

**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

DT 16-872

**Joint Petition for Findings in Furtherance of the Acquisition of
FairPoint Communications, Inc. and its New Hampshire Operating
Subsidiaries by Consolidated Communications Holdings, Inc.**

PROTECTIVE AGREEMENT

THIS AGREEMENT, dated as of March 9, 2017, is by and among Consolidated Communications Holdings, Inc. ("CCHI"), FairPoint Communications, Inc. ("FairPoint"), Communications Workers of America Local 1400, and International Brotherhood of Electrical Workers ("IBEW") Locals 2320, 2326 and 2327, which form IBEW System Council T-9, and such other party or parties as may hereafter, with notice to the foregoing entities, join herein (each of the foregoing, individually, a "Party" and collectively, the "Parties"), and sets forth the agreement and understanding of the Parties with respect to the protection of confidential and proprietary information provided to one another during the course of these proceedings.

WHEREAS, the Parties desire to cooperate in the provision of information relevant to the issues in New Hampshire Public Utilities Commission ("PUC") Docket No. DT 16-872; and

WHEREAS, the Parties have been or may be asked to provide to the PUC (including but not limited to the Staff and its consultants) or one another information whose disclosure could result in financial, competitive or other harm to a Party if it is required to disclose such information to the public and which information the Party believes to be proprietary, confidential, competitively sensitive or in the nature of a trade secret (which information is referenced herein as "Confidential Information"); and

WHEREAS, the Parties agree that certain Confidential Information is of such a highly confidential nature (such Confidential Information to be referenced herein as "Highly Confidential Information") that disclosure of such Highly Confidential Information to a Party that is or will be engaged in collective bargaining or business competition, including parties, intervenors or other participants in these proceedings, with the Submitting Party (as defined below) would be commercially and/or competitively harmful to the Submitting Party; and

WHEREAS, the Parties desire to disclose Confidential Information only to persons who have executed Schedule I to this Agreement and to the PUC (including but not limited to the Staff and its consultants) for review in connection with this Docket; and

WHEREAS, the Parties have agreed to the procedures established in this Agreement for the disclosure of Confidential Information to one another and to the PUC (including but not limited to the Staff and its consultants) and to the provisions set forth herein for holding such Confidential Information in confidence.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. There are three (3) categories of information and documents, including prefiled testimony, in these proceedings: (i) public, (ii) confidential, and (iii) highly confidential. Public information and documents include those which are available for public inspection and copying pursuant to RSA 91-A:4. Confidential and Highly Confidential Information are those documents that the Parties agree should not be publicly available in light of RSA 91-A:3, II(j) and RSA 91-A:5, IV (governing handling of confidential, commercial and financial information in governmental proceedings):

A. Confidential Information consists of data to be shared only with signatories to this Protective Agreement and with the PUC (including but not limited to the Staff and its consultants).

B. Highly Confidential Information consists of commercially and/or competitively sensitive data to be shared only with the PUC (including but not limited to the Staff and its consultants) and signatories to this Protective Agreement; provided, however, that such Highly Confidential Information has been, and would continue to be, withheld from Parties that are or will be engaged in collective bargaining or business competition with the Submitting Party (as described further in paragraph 3 below), regardless of whether such Party is a signatory to this Agreement.

C. The Parties agree that, in order to maintain the appropriate level of confidentiality with respect to the two categories of non-public information, the PUC shall exclude the public and, as to Highly Confidential Information, individuals who do advise and will advise any Party as to collective bargaining or business competition with the Submitting Party, from the hearing room as appropriate whenever Highly Confidential Information is presented or discussed. Any transcripts of such proceedings shall be considered Confidential and/or Highly Confidential (as the case may be) and available only to signatories to this Agreement, as well as to the PUC (including but not limited to the Staff and its consultants); provided, however, that Highly Confidential portions of such transcripts will not be made available to Parties that are or will be engaged in collective bargaining or business competition with the Submitting Party (as described further in paragraph 3 below), regardless of whether the Party is a signatory to this Agreement.

2. If a Party desires that specific information to be provided by that Party (the "Submitting Party") in response to discovery or otherwise in these proceedings be treated as Confidential Information or Highly Confidential Information, the Submitting Party will designate such information as "Confidential," "Highly Confidential," or words of similar meaning, as appropriate.

