

CORTEZ COMMUNITY NETWORK LEASE AGREEMENT

THIS CORTEZ COMMUNITY NETWORK LEASE AGREEMENT (this "*Agreement*") is made effective as of this 1st day of April, 2023 (the "*Effective Date*"), by and between the City of Cortez, a Colorado home rule municipality (the "*City*") and Vero Broadband, LLC, a Colorado limited liability company ("*Vero*"). "*Party*" shall mean each of City and Vero and "*Parties*" shall collectively mean City and Vero.

WITNESSETH

WHEREAS, the City owns and operates a fiber optic communications system for wholesale providers, governmental organizations, and residents of the City; and

WHEREAS, Vero desires to lease from the City, and the City desires to lease to Vero, the City's fiber optic communications system pursuant to the terms and conditions herein; and

NOW, THEREFORE, in consideration of sum of Ten and No/100 Dollars (\$10.00), the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I LEASE OF NETWORK; TERM; RENT

1.1 **Lease of the Network.** Pursuant to the terms and conditions set forth in this Agreement, and for payment as consideration for this Agreement by Vero to the City as defined below, the City hereby grants to Vero a lease for the integrated multi-conduit, multi-ring fiber optic communications system currently operated by the City, in an "as is condition," including but not limited to (i) all of the fiber optic cables, conduits, innerducts, splice cases, manholes, handholes, pull boxes, building laterals, associated appurtenances, and any other support facilities; and (ii) all communications equipment, electronics, optronics, DC Plant, or other equipment of the City, including the racks and cabinets in which they are supported (the "*Network Equipment*") (collectively, the "*Network*"), all as more thoroughly described and depicted on Exhibit A.

1.2 **Reserved Fibers.** Notwithstanding the above, the City shall retain certain fibers (the "*Reserved Fibers*") as further described in Exhibit B and such Reserved Fibers shall not be a part of the Network leased to Vero.

1.3 **Term.** The term of this Agreement shall be the period commencing on the Effective Date and continuing for fifty (50) years thereafter ("*Term*") unless earlier terminated in accordance with this Agreement, or extended by mutual written agreement of the Parties.

1.4 **Rent.** In consideration of the grant of the lease hereunder by the City to Vero,

1.4.1 Thirty (30) days subsequent to the Effective Date, Vero agrees to pay to the City the sum of One Million Eight Hundred Thousand and No/100 Dollars (\$1,800,000.00). This amount shall be paid by wire transfer of immediately available funds to an account or accounts designated in writing by the City.

1.4.2 Within thirty (30) days subsequent to the receipt of the \$1,800,000.00 payment required pursuant to Section 1.4.1 of this Agreement, the City shall create an escrow account (the "*Escrow Account*") with Vectra Bank Colorado, a division of Zions Bancorporation, N.A., the City's local financial institution, and deposit into the Escrow Account the sum of Two Hundred Thousand and No/100 Dollars (\$200,000.00). If Vero is required to expend resources to confirm, obtain or otherwise exercise any of the Underlying Rights, Vero may submit a written claim to the City for such expenditures, and the City shall have thirty (30) days to approve or deny such claim, and if such claim is approved, Vero may draw down the amount of the claim from the Escrow Account. If the City fails to approve or deny any claim within thirty (30) days of its receipt, the claim shall be deemed approved. If the City denies a claim, the Dispute Resolution procedures set forth in Article XI of this Agreement shall apply. As of December 31, 2023, the funds remaining in Escrow, less any estimated funds needed to resolve any on-going issues, if any, shall be distributed to the City.

1.4.3 Commencing on the 73rd month of the Term and continuing monthly thereafter for the remainder of the Term, Vero agrees to pay rent to the City in the amount of One Thousand and No/100 Dollars (\$1,000.00) per month ("*Rent*") on or before the first day of each month. The City will provide Vero with a monthly invoice, at least thirty (30) days in advance. The Rent due to the City is payable in full within thirty (30) days from the receipt of invoice ("*Due Date*"). Invoice amounts not paid by Vero on or before the Due Date shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is lower. This rent will cease upon the expiration or termination of the Term.

1.5 **Buy-Out.** The City hereby grants Vero the option to purchase the Network upon the expiration of the Term for the amount of One Dollar and No/100 (\$1.00). Such option is subject to all applicable federal, state, and local laws, and regulations, rulings, and orders of governmental agencies.

ARTICLE II UNDERLYING RIGHTS

2.1 As used herein, "*Underlying Rights*" shall mean all deeds, leases, rights to use, easements, rights-of-way agreements, licenses, franchises, pole attachment agreements, permits, grants, contracts and other rights, titles, and interests to use real property of any third person, and

all authorizations of any nature whatsoever issued by any governmental entity or third party, and all permits and rights to the non-exclusive use of any City owned rights-of-way, in connection with the operation of the Network which are necessary for the construction, placement, location, installation, operation, use, lease, rental, maintenance, repair, or replacement of the Network. All Underlying Rights required to operate and maintain the Network are described in Exhibit C.

2.2 Upon the Effective Date or as soon as possible thereafter, the City shall assign to Vero all Underlying Rights so designated for assignment in Exhibit C. Thereafter, Vero shall be responsible for maintaining, at its sole cost and expense, these and any other Underlying Rights that are the responsibility of Vero as the lessee of the Network.

2.3 Upon the Effective Date, the City shall continue to be responsible for maintaining, at its sole cost and expense, those remaining Underlying Rights not assigned to Vero as designated in Exhibit C that are the responsibility of the City as the owner of the Network.

ARTICLE III VERO RESPONSIBILITIES

3.1 **Network.** Vero shall manage, operate, and maintain the Network, including customer billing and customer service. Vero will honor exiting wholesale customer agreements. Vero Broadband, LLC, along with its subsidiary Clearnetworkx, LLC, will operate the Network and be responsible for fulfilling all of the terms and conditions of this Agreement, but the failure of Clearnetworkx, LLC, to fulfill any term or condition of this Agreement shall be considered a breach by Vero as set forth in Section 10 of this Agreement.

3.2 **Network Maintenance.** Vero shall perform all routine maintenance and nonroutine maintenance for the Network. All work performed by Vero under this Agreement shall be performed in good workmanlike manner consistent with standards of care and skills typical for the telecommunications industry. Vero will use only appropriately skilled and experienced employees and subcontractors, properly qualified and supervised to perform the maintenance services. The construction and maintenance materials used by Vero in the performance of this Agreement will be good quality, and the maintenance services will be free from defects in design, materials, and workmanship. The City will grant to employees, agents, and contractors designated by Vero, so long as they are accompanied by a person designated by the City, 24x7x365 access to any City owned or operated facility for emergency situations and accompanied access to any City owned or operated facility during normal business hours for non-emergency situations.

