number for all existing and prospective residents who seek telephone or Internet/data services. It will also maintain related service and customer care numbers and provide them to residents with Service issues.
- Owner will not disparage CCES or any Service of CCES or recommend the services of a competing third-party provider over that of CCES. Owner will not treat any other provider in a more favorable manner or treat CCES in a manner less favorable to another provider. Owner will not enter into any agreement giving another provider a designation or title more favorable than that of CCES as an authorized provider.
- Owner will appoint a liaison to CCES who will meet with CCES periodically as the parties deem appropriate.
- Owner will allow CCES to craft an appropriate new resident welcome letter that Owner will provide in its general welcome kit.

8) TAX WITHHOLDING.

Any payments made to Owner are gross payments. CCES will not withhold from any such sums any amounts for state or Federal income tax, or for any other purpose. Owner and each recipient of a free Service are responsible for their own tax reporting and taxes.

9) DEFAULT AND TERMINATION.

(a) If either party fails to perform any material obligation under this Agreement, and does not cure or reasonably begin and diligently continue to cure such failure within thirty (30) days after receipt of written

notice from the other party identifying the nature of the failure and the applicable provision of this Agreement, it shall be in default (“**Default**”). A party shall also be in default if it should file for bankruptcy, be subject to an involuntary bankruptcy petition, or make an assignment for the benefit of creditors, and not have such proceeding dismissed within sixty (60) days or have secured an order from the court with jurisdiction affirming this Agreement or providing to the other party an order containing adequate assurances of ongoing performance by the party. Unless the party receiving such notice provides reasonable documentation that no Default has occurred, or promptly cures or commences the cure process, the non-defaulting party may thereafter: (i) impose reasonable conditions on further activity under this Agreement related to the failure; (ii) where feasible and reasonably necessary, undertake to cure the failure itself and to charge the reasonable costs to the other party; (iii) suspend or terminate this Agreement on written notice; and/or (iv) pursue any other remedies available to it under this Agreement at law or in equity that it deems necessary to terminate or to enforce performance. After termination of this Agreement, CCES' will retain the right to serve the Premises in accordance with its certificate and status as to the Premises under applicable law and otherwise in the same manner as any other communications provider certificated or franchised under Federal, state or local law, without any promotional or marketing benefit, and without any Fee payments or promotional connections.

(b) If this Agreement is terminated by Owner prior to the time that CCES has recovered its capital investment in optical fiber facilities placed on the Premises (including make-ready and related costs) for any reason other than an event of Default by CCES, Owner will, in addition to all other recourse available to CCES, be responsible for any of CCES's remaining unrecovered costs with respect to the construction and installation of the CCES Facilities as contemplated in this Agreement.

(c) In any disagreement that is raised concerning the performance of a party under this Agreement, prompt and direct discussions between the parties shall be used first to resolve the matter, unless emergent action is necessary or it is reasonably apparent to a party that direct discussion would be fruitless.

10) WARRANTY DISCLAIMER; LIMITATION ON LIABILITY.

(a) EACH PARTY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THE SERVICES PROVIDED HEREUNDER ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) EXCEPT FOR A PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO CASE SHALL A PARTY OR ITS AFFILIATE BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT, INCLUDING LOSS OF BUSINESS, REVENUE OR PROFIT (OTHER THAN AMOUNTS REQUIRED TO BE PAID BY ONE PARTY TO THE OTHER HEREUNDER), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, REGARDLESS OF FAULT, EXCEPT TO THE EXTENT SUCH LIABILITY CANNOT BE LIMITED AS A MATTER OF LAW.

11) INDEMNIFICATION.

(a) CCES agrees to hold harmless, defend and indemnify Owner, its shareholders, members, directors, officers, managers, agents and employees (together, the “**Owner Interests**”) from and against any other claims, losses, liability, damages and expense (including attorneys' fees) made or caused by third parties (other than any one or more of the Owner Interests) resulting from any death, injury or damage to real or personal property in connection with work done by CCES or Services provided on the Premises, or any breach of this Agreement by CCES, but only to the extent that CCES is responsible. CCES's indemnification obligation also covers the acts and omissions of its contractors, agents or employees. This provision does not purport to establish an independent liability on the part of CCES to any person not a party to this Agreement where one would not otherwise exist.

(b) Owner agrees to hold harmless, defend and indemnify CCES, its shareholders, members, directors, officers, managers, agents and employees (together, the “**CCES Interests**”) from and against any other claims, losses, liability, damages and expense (including attorneys' fees) made or caused by third parties

(other than any one or more of the CCES Interests), or resulting from any death, injury or damage to real or personal property in connection with work done by CCES or Services provided on the Premises at Owner's request, or any breach of this Agreement by Owner, but only to the extent that Owner is responsible. Owner's indemnification obligation also covers the acts and omissions of its contractors, agents or employees. This provision does not purport to establish an independent liability on the part of Owner to any person not a party to this Agreement where one would not otherwise exist.