3. A Party who desires to obtain Confidential Information (the "Receiving Party") will submit to the Submitting Party's counsel a signed copy of the Protective Agreement acknowledgment form, attached hereto as Schedule I, for each individual who will have access to the information. Upon receipt of an executed Schedule I, the Submitting Party will provide one copy of the Confidential Information sought to such Party, or otherwise will make such Confidential Information available to such Party, except those documents or information, or portions thereof, withheld or excised based on legal objection duly noted by counsel for the Submitting Party, including, but not limited to, objections based on an assertion that such documents or information constitute Highly Confidential Information, or based on relevance, privilege, or discovery that is burdensome or cumulative. The Receiving Party will afford access to the Confidential Information (including, without limitation, any Highly Confidential Information received by the Receiving Party) only to such employees, consultants and other representatives who (i) provide only legal and regulatory advice and representation to the Receiving Party, (ii) do not include persons who do or will provide advice to any Party as to collective bargaining or business competition with the Submitting Party, and (iii) have a reasonable need for such information for the preparation and conduct of these proceedings and who have executed Schedule I to this Agreement and returned same to the Submitting Party's counsel. For purpose of clarity, access to Highly Confidential Information shall be limited to: (i)

Commission members, counsel, members of the Commission Staff, and their consultants; (ii) counsel for any Party to this proceeding, as well as external consultants (i.e., consultants not directly employed by a Party or an affiliate of a Party) retained solely for the purpose of this proceeding, and internal (i.e., consultants who are direct employees of a Party or an affiliate of a Party) and external consultants who do not and will not otherwise advise their employers or clients on collective bargaining or business competition matters involving the Submitting Party; (iv) a stenographer or reporter recording any hearing in connection with this proceeding; and (v) counsel for, or any other representative of, CCHI (or any affiliate thereof) and FairPoint (or any affiliate thereof). A Receiving Party shall make only one copy of any Confidential Information (including, without limitation, any Highly Confidential Information) for each individual who has executed Schedule I, except as otherwise provided in Section 4 hereof.

4. The Receiving Party shall only submit Confidential Information (including, without limitation, any Highly Confidential Information) obtained from the Submitting Party to the PUC (including but not limited to the Staff and its consultants) under seal, clearly designating it as Confidential Information or Highly Confidential Information (as the case may be) obtained from the Submitting Party under a claim of confidentiality. Any Highly Confidential Information that the Submitting Party withholds from the Receiving Party shall be provided to the PUC (including but not limited to the Staff and its consultants) by the Submitting Party under seal and with such designation. The Receiving Party shall comply with any protective order governing the treatment of Confidential Information submitted to the PUC in connection with these proceedings, and shall not act in any way inconsistent with the Submitting Party's ability to obtain the protections of RSA 91-A:3, II(j) and/or RSA 91-A:5, IV, each as amended and whichever may apply, with respect to such Confidential Information and/or Highly Confidential

Information. Documents containing or incorporating Confidential Information and/or Highly Confidential Information to be offered in evidence under seal may be copied as necessary for that purpose but shall not be subject to public disclosure, and any Confidential Information and/or Highly Confidential Information shall be redacted from any public versions thereof. The Parties' counsel, personnel and consultants, who have agreed in writing to be bound by this Agreement, may take notes regarding such Confidential Information and/or Highly Confidential Information, but only for use in connection and as necessary for preparation for these proceedings. Such notes shall be treated the same as the Confidential Information or Highly Confidential Information from which the notes were taken and shall not be used for any purpose other than as specified herein.

5. No Party that has executed this Agreement, and no person representing such Party, that is afforded access to the Confidential Information and/or Highly Confidential Information shall use such information for any purpose other than the purpose of preparation for and conduct of these proceedings, including appeals of any order or ruling therein, and then solely as contemplated herein. Each such Party, and each such person, shall keep the Confidential Information and/or Highly Confidential Information secure and shall not disclose it or afford access to it to any person not authorized by this Agreement.

6. Should the Receiving Party receive any subpoena or request pursuant to any applicable law (including but not limited to a discovery or information request from the PUC or other participant in these proceedings) for any Confidential Information or Highly Confidential Information from the Submitting Party pursuant to this Agreement, the Receiving Party shall promptly notify the Submitting Party's representative of the pendency of such subpoena or other request. Nothing in this Agreement shall limit or waive in any manner any rights that the

Submitting Party may have under applicable law to seek protection against disclosure pursuant to a subpoena or any other request for information.