3.3 **Reserved Fibers Maintenance.** Vero shall perform all routine maintenance and nonroutine maintenance of the Reserved Fibers as further described in Exhibit B. Vero shall perform such maintenance on the Reserved Fibers at no charge to the City. The City shall utilize any current and future Reserved Fibers solely to serve any current or future City owned, leased, or acquired facility.

3.4 **Network Expansion.** Vero shall use reasonable commercial efforts to commence construction to expand the Network with fiber-optic facilities under the schedule as generally described in Exhibit E. Vero shall be solely responsible for the Network expansion schedule and design, including any modification, replacement, and redesign of the existing Network, and shall make such changes in its sole discretion. All of the network assets constructed or installed by Vero, including outside plant assets and network equipment, shall be the property of Vero, Vero shall hold the fee simple title to such network assets, and the City shall have no claim thereto. Any network assets existing on the Effective Date that are repaired or replaced by Vero shall remain the property of the City, and Vero shall only have a leasehold interest in such network assets. Any network assets existing on the Effective Date that are upgraded by Vero, (by way of example, but not limited to, a PON replaced by an XGS-PON) shall be the property of Vero.

3.5 **Pricing.** Vero shall make available symmetrical ten (10) gigabit capable broadband internet services or similar services to all potential customers in the current and future corporate boundaries of the City. Such services and initial pricing are more fully described in Exhibit F.

ARTICLE IV CITY RESPONSIBILITIES

4.1 Upon the Effective Date, the City shall assign to Vero all of the wholesale and retail customer agreements as further described in Exhibit G and shall facilitate obtaining any written approvals of assignment that may be required from any applicable customers (collectively, "*Assigned Customers*"). The City shall retain the agreements for the customers designated as "*Retained Customers*" in Exhibit G and shall continue to be wholly responsible for the terms and conditions of those agreements.

4.2 Upon the Effective Date, the City shall assign to Vero all of the City's ISP customers where the City is the provider of such services.

4.3 Notwithstanding the above, the City acknowledges that a transition period will be required immediately after the Effective Date for Vero to understand the Network and customers' configurations and complete any necessary construction. Accordingly, the City will continue to support the Assigned Customers and the City's ISP customers immediately after the Effective Date until these configurations are finalized by Vero, or until one hundred twenty (120) days after the Effective Date, whichever is earlier, and will provide Vero with all reasonably requested support, training, and documentation during this period. Vero will use reasonable commercial efforts to conduct this work as expeditiously as possible.

4.4 Upon the Effective Date, the City shall transfer ownership of the materials and assets listed in Exhibit H to Vero. The City grants title to these materials and assets to Vero and Vero may use, install, modify, or sell them in Vero's sole discretion. The Parties agree and acknowledge that the transfer of ownership contemplated by this Section 4.3 does not constitute a transfer of ownership of "other utility plants or systems" as described in Article XI, Section 3, of

the Cortez City Charter, nor does such transfer of ownership constitute a sale of a public utility pursuant to Section 31-15-713, C.R.S., and no voter approval is required for the City to complete such transfer of ownership.

4.5 As soon as reasonably possible after the Effective Date, the City will provide to Vero all readily available as-built drawings and comparable engineering drawings and related documentation (in both paper and electronic form, as available) of the Network.

ARTICLE V MUTUAL RESPONSIBILITIES/TRANSITION PERIOD

5.1 **NOC.** The Parties acknowledge that the network operating center (the “*NOC*”) and equipment space currently operated by the City at 110 W. Progress Circle, Cortez, Colorado (the “*City Service Center*”) is not a part of the assets leased to Vero under this Agreement. In order for Vero to provide service to the Assigned Customers with equipment located in the City Service Center, the City will grant to employees, agents, and contractors designated by Vero, so long as they are accompanied by a person designated by the City, 24x7x365 access to the City Service Center for emergency situations and accompanied access to the City Service Center during normal business hours for non-emergency situations.

5.2 **Transition Period.** Within twelve (12) months of the Effective Date, Vero will use reasonable commercial efforts to relocate the NOC and the City-owned equipment and related facilities of the Assigned Customers to another facility and, once relocated, to operate the NOC. In the event Vero is unable to relocate the NOC and equipment within this twelve (12) month period then commencing on the thirteenth month Vero shall commence paying to the City a license fee of One Thousand and No/100 Dollars (\$1,000.00) per month for the first two (2) months, Five Thousand and No/100 Dollars (\$5,000.00) per month for the next ten (10) months, and Ten Thousand and No/100 Dollars (\$10,000.00) per month thereafter until the relocation is completed and the NOC is being operated at the other facility. During this transition period the City shall continue to operate and maintain the NOC.

5.3 The City acknowledges that some of the Assigned Customers also lease facilities from the City that are located in the City Service Center, that these leased facilities are in support of the Assigned Customers’ networks, and that from time-to-time Vero service technicians may need to access the City Service Center in order to provide service to these Assigned Customers subsequent to the above relocation. Vero shall be allowed to provide Vero services for both Assigned Customers and Retained Customers at the City Service Center using the Network subsequent to the above relocation for customers that continue to occupy the City Service Center. Accordingly, the City will continue to grant to employees, agents, and contractors designated by Vero, so long as they are accompanied by a person designated by the City, 24x7x365 access to the City Service Center for emergency situations and accompanied access to the City Service Center

during normal business hours for non-emergency situations, to support these Assigned Customers subsequent to the above relocation.

5.4 **City Escort.** The City will provide Vero with contact information of designated City representatives who will be immediately available to escort Vero personnel into the City Service Center, or any City owned or operated facility during evenings, weekends, and holidays, where time is of the essence. The City represents that at least one of these representatives will be immediately available for any such access needs by Vero.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

6.1 **Joint.** In addition to any other representations and warranties contained in this Agreement, the Parties represent and warrant to each other that:

- (a) it has the full power, right and authority to enter into, execute, deliver, and perform its obligations under this Agreement and that the individuals signing this Agreement on behalf of Vero and the City are empowered and duly authorized to bind Vero or the City, as the case may be, to this Agreement;
- (b) it has taken all requisite action to approve the execution, delivery, and performance of this Agreement; all necessary governmental and corporate approvals, if any, have been obtained to authorize the execution, delivery, and performance of this Agreement;
- (c) this Agreement constitutes its legal, valid, and binding obligation enforceable against such Party in accordance with its terms;
- (d) its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes, grants, or court orders of any local, state, or federal government agency, court, or body;

6.2 **Representations and Warranties of Vero.** Vero represents and warrants that, as of the Effective Date:

- (a) Vero is certificated, bonded, registered, and in good standing with, and regulated by, the Colorado Public Utilities Commission, and is not debarred from performing its obligations in this Agreement in the State of Colorado by any governmental entity;
- (b) Vero has and will maintain all approvals, certifications, licenses, credentials, permits, authorizations, notifications, and other approvals that may be required by regulatory, supervisory, or governmental institutions for Vero to perform as the Agreement requires.