(c) Some CCES Services are governed by Federal, state and/or local law, rule, regulation and order ("**Law**"). Where addressed by Law, or a rule, regulation or compensatory formula is established in a manner that is not inconsistent with Law to compensate Owner or a resident in connection with the provision or non-provision of any Service (a "**Code Remedy**"), any dispute will be resolved only pursuant to the Code Remedy. The Code Remedy may include a tariff remedy where a tariff governs a Service.

12) LIENS.

CCES shall not allow any liens related to its installation of the Facilities or any of the materials used by or provided by CCES at the Premises to attach to or encumber the Facilities or the Premises. If any such lien on Owner property is filed during the Term, CCES shall within thirty (30) days after receiving written notice from Owner either: (a) pay the lien, or (b) secure a bond in connection with the lien and contest the validity or amount of any such lien. If CCES fails timely to take action, Owner may take such action as it deems appropriate to discharge such lien. CCES shall cooperate with Owner and reimburse Owner's costs. This paragraph shall survive expiration or termination of the Agreement.

13) NON-DISCRIMINATION AND OTHER RELATED LAWS.

Each party certifies that it does not unlawfully discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, marital status or any other prohibited basis in its employment practices.

Each party certifies that it does not and will not discriminate in violation of applicable Federal and State laws and that, unless otherwise exempt, it is, and will continue to be, in compliance with the Vietnam Era Veterans' Readjustment Assistance Acts of 1972 and 1974, the Veterans' Compensation, Education and Employment Amendments of 1982, the Rehabilitation Acts of 1973 and 1974, Executive Order 11246 and subsequent related orders which assure equal employment to all regardless of sex, race, creed, religion, color, or national origin.

14) ASSIGNMENT.

This Agreement is not assignable by either party without the prior written consent of the other, which consent shall not be unreasonably withheld, conditioned or denied. Notwithstanding the foregoing, CCES may, on written notice to Owner, make an assignment to: (a) any entity that CCES controls, that is controlled by CCES, or that is under common control with CCES; (b) any partnership in which CCES has a controlling interest; (c) any entity that succeeds to all or substantially all of CCES's assets, whether by merger, consolidation, or sale of all or substantially all of its stock or assets in the state, or (d) an entity that takes ownership of CCES assets in connection with a securitization or financing, where CCES will continue to be primarily responsible for performance. Owner agrees to use commercially reasonable efforts to require any subsequent owner or transferee of the Premises to assume this Agreement and all its rights and obligations under it.

Any part of this Agreement may be performed by a subsidiary or affiliate on behalf of a party to this Agreement, provided the party remains liable to the other for such performance (of failure to perform) of its affiliates and subsidiaries.

15) PARTY REPRESENTATIONS.

(a) Owner represents and warrants: (i) it is the owner of the Premises; (ii) it is authorized to execute this Agreement and to grant the Easement and other rights; and (iii) all required internal authorizations have been given or made in order for it to be executed on Owner's behalf. Owner makes no representations as to the condition of the Premises, and CCES will occupy and use the portions of the Premises permitted to it in their "AS IS" condition.

(b) CCES represents and warrants: (i) it is authorized to execute this Agreement, to deploy the Facilities and to provide the Services; (ii) all required internal authorizations have been given or made in order for it to be executed on CCES's behalf; (iii) it will enter and use the Premises in their then-current condition; (iv) Owner has made no representations as to the state or condition of the Premises; and (v) it will assert no right, privilege or benefit related to the Premises other than what is set out in this Agreement or otherwise provided by applicable Law.

16) FORCE MAJEURE.

Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement if such default, delay or failure to perform is due to causes beyond the reasonable control of the party charged to perform (financial inability excluded), provided that the non-performing party (i) notifies the other party immediately following the occurrence of such an event; (ii) takes actions reasonably necessary to mitigate the effects of the event; and (iii) commences to perform its obligations hereunder as soon as reasonably practical following the cessation of the force majeure event. Force majeure does not excuse the timely payment of sums due from one party to the other under this Agreement.

17) INSURANCE.

CCES and its agents, contractors, subcontractors, and other non-employees working on the Premises shall comply with the insurance requirements on the attached **Exhibit C** at all times during the Term. Owner is not required to insure the CCES Facilities.

18) MISCELLANEOUS.

(a) Owner will cooperate and provide reasonable assistance to CCES to deter, prevent and remedy unauthorized possession or use of converters and other hardware, and other unauthorized Service reception on the Premises.

(b) This Agreement is subject to applicable Federal, state and local laws and regulations, including any applicable franchise or license issued by a duly authorized franchising authority, and any conflicting obligation, duty or provision under this Agreement is to that extent void and of no effect.