7. The Parties will cooperate to ensure that:

A. No persons other than those who have a reasonable need for such information for the preparation and conduct of these proceedings and who have signed or agreed to be bound by this Agreement shall be permitted to hear or review testimony given with respect to the Confidential Information and/or Highly Confidential Information. Such persons shall not include any persons engaged in marketing, business management or development, or business-to-business contract negotiations or such other persons whose primary duties engage them in commercial competition with the Submitting Party.

B. At any PUC hearing or conference in these proceedings, no witness, other than witnesses for the Submitting Party, may be questioned with respect to Confidential Information and/or Highly Confidential Information submitted by such Party unless that person has read this Agreement and has agreed to be bound by its terms, or unless an appropriate protective order has been entered by the PUC.

C. At any PUC hearing or conference in these proceedings, only individuals to whom a Submitting Party has expressly granted access to Highly Confidential Information shall be present when such Highly Confidential Information is presented or discussed.

D. The Submitting Party shall have the benefit of RSA 91-A:3, II(j) and/or RSA 91-A:5, IV, whichever may apply, with respect to any Confidential Information and/or Highly Confidential Information submitted to the PUC or its Staff by any person.

E. Except as may be required for the purposes set forth in the foregoing subparagraphs (A) through (D) inclusive, the Receiving Party shall not transfer, distribute, disseminate, publish or allow to be transferred, distributed, disseminated, or published any electronic version of the Confidential Information, whether received from the Submitting Party or any other authorized person under this Agreement.

For purposes of this paragraph 7, the Parties agree to take all appropriate actions to ensure that the provisions of this paragraph are observed and enforced, including but not limited to making or assenting to motions for the entry of a protective order or orders consistent with this Agreement.

8. Upon completion of this Docket, including administrative or judicial review thereof, each Party that has received a copy of the Confidential Information and/or Highly Confidential Information, and each person representing such Party, shall upon request of the Submitting Party return the Confidential Information and/or Highly Confidential Information to the Submitting Party's counsel or certify that such Information has been destroyed, except for those portions of the Confidential Information and/or Highly Confidential Information that have been made part of the public record in compliance with the Agreement in this Docket or in appeals of any order(s) or ruling(s) therein. Any notes taken regarding, and documents or information in any form incorporating, Confidential Information and/or Highly Confidential Information shall be destroyed. On or before sixty (60) days after final decision or judgment in these proceedings (or appeal from any ruling or order therein) is rendered, each person who has executed this Agreement or Schedule I hereto shall advise the Submitting Party in writing that the requirements of this paragraph 8 have been met.

9. No signatory hereto shall assign to any other person its rights or obligations hereunder, and any such assignment by any signatory of the rights and obligations hereunder shall be null and void.

10. An individual's access to Confidential Information and/or Highly Confidential Information ceases upon termination of employment or contractual or other relationship with a Party, and any individual who has executed this Agreement or Schedule I and who terminates employment or contractual or other relationship with a Party shall continue to be bound by its terms.

11. This Agreement is made under and shall be governed by the laws of the State of New Hampshire.

12. This Agreement shall in no way be deemed to constitute any waiver of the rights of any Party to these proceedings at any time to contest any assertion or to appeal any finding that specific information is or should be Confidential Information and/or Highly Confidential Information or that it should or should not be subject to the protective requirements of this Agreement. The Parties hereto retain the right to question, challenge and object to the admissibility of any and all Confidential Information and/or Highly Confidential Information furnished by a Party under this Agreement on any available grounds, including, but not limited to, competency, relevancy and materiality. Any Party may at any time seek by appropriate pleading to have Confidential Information and/or Highly Confidential Information submitted under this Agreement or under protective order issued by the PUC removed from the coverage of this Agreement or the order.

13. The foregoing provisions of this Agreement notwithstanding, this Agreement shall in no way be deemed to constitute a waiver by a Submitting Party of its right to protect the

disclosure of Confidential Information and/or Highly Confidential Information to the full extent allowable by applicable law.

A. In the event that the PUC or a Hearing Officer in these proceedings should rule that any Confidential Information and/or Highly Confidential Information of a Submitting Party is not appropriate for inclusion in a sealed record or is otherwise not subject to protection under RSA 91-A:3, II(j) and/or RSA 91-A:5, IV, whichever may apply, the Parties agree that a Receiving Party will not disclose such information to the public (including but not limited to a party to this proceeding that has not signed a protective agreement substantially similar to this Agreement) until the later of thirty days after the PUC so orders, or, if the Submitting Party files an interlocutory appeal or requests reconsideration or a stay of such order, the date upon which such appeal or request is decided; provided, however, that said periods may be extended in accordance with any stay ordered by the PUC or a reviewing court.