6.3 Representations and Warranties of The City. The City hereby represents and warrants to Vero that:

- (a) Exhibit A is a complete description of the Network leased to Vero under this Agreement and constitutes all of the assets required to operate and maintain the Network by Vero;
- (b) Exhibit C lists all applicable Underlying Rights required to operate and maintain the Network, each of which is in full force and effect, legal, and not in material breach or default, and no event has occurred that, with lapse of time, would constitute a material breach or default, or permit termination, modification, or acceleration thereunder;
- (c) Except for the customers of wholesale ISP's, Exhibit G lists all customer commitments of the City, whether for a government entity or private entity, for wholesale use or retail use, and each of which are in full force and effect, legal, in compliance with the terms of any government-provided grants or loans, and not in material breach or default, and that no event has occurred that, with lapse of time, would constitute a material breach or default, or permit termination, modification, or acceleration thereunder;
- (d) Within thirty (30) days subsequent to the Effective Date, the City will provide Vero with a complete list of all customers to be serviced by Vero, including the customers of the internet service providers ("*ISP's*") where such *ISP's* have a wholesale agreement with the City.
- (e) The City is the sole holder of good fee simple title to the Network and the City is solely responsible for any loans, liens, encumbrances, claims, mortgages, pledges, leases, or other security interests pertaining to the Network;
- (f) The Network is, as of the date of this Agreement, in good working order and condition pursuant to commonly accepted telecommunications industry standards;
- (g) No additional regulatory, governmental, private, or other third-party review, notification, consent, or approval is required to enter into this Agreement and consummate the transactions contemplated herein, except for any permits or other authorization that the City may be required to grant to Vero from time to time to authorize Vero to operate, maintain or expand the Network within City owned rights-of-way, which authorization the City agrees to grant as the need may arise;
- (h) The Network is lawfully located entirely within public rights-of-way and/or private easements;

- (i) The Network is not subject to any repaving or other similar remediation obligation in connection with the Network;
- (j) The Network is not subject to any relocation requests and the City has not received any notices of pending relocations related to the Network;
- (k) There are no actions, suits or proceedings pending or, to the knowledge of the City, threatened at law or in equity, or before or by any governmental entity or before any arbitrator of any kind, against the City to the extent that such action, suit or proceeding relates to the Network, that affect or are reasonably likely to affect the Network or the consummation of the transactions contemplated hereby;
- (l) To the City's knowledge, the City is not in violation of or has not violated any legal requirement, applicable to the City to the extent that such legal requirement relates to the Network.
- (m) To the City's knowledge, the City holds and is in compliance with all respective environmental permits and all applicable environmental laws pertaining to the Network in all material respects, and to the knowledge of the City, there is no condition that is reasonably likely to give rise to any remedial obligation by the City under environmental laws pertaining to the Network;

ARTICLE VII INDEMNIFICATION

7.1 **By Vero.** Vero shall indemnify, defend, protect, and hold harmless the City, its elected officials, agents, and employees from and against any and all Claims which in whole or in part arise out of or result from any obligation, action or liability of Vero or any affiliates of Vero under this Agreement whether fixed, accrued, contingent or otherwise, unknown or known to the extent attributable to the use or operation of the Network by Vero after the date of this Agreement. Vero's indemnification obligations hereunder shall not be applicable to any claims arising from the City's gross negligence, intentional acts, omissions, or willful misconduct.

7.2 **Governmental Immunity.** Notwithstanding the above, the City has not waived, either expressly or by implication, any of the defenses, immunities, limitations, and other protections afforded the City under the Colorado Governmental Immunity Act, Section 24-10-101 C.R.S.

ARTICLE VIII LIMITATION OF LIABILITY

8.1 Neither Party shall be liable for loss or damage occasioned by a Force Majeure Event. No cause of action under any theory which accrued more than one (1) year prior to either

Party discovering the facts that it alleges constitute a cause of action may be asserted by either Party against the other Party.

8.2 NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, TO THE GREATEST EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE OR OBLIGATED UNDER ANY SECTION OF THIS AGREEMENT OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS OF TWO MILLION DOLLARS.

8.3 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, COST OF PURCHASING REPLACEMENT SERVICES OR LOSS OF USE, INCURRED OR SUFFERED BY EITHER PARTY ARISING OUT OF, OR IN CONNECTION WITH, THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT, TORT, OR ANY LEGAL THEORY, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE IX ASSIGNMENT

Either Party may assign this Agreement with the consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed, to an unrelated third party. The surviving entity of any of the above assignments, the assignee, shall assume the obligations of the assignor under this Agreement.

ARTICLE X DEFAULT

10.1 Vero Default.

10.1.1 Unless caused by a Force Majeure Event, Vero, or Clearnetworx, LLC, (Vero and Clearnetworx, LLC are collectively referred to in this Section 10.1 as “Vero”), is in default of this Agreement if (a) Vero ceases to provide the services over the Network contemplated herein; (b) Vero fails to cure any monetary breach within ten (10) days of receiving notice of the breach from the City; (c) Vero fails to cure any material non-monetary breach of any term of this Agreement within thirty (30) days of receiving notice of the breach from the City; or (d) Vero (i) applies for or consents to the appointment of, or the taking of possession by a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property, (ii) makes a general assignment for the benefit of its creditors, or (iii) commences a voluntary

proceeding under the Federal Bankruptcy Code (each such event shall be a “Vero Default”). The City may at its sole option, but without any obligation, cure a monetary or non-monetary breach at the Vero’s expense at any point and invoice Vero for the same.

10.1.2 In the event of a Vero Default, the City may terminate this Agreement; provided, however, that the City expressly acknowledges that (i) service-related failure or degradation in performance unrelated to any action of Vero, is not subject to a claim of a Vero Default; (ii) if the default or breach reasonably takes longer than thirty (30) days to cure, Vero shall have such additional time as is reasonably necessary to cure provided the cure is diligently pursued to completion; and (iii) if the cure for the default or breach cannot be commenced within such thirty (30) day time period (by way of example, but not limited to, weather related conditions), Vero shall have such additional time as is reasonably necessary to cure provided the cure is commenced as soon as is reasonably possible. These remedies are in addition to and not a substitute for all other remedies contained in this Agreement or available to the City at law or in equity.

10.2 City Default.

10.2.1 Unless caused by a Force Majeure Event, the City is in default of this Agreement if the City fails to cure any non-monetary breach of any material term of this Agreement within thirty (30) days of receiving written notice of the breach from Vero (“City Default). Vero may at its sole option, but without any obligation, cure a non-monetary breach at the City’s expense at any point and invoice the City for the same.

10.2.2 In the event of a City Default, Vero may suspend services to the City until the City remedies the City Default, or Vero may terminate this Agreement and/or any or all of the services being provided hereunder; provided, however, that Vero expressly acknowledges that (i) if the default or breach reasonably takes longer than thirty (30) days to cure, the City shall have such additional time as is reasonably necessary to cure provided the cure is diligently pursued to completion; and (iii) if the cure for the default or breach cannot be commenced within such thirty (30) day time period (by way of example, but not limited to, weather related conditions), the City shall have such additional time as is reasonably necessary to cure provided the cure is commenced as soon as is reasonably possible. These remedies are in addition to and not a substitute for all other remedies contained in this Agreement or available to Vero at law or in equity.

ARTICLE XI DISPUTE RESOLUTION

Except for an action seeking a temporary restraining order or injunction, or suit to compel compliance with this dispute resolution process, the Parties agree to use the dispute resolution procedures set forth in this section with respect to any controversy or claim arising out of or relating to this Agreement. For a period of thirty (30) days after notice from either Party, unless during such thirty (30) day notice period any applicable statute of limitation or other limitation of actions is set to expire or toll, the Parties shall attempt in good faith to resolve the dispute by direct negotiation of representatives of the Parties. If the Parties do not resolve the dispute within such period, the dispute may then be settled by any legal means available to the Parties.

ARTICLE XII INSURANCE

Vero and the City shall maintain the insurance on or in connection with the ownership, operations, maintenance, and use of the Network (and shall require any of their respective contractors to maintain the same coverages) as more fully described in Exhibit I.

ARTICLE XIII FORCE MAJEURE EVENT

Neither Party shall be liable for its inability to perform, or a delay in its performance of, its obligations under this Agreement if caused by acts or conditions beyond its reasonable control including but not limited to acts of God, acts of third parties not under the direction of, under actual control of, or in contractual privity with, the Party delayed or unable to perform, environmental conditions, perils, hazards, fire, explosion, theft, vandalism, cable cut, power outage (including rolling blackouts), flood, storm or other similar occurrence, epidemic, pandemic, quarantine, any law, order, regulation, direction, action or request of the United States Government or state or local governments, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments (other than the City), or of any civil or military authority, national emergencies, civil disorders, insurrections, riots, wars, terrorist attacks and responses to such attacks, sabotage, strikes, lockouts or work stoppages, or other labor difficulties, supplier failures, shortages, breaches or delays, overall network usage levels, network signal quality, customer and third-party equipment performance, third party network problems, or acts or omissions of underlying carriers or other third parties, and which delay or failure to perform, by the exercise of reasonable diligence, could not have been prevented by the Party whose performance was affected (each, a "*Force Majeure Event*"). In the event either Party is prevented or delayed in the performance of any of its obligations under this Agreement by a Force Majeure Event, that Party shall have a reasonable time, under the circumstances, to perform the affected obligation under this Agreement or to procure a substitute for such obligation which is satisfactory to the other Party. If either Party believes that a Force Majeure Event has prevented or delayed its

compliance with the terms of this Agreement, that Party shall provide documentation as reasonably required by the other Party to substantiate the claim. If the Party has not yet cured the deficiency, it shall also provide the other Party with its proposed plan for remediation, including the timing for such cure. In order to be entitled to an excuse for any delay or failure to perform under this Agreement, the Party claiming such excuse shall promptly give written notice to the other Party to this Agreement of any event or occurrence which it believes constitutes a Force Majeure Event, and such Party shall not be in default so long as that Party is diligently working toward complying with its obligations under this Agreement at the earliest possible time.

ARTICLE XIV CONFIDENTIALITY

Subject to the Colorado Open Records Act, § 24-72-200.1, C.R.S., et seq., to the extent that such statute applies, "*Confidential Information*" shall mean all information, including this Agreement, regarding the Network which is disclosed by one Party ("*Disclosing Party*") to the other Party ("*Receiving Party*"), to the extent that such information is marked or identified as confidential or proprietary. Notwithstanding the foregoing, all written or oral pricing and contract proposals exchanged between the Parties are hereby deemed Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. Information that (i) is independently developed by the Receiving Party, (ii) is lawfully received by the Receiving Party free of any obligation to keep it confidential, or (iii) becomes generally available to the public other than by breach of this Agreement, shall not be considered Confidential Information. A Receiving Party, including its officers, elected officials, directors, employees, partners, affiliates, agents and representatives, shall hold all Confidential Information in confidence from the time of disclosure until three (3) years following its disclosure. During that period, the Receiving Party: (a) shall use such Confidential Information only for the purposes of performing its obligations under this Agreement; (b) shall reproduce such Confidential Information only to the extent necessary for such purposes; (c) shall restrict disclosure of such Confidential Information to employees, consultants and financial and legal advisors that have a need to know for such purposes; (d) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement or as required by law including, but not limited to the Colorado Open Records Act; and (e) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event that the Receiving Party is required to disclose Confidential Information of the Disclosing Party to the extent required or directed by a court of competent jurisdiction or required pursuant to federal or state laws, or pursuant to the rules or regulations of the public service commission of any state with jurisdiction to require same, the Receiving Party will immediately notify the Disclosing Party of the required disclosure so that the Disclosing Party may seek relief, will cooperate with the Disclosing Party in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure. Notwithstanding anything

herein to the contrary, the fact that Vero leases the Network from the City, and this Agreement, shall not be deemed Confidential Information and either Party may disclose the same without liability therefor.

ARTICLE XV MISCELLANEOUS

15.1 No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its elected and appointed officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

15.2 Subject to Laws. This Agreement is subject to all applicable federal, state, and local laws, and regulations, rulings, and orders of governmental agencies, including, but not limited to, the Communications Act of 1934, as amended, the Telecommunications Act of 1996, the Rules and Regulations of the Federal Communications Commission ("FCC"), applicable tariffs, if any, and the obtaining and continuance of any required approval or authorization of the FCC or any governmental body. Either Party may terminate its obligations under this Agreement without liability if ordered to do so by the final order or ruling of a court or other governmental agency, or if such order or ruling would make it impossible for either Party to carry out its obligations under this Agreement.

15.3 Applicable Law. This Agreement shall be governed by, enforced, and construed in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Colorado without reference to its choice of law principles. Venue for any legal action relating to this Agreement shall be the State District Court in and for Montezuma County, Colorado.

15.4 Notices. All notices, demands, requests, and other communications required or permitted under this Agreement shall be in writing and shall be deemed properly given (a) if delivered in person to a Party; (b) if delivered by an overnight delivery service, private courier or commercial courier; or (c) if delivered by the United States Postal Service via certified or registered mail with return receipt requested. All notices so given shall be deemed effective on actual delivery or if delivery is refused, upon refusal. All notices shall be delivered at the following addresses:

If to the City:

The City of Cortez
123 Roger Smith Avenue
Cortez, CO 81321

Attention: City Manager

With a copy to:
The City of Cortez
110 W. Progress Circle
Cortez, CO 81321
Attention: General Services Director

If to Vero:

Vero Broadband, LLC
2347 Curtis Street
Denver, CO 80205
Attention: Chief Operating Officer

With a copy to:
Gregg Strumberger
Chief Legal Officer

15.5 Interpretation. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content.

15.6 Fully Negotiated. This Agreement has been fully negotiated between and jointly drafted by Vero and the City and should not be construed more strictly against either Party.