(c) This Agreement is binding upon and will inure to the benefit of the parties and their respective heirs, representatives, assigns and successors-in-interest.

(d) There are no third party beneficiaries to this Agreement. No other person shall have power to enforce rights or to seek benefits under this Agreement.

(e) Any notice given under this Agreement shall be hand delivered to, or mailed by prepaid USPS Express, Priority or certified mail, with return receipt requested, or by a nationally recognized private delivery contractor such as FedEx or UPS, if properly addressed to such other party at the address set forth below the party's signature to this Agreement. Notice will be deemed to be received by a party (i) on the date personally delivered, or (ii) on the date set forth on the delivery confirmation or certified receipt. A party's notice address may be changed during the Term on written notice to the other party.

(f) This Agreement represents the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes any and all prior or contemporaneous agreements between the parties with respect to such subject matter. This Agreement may not be altered or amended except in a writing agreed to and signed by both parties. The waiver of a breach or violation, or failure to enforce any provision of this Agreement by a party will not operate as a waiver of any subsequent breach, violation or relinquishment of rights under this Agreement.

(g) If any part of this Agreement is invalid or unenforceable under applicable law, that part will be ineffective only to the extent of such invalidity or unenforceability, without in any way affecting the remaining parts of the provisions or this Agreement.

(h) This Agreement will be interpreted in accordance with the law of the state of Texas, and any applicable Federal communications law. The parties agree that any litigation related to this Agreement shall

be filed and pursued only in the Federal or state courts covering the geographic location of the Premises. Each party agrees to have any litigation decided by a judge and expressly waives its right to a jury trial.

(i) This Agreement and the terms and conditions within it, including but not limited to compensation, are confidential information, and shall not be disclosed by either party to any third party, except to its outside legal and accounting consultants, or as required by a legal order or decree.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ALLEN HOLLANDER
("Owner")

By: _____

Name (Print):

Its: _____

Date: _____

Notice Address:

Long Hill Estates Home Owner's Association
Attn: Property Manager
One Hundred Long Hill Rd.
Peterborough, NH 03458
Phone: 603-491-4158
Email: hollandera@earthling.net

With copy to:

CONSOLIDATED COMMUNICATIONS
ENTERPRISE SERVICES, INC.
("CCES")

By: _____

Name (Print): _____

Its: _____

Date: _____

Notice Address:

Consolidated Communications
2116 South 17th Street
Mattoon, IL 61938
Facsimile: 217-235-3590
Email: contracts@consolidated.com

With copy to:

Consolidated Communications
350 S. Loop 336 W.
Conroe, TX 77304
Attn: General Counsel

EXHIBIT A

Map Showing Premises Location and Proposed Location of Residential Structures on the Premises

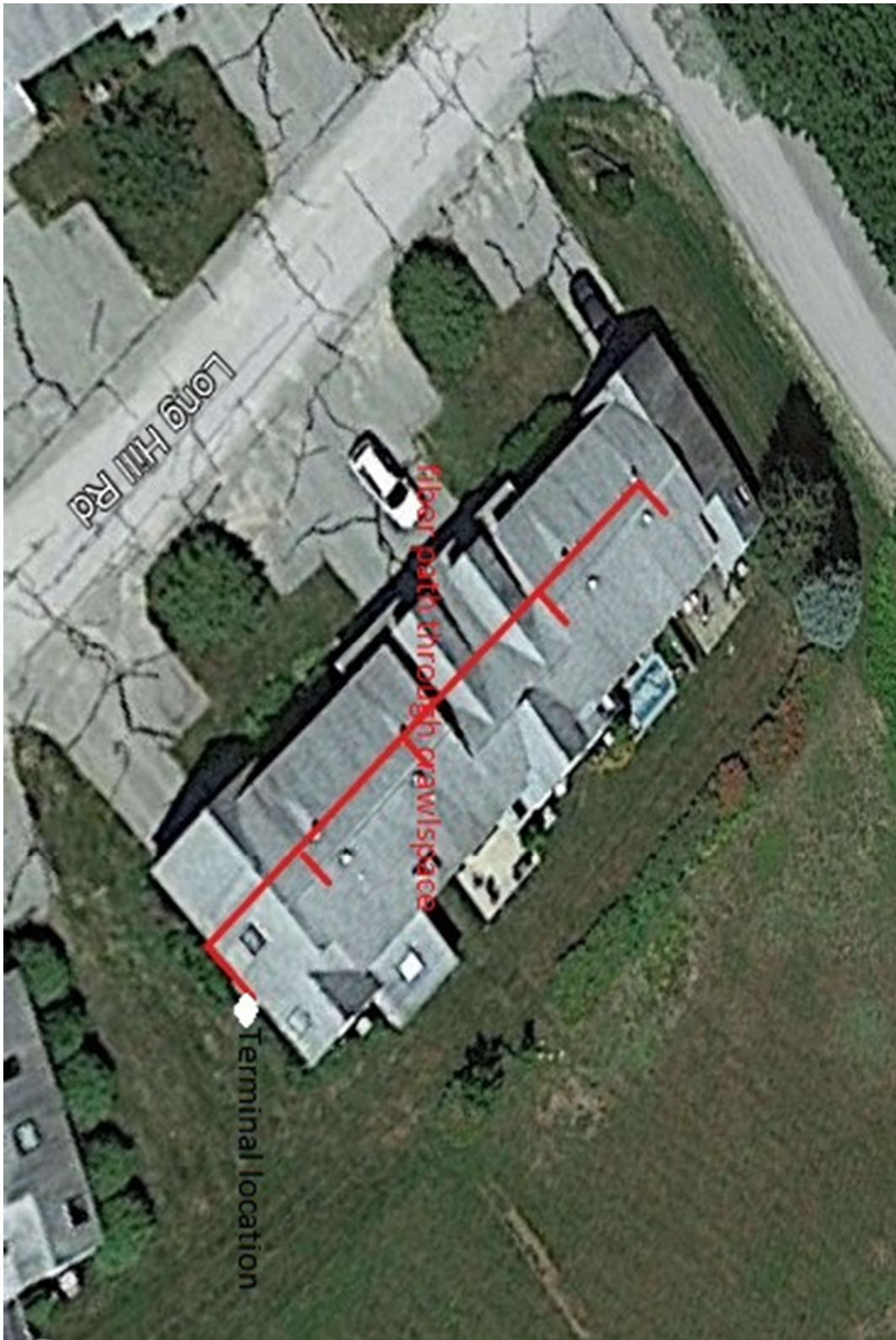


EXHIBIT B
CCES Residential MDU Wiring Specifications Chart

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EXHIBIT C
CCES' Insurance Requirements

1. Specific Requirements.

INSURANCE	COVERAGES/LIMITS	OTHER REQUIREMENTS
Workers' Compensation	Statutory Limits (if state has no statutory limit, \$1,000,000)	
Employer's Liability	\$1,000,000 each accident for bodily injury by accident \$1,000,000 each employee for bodily injury by disease	
Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence \$2,000,000 general aggregate \$2,000,000 product-completed operations aggregate limit \$1,000,000 personal and advertising injury limit \$5,000 medical expense limit	1. ISO form CG 00 01, or equivalent. 2. "Designated Location(s) General Aggregate Limit" (ISO form CG 25 04 03 97).
Business Automobile Liability (Occurrence Basis)	\$1,000,000	1. ISO form CA 00 01, or equivalent 2. Includes liability arising from operation of owned, hired, and non-owned vehicles.
Umbrella Liability Insurance (Occurrence Basis)	\$5,000,000	1. Written on an umbrella basis in excess over and no less broad than the liability coverages referenced. 2. Same inception and expiration dates as commercial general liability insurance, or contain a non-concurrency endorsement.
Causes of Loss-Special Form (formerly known as "All Risk") Property Insurance	100% replacement cost of all of equipment and any improvements made by CCES	1. ISO form CP 10 30, or equivalent.

2. General Requirements.

- 2.1 Policies.** All policies must (i) be issued by carriers having an A.M. Best's Financial Strength Rating of A- or better, and an A.M. Best's Financial Size Category of VIII (or better), and authorized to provide insurance in the State in which the Property is located; (ii) be endorsed to be primary with the policies of all Owner Parties being excess, secondary, and noncontributing; (iii) with respect to all policies except workers' compensation/employers' liability, be endorsed to provide a waiver of subrogation in favor of the Owner Parties; and (iv) with respect to all liability policies except workers' compensation/employer's liability, be endorsed to include Owner and its property management company as "additional insureds" (the additional insured status under the commercial general liability policy will be provided on ISO form CG 20 11 11 85 or other form providing equivalent coverage).
- 2.2 Limits, Deductibles and Retentions.** Intentionally deleted.
- 2.3 Forms.** If the forms of policies, endorsements, certificates, or evidence of insurance required by this Exhibit are superseded or discontinued, Owner will have the right to require other

equivalent forms.

- 2.4 **Evidence of Insurance.** Insurance must be evidenced as follows: (i) ACORD Form 25 Certificate of Liability Insurance for liability coverages; (ii) ACORD Form 28 Evidence of Commercial Property Insurance for property coverages; and (iii) evidence to be delivered to Owner prior to commencing operations at the Property and at least prior to the expiration of current policies, and within 10 days of request by Owner (email acceptable) from time to time during the Term.
- 2.5 **Copies of Policies.** If requested in writing by Owner, CCES will make available to Owner a certified copy of any or all insurance policies or endorsements required by this Agreement.