B. In the event that the PUC or a Hearing Officer in these proceedings should rule that any Confidential Information and/or Highly Confidential Information that a Submitting Party has withheld or excised under Section 2 of this Agreement should be disclosed to a Receiving Party (but not made available for disclosure to the general public), the Receiving Party agrees that (1) the Submitting Party will not disclose such information until the later of five (5) days after such ruling is issued or, if the Submitting Party files an interlocutory appeal or requests reconsideration or a stay of such ruling, the date upon which such appeal or request is decided, provided, however, that said periods may be extended in accordance with any stay ordered by the PUC or a reviewing court; and (2) in any event the Receiving Party will treat any information received as a result of

such ruling as Confidential Information or Highly Confidential Information (as the case may be) under this Agreement. If the PUC or a Hearing Officer in these proceedings should rule that the Confidential Information and/or Highly Confidential Information withheld or excised under Section 2 of this Agreement is not appropriate for inclusion in a sealed record or is otherwise not subject to protection under RSA 91-A:3, II(j) and/or RSA 91-A:5, IV, whichever may apply, the provisions of subparagraph 13.A hereof shall apply.

14. Each Party warrants that it will act in good faith and will not do anything to deprive any other Party of the benefit of this Agreement.

15. This Agreement may be amended or modified only by a writing signed by all the Parties hereto.

16. The Parties have entered into this Agreement in order to expedite the production of information, to minimize the time spent in discovery disputes, and to facilitate the progress of these proceedings to the fullest extent possible. Entry into this Agreement shall not be construed as an admission by any Party regarding the scope of that Party's right to information under discovery or otherwise, nor shall it be construed as a waiver of the right to raise any and all appropriate confidentiality issues in future dockets.

17. Information that is designated by a Submitting Party as Confidential Information or Highly Confidential Information (as the case may be) pursuant to this Agreement which a Party also lawfully obtains independently of and not in violation of this Agreement is not subject to this Agreement.

[Signature Page to Follow]

WHEREFORE the parties named below, by the signatures of their representatives, enter this Protective Agreement in Docket No. DT 16-872 as of the date first above written.

Consolidated Communications Holdings, Inc.

By: Orr & Reno P.A., Its Attorneys


By: 
Susan S. Geiger, Esq.

FairPoint Communications, Inc.

By: Primmer Piper Eggleston & Cramer PC, Its Attorneys

By: _____
Paul J. Phillips, Esq.

**Communications Workers of America Local 1400 and
International Brotherhood of Electrical Workers
("IBEW") Locals 2320, 2326 and 2327, which form IBEW
System Council T-9**

By: 
Scott J. Rubin, Esq., Their Attorney

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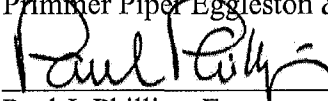
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FairPoint Communications, Inc.

By: Primmer Piper Eggleston & Cramer PC, Its Attorneys

By:  _____
Paul J. Phillips, Esq.

**Communications Workers of America Local 1400 and
International Brotherhood of Electrical Workers
("IBEW") Locals 2320, 2326 and 2327, which form IBEW
System Council T-9**

By: _____
Scott J. Rubin, Esq., Their Attorney

Schedule I

STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION

Docket No. DT 16-872

I, _____ (name) serve as _____
(title or advisory capacity) to _____ (Party) in the
above-captioned proceeding before the New Hampshire Public Utilities Commission. In
connection with the work done for _____ (Party), I request to be
given access to certain Confidential Information of _____
(the "Submitting Party") under a Protective Agreement dated as of
_____, 2017, by and among Consolidated Communications Holdings,
Inc., FairPoint Communications, Inc. and _____ (Party).
A copy of the Protective Agreement has been delivered to me. I have read this
Agreement and agree to comply with and be bound by its terms. I agree that this
Schedule I does not authorize my access to the Confidential Information until it is
executed, delivered to and approved by counsel for the Submitting Party.

In connection with the proposed receipt of any Highly Confidential Information
provided by the Submitting Party in this proceeding, I aver that I ___ am ___ am not
(check one) a person who does or will advise _____
_____ (Party) as to collective bargaining or business competition with
the Submitting Party.

Signed:

Dated: _____

Name:

Title: