

TEMPORARY POLE ATTACHMENT AGREEMENT

THIS AGREEMENT, made as of the _____ day of_____, 20_____ ("Effective Date"), by and between The Connecticut Light and Power Company, a specially chartered Connecticut corporation with an office at 107 Selden Street, Berlin, CT 06037 (hereinafter called "CL&P"), and Connecticut DataNet, LLC, d/b/a Lightower Fiber Networks a limited liability company organized and existing under the laws of the State of Delaware, having its principal office located at 900 Corporate Boulevard, Newburgh, in the State of New York (hereinafter called "Attacher"). Collectively CL&P and Attacher are referred to herein as the "Parties" or singularly as a "Party".

WITNESSETH:

WHEREAS, Connecticut General Statute Section 16-247 has encouraged the shared use of existing facilities where possible; and Connecticut General Statute Section 16-233 and Department of Public Utility Control ("DPUC") precedent provide municipal Attachers with the right to attach communications equipment without charge to one 12-inch gain space on utility poles; and the DPUC's April 30, 2008 decision in Docket No. 07-02-13 directs pole owners and pole attachers to process third party pole attachments within specified time frames; and

WHEREAS, CL&P has petitioned the DPUC in Docket No. 09-12-05 for approval of one standardized pole attachment agreement for cable television ("CATV") pole attachers and telecommunications ("Telecom") pole attachers and a standardized pole attachment agreement for municipal pole attachers (collectively, the "Standardized Pole Attachment Agreements"); and

WHEREAS, up until the date on which the DPUC approves Standardized Pole Attachment Agreements for CL&P or informs CL&P that such DPUC approval is unnecessary, this temporary Agreement shall govern the terms and conditions under which CL&P agrees to allow Attacher to attach certain specific Facilities (as said term is defined in Section 1 below) to the CL&P's utility poles located in Connecticut.

Capitalized terms used herein have the meaning assigned to such terms in Section 1.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties hereto do hereby covenant and agree as follows:

Section 1 – Defintions.

Appurtenances means any article of equipment attached to a point on a Pole not normally occupied by a strand attachment (i.e., equipment cabinets, terminals, power supplies, etc.).

Attachment or Attachments means (A) an Attachment shall consist of the bolts, lags, screws, extension arms (only with specific approval of CL&P on an individual case basis), or other hardware necessary to attach one (1) suspension strand or Cable to a Pole, which has been approved by CL&P pursuant to the terms of this Agreement; (B) two (2) or more suspension strands attached using the same bolts, lags, screws, extension arms, or other hardware shall be considered two (2) or more Attachments, as applicable; and (C) hardware and brackets utilized to attach an amplifier, power supply, or other Appurtenance attachment shall be considered one (1) Attachment per each twelve (12) inches (30.48 cm) of linear Pole space occupancy.

Cable means copper conductors or fiber optic filaments encased in any suitable jacketing or sheath.

Facilities means the Cables and all associated equipment, hardware, Attachments and Appurtenances of Attacher (i) which CL&P has authorized to be attached to one or more Poles pursuant to the terms of this Agreement and (ii) which have been installed for the sole use of the Attacher for any lawful purpose. The singular term for Facilities is "Facility".

Law or Laws means any and all applicable federal, state and local laws, rules and regulations, orders, ordinances of a governmental authority, including but not limited to orders, rules, tariffs, policies, procedures and regulations of the DPUC or its successor(s).

Other Licensees means any person, corporation, or other legal entity, other than the Attacher, to whom CL&P and/or Other Owners has or hereafter shall extend an authorization to attach facilities to a Pole.

Other Owners means telephone companies that have joint ownership of Poles with CL&P and/or those telephone companies that have authorized CL&P to license attachment of Facilities and Appurtenances on such telephone companies' Poles or jointly owned Poles.

Pole or Poles means each distribution utility pole solely owned or jointly owned by CL&P and/or by an Other Owner and used to support CL&P's facilities, as well as the facilities of an Other Owner, Attacher and/or Other Licensees.

Section 2 – Term. The term of this Agreement shall commence on the Effective Date and it shall terminate upon the earliest to occur of the following events: (a) the issuance of a decision by the DPUC in Docket No. 09-12-05 or another DPUC docket which approves Standardized Pole Attachment Agreements for CL&P, or (b) the issuance of a decision by the DPUC stating that DPUC approval is not required for CL&P to utilize Standardized Pole Attachment Agreements.

Section 3 - Insurance.

(a) Attacher shall carry insurance policies issued by an insurance carrier licensed to operate in the State of Connecticut to protect the CL&P and Other Owners, as named or additional insured, from and against any and all claims, demands, actions, judgments, costs, and/or expenses, including attorney's fees, and liabilities which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage for the amounts specified as follows:

(b) The amounts of such insurance:

(i) against liability due to injury or to death of persons shall be not less than $1,000,000 as to any one person and $1,000,000 as to any one occurrence, and

(ii) against liability due to damage to property shall be not less than $1,000,000 as to any one occurrence.

(c) Attacher shall also carry such insurance as will protect Attacher from all claims under any Worker's Compensation Law in effect that may be applicable.

(d) All insurance must be effective before CL&P shall issue authorizations for attachment of Attacher's Facilities to any Pole, and shall remain in force as long as Attacher's Facilities remain attached to any Pole. In the event that Attacher shall fail to maintain the required

insurance coverage, CL&P may elect to pay any premiums thereon falling due and the Attacher shall reimburse the CL&P for any such payments made.

(e) In each application the Attacher submits to the CL&P hereunder for permission to attach Attachments and/or Facilities to Poles, the Attacher shall submit to the CL&P certificate(s) by each company insuring Attacher for all liabilities of Attacher referred to hereunder. Attacher's insurance policies shall provide that they will not cancel or amend such policy of insurance issued to Attacher except after thirty (30) days' prior written notice to the CL&P and Other Owner. CL&P-The Connecticut Light and Power Company, its corporate parent, its corporate affiliates and each of their respective trustees, officers, directors, employees and attorneys shall be named as additional insureds on such policy(ies) of insurance.

. (f) Attacher shall promptly advise CL&P of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the Attacher's Facilities by Attacher or its assigns, agents and/or employees. Copies of all accident reports and statements made to the insurer by the Attacher, or others, shall be furnished promptly to the CL&P.

(g) The Attacher can satisfy all or any portion of the insurance requirements in this Section 3 through self-insurance provided that written proof of such self-insurance is provided to CL&P.

Section 4 – Indemnification.

(a) Attacher shall indemnify, hold harmless and defend the CL&P and Other Owners from and against any and all claims, demands, causes of action and costs (including reasonable attorney's fees), for any damages to property or persons which arise out of Attacher's use of this Agreement or caused by the acts or omissions of Attacher, its agents, contractors, employees or sublicenses. CL&P shall notify Attacher of any such claims, demands, causes of action and costs as soon as is reasonably practicable and shall cooperate in the defense of such matters.

(b) In the event Attacher or Attacher's Facilities physically or electronically damage or interfere with CL&P's, Other Licensee's or Other Owner's facilities, Attacher shall be liable for all expenses to correct such damage or interference including but not limited to any reimbursement claim from customers of CL&P, Other Attachers or Other Owners for such physical or electronic damage.

(c) Except for CL&P's gross negligence or willful misconduct, CL&P assumes no liability of any kind for the interruption of Attacher's services during any removal, maintenance, rearrangement, or shifting.

Section 5 – Rates and Charges.

During the term of this Agreement, CL&P and Attacher agree that Attacher shall be responsible for the following rates and fees:

(a) Make-ready Expenses: Any make-ready costs incurred by CL&P to allow the Attacher to attach to CL&P's Poles.

(b) The Pole Attachment Application License Fee: Flat fee of $150 per pole attachment license application and $50 per pole; provided, however, that Attacher reserves the right to challenge and object to said fees which have been proposed by CL&P in DPUC Docket No. 09-12-05 or any other DPUC docket.

Section 6 – Miscellaneous.

(a) Compliance with Applicable Laws. The Attacher and CL&P shall at all times observe and comply with, and the provisions of this Agreement are subject to all applicable Laws, which in any manner affect the rights and obligations of the Parties. Any such applicable Law shall automatically supersede the provisions hereof and the Parties agree to modify in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such applicable Law. Should any term of this Agreement be determined by a court or other entity with competent jurisdiction to be unenforceable, all other terms of this Agreement shall remain in full force and effect.

(b) Waiver of Terms and Conditions. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement revoked shall not constitute a waiver or relinquishment of any such term, condition or act but the same shall be and remain at all times in full force and effect. The Attacher's signature on this Agreement shall not be deemed to be a waiver or release of the Attacher's right to challenge CL&P's request for DPUC approval of the Standardized Pole Attachment Agreements; and the Attacher expressly reserves the right to challenge CL&P's request for DPUC approval of the Standardized Pole Attachment Agreements.

(c) Notices. Any notice to be given to either Party under this Agreement shall be sent by 1) certified mail, return receipt requested and such notice shall be effective immediately upon being deposited in the United States mail, 2) overnight mail via a nationally recognized courier service (i.e., UPS or Federal Express) and such notice shall be effective upon delivery by said overnight courier, or 3) facsimile with a confirmation and such notice shall be effective upon confirmation of facsimile; and notices shall be addressed to:

Attacher: Connecticut DataNet, LLC
80 Central Street
Boxborough, MA 01719
Attention: CEO

CL&P: CL&P
107 Selden Street, Berlin, CT 06037
Attn: Vice President-Energy Delivery Services
Fax: 1-860-665-5504

with a copy to:
Connecticut DataNet, LLC
80 Central Street
Boxborough, MA 01719
Attention: Legal Department

with a copy to:
Northeast Utilities Legal Dept.
107 Selden Street
Berlin, CT 06037
Attn: State Regulatory Attorney
Fax: 1-860-665-5504

(d) Taxes. If the presence of the Attacher's Attachments and/or Facilities on CL&P's Poles causes CL&P to pay any new or additional tax which CL&P would not otherwise pay, Attacher shall reimburse CL&P to the full extent of such new or additional tax, as additional charges, within thirty (30) days of receiving a bill therefore from CL&P.

(e) Governing Law. This Agreement shall be governed by, and interpreted according to, the laws of the State of Connecticut.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate on the day and year first above written.

ATTACHER: CONNECTICUT DATANET, LLC

By: _____
Print Name: Jason W Campbell
Title: SVP Ops + Eng
Date: 7/16/10

CL&P: THE CONNECTICUT LIGHT AND POWER COMPANY

By: _____
Print Name: Kenneth Bowes
Title: Vice President - Energy Delivery
Date: 8/12/2010