15.7 No Waiver. No course of dealing between the Parties and no failure to exercise any right hereunder shall be construed as a waiver of any provision hereof. No waiver of any provision of this Agreement shall be implied by any failure of either Party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No express waiver shall affect any provision other than the one specified in such waiver, and that only for the time and in the manner specifically stated.

15.8 Severability. If any term, covenant, or condition in this Agreement shall, to any extent, be invalid, illegal, or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each remaining term, covenant or condition of this Agreement shall be valid, legal, and enforceable to the fullest extent permitted by law, and the application thereof shall not in any way be affected or impaired thereby.

15.9 Entire Agreement. This Agreement and its exhibits constitute the entire and final agreement and understanding between the City and Vero with respect to the subject matter hereof and supersedes and replaces all prior understandings, agreements, negotiations, and communications, whether written or oral, between the Parties relating to the subject matter hereof,

and the transactions provided for herein, which are of no further force or effect. Any prior agreements, promises, negotiations or representations regarding the subject matter hereof are of no force or effect. The Exhibits referred to herein are integral parts hereof and are made a part of this Agreement by reference.

15.10 Binding Effect. Each of the provisions of this Agreement shall extend to, bind, or inure to the benefit of, as the case may be, the City and Vero, and their respective heirs, successors, and assigns.

15.11 Amendments. This Agreement or of any of its provisions may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of the City and Vero.

15.12 No Third-Party Beneficiaries. The representations, warranties, covenants, and agreements of the Parties set forth herein are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a Party hereto. This Agreement does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit, or other proceeding against either the City or Vero because of any term contained in this Agreement.

15.13 Relationship of the Parties. Vero and the City agree that nothing in this Agreement shall be deemed to create a partnership, joint venture, agency, or any relationship between the Parties other than the relationship of independent parties contracting to authorize the use of the Network for operations and use of telecommunications facilities and to provide services under the terms and conditions described herein. Neither Party shall have any authority to bind the other Party to any agreement, understanding or other instrument, in any manner whatsoever.

15.14 Survival. Those obligations established by and arising under this Agreement that by their nature, would apply and be enforceable by either Party after termination, shall survive the expiration or termination of this Agreement for the duration of any applicable statutory period of limitations on claims relating thereto, or such shorter period as may be stated in any specific provision of this Agreement.

15.15 Further Actions. Vero and the City agree that unless prohibited by local, state, or federal law, each of them shall sign all further reasonably necessary documents and take all further reasonably necessary actions to effectuate the purposes of this Agreement. In the event an Underlying Right for the existing Network is required that was not in full force and effect prior to the Effective Date, the Parties will use commercially reasonable efforts to consummate such an Underlying Right.

15.16 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which counterparts collectively shall constitute one and the same Agreement. This Agreement may be executed via a recognized electronic signature service

(e.g., DocuSign), or may be signed, scanned, and emailed to either Party, and any such signatures shall be treated as original signatures for all applicable purposes.

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, authorized signatories of each of the Parties have executed this Agreement as of the dates set forth opposite the signatures of their respective authorized officers below.

CITY OF CORTEZ

By: 
Rachel B. Medina, Mayor

Date: February 28, 2023

ATTEST:


Linda L. Smith, City Clerk

VERO BROADBAND, LLC

By: Jonathan Adelman

Print Name: Jonathan Adelman

Title: CEO

Date: 3/3/23

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing Cortez Communications Network Lease Agreement by and between the City of Cortez, Colorado and Vero Broadband, LLC was acknowledged before me this 3rd day of February, 2023, by Ben Merrill, Project coordinator.

Witness my hand and official seal.

Ben Merrill
Notary Public
My Commission Expires: 10/27/26

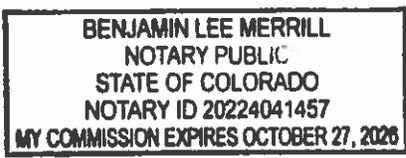


EXHIBIT A-1

SYSTEM ROUTE MAPS

{Refer to separate PDF Document labeled Exhibit A Overview, dated 02.09.2023}

**EXHIBIT A-2
LEASED NETWORK EQUIPMENT**

GPON System						
Description	SW Version	PN #	SN#	IP Address		
Calix E7-2 Shelf	3.4.20.90	100-01449	81008310270	192.168.32.24/24		
Calix GPON 4 Calix Line Card	3.4.20.90	100-01773	81009920042			
Calix GPON 4 Calix Line Card	3.4.20.90	100-01773	81009920120			
Calix E7-2 Shelf	3.4.20.90	100-01449	71503916051	192.168.32.25/24		
Calix GPON 8 Calix Line Card	3.4.20.90	100-03006	211505601362			
Calix GPON 8 Calix Line Card	3.4.20.90	100-03006	211505601385			
Calix E7-2 Shelf	3.4.20.90	100-01449	71503916020	192.168.32.26/24		
Calix GPON 8 Calix Line Card	3.4.20.90	100-03006	211505601356			
Calix GPON 8 Calix Line Card	3.4.20.90	100-03006	211505601434			

ONTs						
SERNO	MODEL	MFG-SERNO	CURR-SW-VERS	VENDOR	CLEI	Note
5fc31	762GX	81102940336	10.8.110.25	CXNK	BVL3AKUFAA	
724f9	711GE	81012678272	10.8.110.25	CXNK	BVM8700CRA	
723c7	711GE	81012678151	10.8.110.25	CXNK	BVM8700CRA	
6f522	717GE	81011750633	10.8.110.25	CXNK	BVM8900CRA	
6f53d	717GE	81011750075	10.8.110.25	CXNK	BVM8900CRA	
d479e	717GE	81212750309	10.8.110.25	CXNK	BVM8900CRA	
4916ab	844GE					Disabled
491693	844G-1	261711005749	12.2.12.0.184	CXNK	BVMCH00ARE	
41e292	844G-1	261710026159	12.2.12.0.184	CXNK	BVMCH00ARE	
342b24	717GE	211610008606	10.8.110.25	CXNK	BVM9N10ARD	
15a2f2	762GX					Disabled
11ce03	717GE	211402012598	10.8.110.25	CXNK	BVM9N10ARA	
6f515	717GE	81011750533	10.8.110.25	CXNK	BVM8900CRA	
24679a	717GE	211508048848	10.8.110.25	CXNK	BVM9N10ARB	
2626	717GE	211410030690	10.8.110.25	CXNK	BVM9N10ARA	
41e2e1	844G-1	261710026238	12.2.12.0.184	CXNK	BVMCH00ARE	

19190e	844G-1	261711006384	12.2.12.0.184	CXNK	BVMCH00ARE
158c9f	711GE	211709045730	10.8.110.25	CXNK	BVM9900ARD
5f506	717GE	81011750789	10.8.110.25	CXNK	BVM8900CRA
8a3a	717GE				Disabled
79e52b	844G				Disabled
1545c6	711GE	211708033627	10.8.110.25	CXNK	BVM9900ARD
5f53b	717GE	81011750643	10.8.110.25	CXNK	BVM8900CRA
5f52c	717GE	81011750128	10.8.110.25	CXNK	BVM8900CRA
718431	717GE	481909043845	10.8.110.25	CXNK	BVM9N10ARG
11e106	844G-1	261710025763	12.2.12.0.184	CXNK	BVMCH00ARE
12b027	716GE				Disabled
11ce29	717GE	211402012340	10.8.110.25	CXNK	BVM9N10ARA
1450c9	717GE	211708028799	10.8.110.25	CXNK	BVM9N10ARD
44a173	711GE	211709047273	10.8.110.25	CXNK	BVM9900ARD
1545c3	711GE	211708033546	10.8.110.25	CXNK	BVM9900ARD
4916d0	844G-1	261711005810	12.2.12.0.184	CXNK	BVMCH00ARE
4918f5	844G-1	261711006359	12.2.12.0.184	CXNK	BVMCH00ARE
44a142	711GE	211709047232	10.8.110.25	CXNK	BVM9900ARD
719946	711GE	481910010557	10.8.110.25	CXNK	BVM9900ARG
449f37	711GE	211709045585	10.8.110.25	CXNK	BVM9900ARD
4918fb	844G-1	261711006365	12.2.12.0.184	CXNK	BVMCH00ARE
45e5c4	717GE	211711014108	10.8.110.25	CXNK	BVM9N10ARD
44a138	711GE	211709047603	10.8.110.25	CXNK	BVM9900ARD
4450c6	717GE	211708028674	10.8.110.25	CXNK	BVM9N10ARD
7198cc	711GE	481909020652	10.8.110.25	CXNK	BVM9900ARG
5570e7	711GE	211805032438	10.8.110.25	CXNK	BVM9900ARF
41e2c8	844G-1	261710026213	12.2.12.0.184	CXNK	BVMCH00ARE
4b8e24	844G-1	261803028617	12.2.12.0.184	CXNK	BVMCH00ARE
41e2bd	844G-1	261710026202	12.2.12.0.184	CXNK	BVMCH00ARE
41e2ee	844G-1	261710026251	12.2.12.0.184	CXNK	BVMCH00ARE
41e2c5	844G-1	261710026210	12.2.12.0.184	CXNK	BVMCH00ARE
4c248f	717GE	211711014046	10.8.110.25	CXNK	BVM9N10ARD
79e512	844G-1	421912031619	12.2.12.0.184	CXNK	BVMCH00ARE
187f56	844G-1	261410003536	12.2.12.0.184	CXNK	BVMCH00ARA
cf4b6b	717GE	482105033773	10.8.110.25	CXNK	BVM9N10ARG
4b8e7d	844G-1	261803028706	12.2.12.0.184	CXNK	BVMCH00ARE
45e5c5	717GE	211711014319	10.8.110.25	CXNK	BVM9N10ARD
4918fc	844G-1	261711006366	12.2.12.0.184	CXNK	BVMCH00ARE
45e5c8	717GE	211711014394	10.8.110.25	CXNK	BVM9N10ARD
71838e	717GE	481909042269	10.8.110.25	CXNK	BVM9N10ARG
246797	717GE	211508048891	10.8.110.25	CXNK	BVM9N10ARB

4d4f81	711GE	211805031583	10.8.110.25	CXNK	BVM9900ARF
41e2f6	844G-1	261710026259	12.2.12.0.184	CXNK	BVMCH00ARE
4b8e5f	844G-1	261803028676	12.2.12.0.184	CXNK	BVMCH00ARE
49197f	844G-1	261711006497	12.2.12.0.184	CXNK	BVMCH00ARE
8692b	717GE	81112750773	10.8.110.25	CXNK	BVM8900CRA
41e310	844G-1	261710026285	12.2.12.0.184	CXNK	BVMCH00ARE
4b9621	844G-1	261803030662	12.2.12.0.184	CXNK	BVMCH00ARE
71eb0	711GE	81012678130	10.8.110.25	CXNK	BVM8700CRA
45e5f2	717GE	211711014343	10.8.110.25	CXNK	BVM9N10ARD
49172c	844G-1	261711005902	12.2.12.0.184	CXNK	BVMCH00ARE
11ce47	717GE	211402012341	10.8.110.25	CXNK	BVM9N10ARA
458c8e	711GE	211709047763	10.8.110.25	CXNK	BVM9900ARD
4b8e81	844G-1	261803028710	12.2.12.0.184	CXNK	BVMCH00ARE
ad448	717GE	81210752489	10.8.110.25	CXNK	BVM8900CRA
383994	711GE	211612064369	10.8.110.25	CXNK	BVM9900ARD
4d4f86	711GE	211805032490	10.8.110.25	CXNK	BVM9900ARF
41e2ba	844G-1	261710026199	12.2.12.0.184	CXNK	BVMCH00ARE
342b43	717GE	211610008105	10.8.110.25	CXNK	BVM9N10ARD
724fe	711GE	81012679161	10.8.110.25	CXNK	BVM8700CRA
41e2fa	844G-1	261710026263	12.2.12.0.184	CXNK	BVMCH00ARE
6ad56a	762GX	481904034379	10.8.110.25	CXNK	BVL3ANPFAA
5fc32	762GX	81102940194	10.8.110.25	CXNK	BVL3AKUFAA
265e25	762GX	211604400171	10.8.110.25	CXNK	BVL3ANPFAA
373a82	711GE	211610021391	10.8.110.25	CXNK	BVM9900ARD
11ce19	717GE	211402012356	10.8.110.25	CXNK	BVM9N10ARA
7182a6	717GE	481909042007	10.8.110.25	CXNK	BVM9N10ARG
79e4dd	844G-1	421912031566	12.2.12.0.184	CXNK	BVMCH00ARE
719936	711GE	481909021461	10.8.110.25	CXNK	BVM9900ARG
fc72b0	762GX	482109015795	10.8.110.25	CXNK	BVL3ANPFAA
44a124	711GE	211709047829	10.8.110.25	CXNK	BVM9900ARD
79e51b	844G-1	421912031628	12.2.12.0.184	CXNK	BVMCH00ARE
71993e	711GE	481910010556	10.8.110.25	CXNK	BVM9900ARG
49167f	844G-1	261711005729	12.2.12.0.184	CXNK	BVMCH00ARE
4918d4	844G-1	261711006326	12.2.12.0.184	CXNK	BVMCH00ARE
7198be	711GE	481910008189	10.8.110.25	CXNK	BVM9900ARG
fc72b1	762GX	482109015851	10.8.110.25	CXNK	BVL3ANPFAA
fc72ae	762GX	482109015834	10.8.110.25	CXNK	BVL3ANPFAA
fc72ad	762GX	482109015839	10.8.110.25	CXNK	BVL3ANPFAA
fc72ac	762GX	482109015836	10.8.110.25	CXNK	BVL3ANPFAA
fc72af	762GX	482109014885	10.8.110.25	CXNK	BVL3ANPFAA
71993f	711GE	481910010555	10.8.110.25	CXNK	BVM9900ARG

d479f	717GE	81212750086	10.8.110.25	CXNK	BVM8900CRA
86965	717GE	81112750316	10.8.110.25	CXNK	BVM8900CRA
4450c7	717GE	211708028713	10.8.110.25	CXNK	BVM9N10ARD
71993a	711GE	481909022649	10.8.110.25	CXNK	BVM9900ARG
4450ce	717GE	211708028646	10.8.110.25	CXNK	BVM9N10ARD
86a0b	717GE	81112750113	10.8.110.25	CXNK	BVM8900CRA
8693d	717GE	81112750389	10.8.110.25	CXNK	BVM8900CRA
77b38	717GE	81103752742	10.8.110.25	CXNK	BVM8900CRA
77b34	717GE	81103753686	10.8.110.25	CXNK	BVM8900CRA
718394	717GE	481909043764	10.8.110.25	CXNK	BVM9N10ARG
7251f	711GE	81012678928	10.8.110.25	CXNK	BVM8700CRA
77b40	717GE	81103752672	10.8.110.25	CXNK	BVM8900CRA
383a84	711GE	211612063440	10.8.110.25	CXNK	BVM9900ARD
11ce04	717GE	211402012059	10.8.110.25	CXNK	BVM9N10ARA
86a13	717GE	81112751093	10.8.110.25	CXNK	BVM8900CRA
2611	717GE	211410030068	10.8.110.25	CXNK	BVM9N10ARA
6fa89	711GE	81012670406	10.8.110.25	CXNK	BVM8700CRA
45e5c6	717GE	211711014153	10.8.110.25	CXNK	BVM9N10ARD
4c2481	717GE	211711014412	10.8.110.25	CXNK	BVM9N10ARD
700ab	711GE	81012670214	10.8.110.25	CXNK	BVM8700CRA
724fa	711GE	81012675856	10.8.110.25	CXNK	BVM8700CRA
77b3c	717GE	81103753878	10.8.110.25	CXNK	BVM8900CRA
86a62	717GE	81112750683	10.8.110.25	CXNK	BVM8900CRA
25b2	717GE	211410030394	10.8.110.25	CXNK	BVM9N10ARA
6f519	717GE	81011750344	10.8.110.25	CXNK	BVM8900CRA
77b32	717GE	81103753928	10.8.110.25	CXNK	BVM8900CRA
6f514	717GE	81011750769	10.8.110.25	CXNK	BVM8900CRA
d479c	717GE	81212750038	10.8.110.25	CXNK	BVM8900CRA
b1f85c	803G	422105234249	12.2.12.2.3	CXNK	BVMCN10ARA
f7cbe	717GE	211308006751	10.8.110.25	CXNK	BVM9S00ARA
445d64	711GE	211708033635	10.8.110.25	CXNK	BVM9900ARD
12b015	716GE-l	211312014061	10.8.110.25	CXNK	BVMBJ00CRA
373a75	711GE	211610021948	10.8.110.25	CXNK	BVM9900ARD
522b0	724GX	81006720367	10.8.110.25	CXNK	BVL3AF6FAA
86a8e	717GE	81112750857	10.8.110.25	CXNK	BVM8900CRA
11cdf1	717GE	211402011967	10.8.110.25	CXNK	BVM9N10ARA
4d4f7f	711GE	211805031274	10.8.110.25	CXNK	BVM9900ARF
72505	711GE	81012678991	10.8.110.25	CXNK	BVM8700CRA
11ce16	717GE	211402012459	10.8.110.25	CXNK	BVM9N10ARA
11cdd6	717GE	211402012019	10.8.110.25	CXNK	BVM9N10ARA
f7c01	717GE	211308007526	10.8.110.25	CXNK	BVM9S00ARA

246799	717GE	211508048867	10.8.110.25	CXNK	BVM9N10ARB
11ce35	717GE	211402012337	10.8.110.25	CXNK	BVM9N10ARA
72502	711GE	81012678259	10.8.110.25	CXNK	BVM8700CRA
11ce18	717GE	211402012532	10.8.110.25	CXNK	BVM9N10ARA
2e46ab	711GE	211612058495	10.8.110.25	CXNK	BVM9900ARD
4450ef	717GE	211708029022	10.8.110.25	CXNK	BVM9N10ARD
72501	711GE	81012678517	10.8.110.25	CXNK	BVM8700CRA
7250d	711GE	81012678627	10.8.110.25	CXNK	BVM8700CRA
77b63	717GE	81103753720	10.8.110.25	CXNK	BVM8900CRA
5e627	766GX	81101940310	10.8.110.25	CXNK	BVL3AKWFAA
7250a	711GE	81012677948	10.8.110.25	CXNK	BVM8700CRA
724fb	711GE	81012678645	10.8.110.25	CXNK	BVM8700CRA
bb79b	766GX	81303940216	10.8.110.25	CXNK	BVL3ANSFAA
25a0	717GE	211410030397	10.8.110.25	CXNK	BVM9N10ARA
187ede	844G-1	261410003416	12.2.12.0.184	CXNK	BVMCH00ARA
342b22	717GE	211610008423	10.8.110.25	CXNK	BVM9N10ARD
44a143	711GE	211709047231	10.8.110.25	CXNK	BVM9900ARD
4c2453	717GE	211711014427	10.8.110.25	CXNK	BVM9N10ARD
6ad591	762GX	481904033748	10.8.110.25	CXNK	BVL3ANPFAA
7198be	711GE				Disabled

Power Plant				
Description	Model	SN	SW Version	
Netsure 502 PCU	m83B	3160700607	1.1.50	
Netsure Control Unit				
3 x Power Supply	r48-2000e			
Rect 1		3160601192	1.11	
Rect 2		3160601398	1.11	
Rect 3		3160601398	1.11	
IB 1		3160701161	1.03	
2 x racks of batteries with 4 batteries in each rack				

Spare Parts			
Description	Model	Part Number	Serial Number
Calix Transceiver SFP		100-01782	n0656000056
Calix Transceiver SFP		100-01782	n06560000204
Calix Transceiver SFP		100-01782	656000241
Calix Transceiver SFP		100-01782	n0656000110

Calix Transceiver SFP		100-01660	123804100392
Calix Transceiver SFP		100-01660	bp15320035003 3
Calix Transceiver SFP		100-01660	bp15320003500 32
Calix Transceiver SFP		100-01660	bp15320003600 73
Calix Transceiver SFP		100-01662	181004100470
Calix Transceiver SFP		100-01662	181004100469
Calix Transceiver SFP		100-01662	131804100771
Calix Transceiver XFP		100-01629	ujrOfpa
Calix Transceiver XFP		100-01661	pj21fg9
Calix Transceiver Copper SFP		100-01629	ujr0FFP
Calix Transceiver SFP+		100-01514	ul0b1f00215
Calix Transceiver SFP+		100-01514	ul0b1f00154
Approved Networks SFP		100-01782-A	USHGPBAC0248 4
Calix ONT	717GE		211308011452
Calix ONT	717GE		481909042731
Calix ONT	717GE		081212750214
Calix ONT	717GE		081103753726
Calix ONT	711GE		081012679166
Calix ONT	717GE		081103753912
Calix ONT	717GE		081011750642
Calix ONT	717GE		081112750910
Calix ONT	717GE		081011750674
Calix ONT	717GE		081103753879
Calix ONT	717GE		081011750538
Calix E7 GPON 4 Line Card		100-01773	081009920038
Calix E7 Front Removable Fan Tray		100-01451	081103370256

Cabinets				
Cabinet #	Capacity / Size	Manufacturer / type	Location	Property
CAB 3-7	288	OFS -CAB	ALLEY BETWEEN 1ST & 2ND STREET	CITY -ROW
CAB 3-6	288	OFS-CAB	COUNTY ANNEX -CHESTNUT & MONTEZUMA	CITY -ROW
CAB 3-8	288	OFS - CAB	201 SOUTH PARK ALLEY	CITY -ROW

CAB 2-6	288	OFS-CAB	SLIGO ST. NEXT TO CAR WASH	CITY -ROW
ALAMOSA CAB	288	COMSCOPE -CAB	ALAMOSA & HWY 145	CITY -ROW
DENNY LAKE CAB	144	COMSCOPE - CAB	DENNY LAKE ENTRANCE	CITY -ROW
WALGREEN CAB	288	COMSCOPE -CAB	BEHIND, SOUTH OF WALGREENS	CITY -ROW
EMPIRE CAB	288	COMSCOPE -CAB	EAST EMPIRE STREET	CITY -ROW
ANIMAS CAB	144	OFS -CAB	1002 ANIMAS STREET	CITY -ROW
CAB 2-13	144	OFS-CAB	1103 JACKSON STREET	CITY -ROW
CAB 2-4	288	OFS -CAB	NORTH SLIGO STREET	CITY -ROW
ARBYS CAB	144	COMSCOPE -CAB	FRONT OF ARBYS	CITY -ROW
CAB 3-13	288	COMSCOPE -CAB	ACROSS FROM MESA SCHOOL	CITY -ROW
CAB 3-14	144	COMSCOPE -CAB	FRONT OF ROCKY MTN BEDLINERS (S.BROADWAY)	CITY -ROW
CORTEZ LIBRARY	SPLITTER		IN THE LIBRARY	CITY PROPERTY
SERVICE CENTER	SPLITTER		IN THE SERVICE CENTER	CITY PROPERTY
NURSING HOME	144	CHARLES PEDESTAL	HOPSITAL DEVELOPMENT	CITY -ROW
G.2 HUT	SPLITTER		IN HUT AT G.2 OUTSIDE CITY LIMITS	PRIVATE

Exhibit B
Reserved Fibers

City Internal Fiber Network Connections
Fiber Strand Assignment

- 1- Service center to 2210Cortez data center fibers 245-246
- 2- Service center to police department empire network fibers 29-30, alamosa loop fibers 143-144 ring, from police department to 2210Cortez data center fibers 81-82
- 3- Service center to library empire network fibers 21-22
- 4- Library to outdoor pool fibers 3-4
- 5- Service center to city hall empire network fibers 51-52
- 6- Library to welcome center fibers 1-2
- 7- Service center to kennel alamosa loop fibers 193-194
- 8- Library to Rec center fibers 11-12
- 9- Library to park maintenance shop fibers 5-6
- 10- Service center to golf maintenance shop alamosa loop fibers 77-78 to cabinet fibers 69-70 to the shop
- 11- Service center to golf pro shop alamosa loop fibers 67-68 to cabinet reserved
- 12- Service center to planned water plant alamosa loop fibers 71-72 reserved
- 13- Service center to fire district #1 chestnut network fibers 65-66 reserved
- 14- Service center to planned fire district #3 alamosa loop fibers 69-70
- 15- CenturyLink (Lumen) handhole to Mesa School, 12 fiber strands 1-12.

Montezuma County Fiber Network Connections
Fibers Reserved

- 1 - Service center to admin 1 fibers 49-50 in & 49-50 out to admin 3, admin 3 fibers 49-50 out to admin chestnut network.
- 2 - Admin to 2210Cortez fibers 77-78 this is the west half of the county's ring chestnut network.
- 3 - Service center to animas cabinet fibers 159-160 alamosa loop, fibers out of animas cabinet to sheriff's office 71-72, from sheriff's office to empire & Mildred fibers 5-6 in the brown tube, from empire & Mildred to alamosa cabinet fibers 79-80 in fibers 61-62 out to the county maintenance shop, fibers 63-64 back from the county's maintenance shop to alamosa cabinet to fibers 81-82, fibers 81-82 out to empire & Mildred fibers 81-82 splice to fibers 243-244 to 2210. this is the county's east half of the ring.
- 4 - Service center to sheriff's office fibers 1-2 empire network.
- 5 - Service center to county maintenance shop fibers 75-76 in fibers 71-72 out alamosa loop.

Note: Items 4&5 are in service now but will be reserved when the ring is turned up.

Exhibit C
Underlying Rights

This Exhibit lists all Underlying Rights documents, to be assigned and not to be assigned, necessary for the operation and maintenance of the Network.

The following Underlying Rights documents will be assigned by the City to Vero as of the Effective Date of this Agreement or as soon thereafter as reasonably possible:

1. None.

The following Underlying Rights documents will be maintained in full force and effect by the City:

Easement Agreements

1. Montezuma County Annex easement # 573460
2. First National Bank #573309
3. Notah Dineh easement #573492
4. Citizen's State Bank easement #573452
5. Leroy Paas Marital Trust easement #573429
6. Leroy Paas Marital Trust easement #570790
7. Kays easement #616466
8. Kays easement #616467
9. Ptolemy easement #616465
10. Sundance RV easement #616469
11. Yocom easement #616468

Pole Attachment Agreement

1. Empire Electric Co-Op Pole Attachment Agreement

Other

1. ARIN Registration Services Agreement

Memorandums of Understandings

1. Montezuma County MOU for County Jail
2. SW Health Systems for Heilig-Meyers building
3. Grant Agreement – DOLA 6832
4. Grant Agreement – DOLA 7509
5. Grant 7509 Amendment

Exhibit D
Fiber Maintenance for Reserved Fibers

1. **Purpose.** This Exhibit describes the policies and procedures Vero will utilize to monitor and maintain the Reserved Fibers. Vero shall ensure that the Reserved Fibers are maintained according to the specifications and procedures specified herein, through application of commercially reasonable and accepted industry standards, and in accordance with manufacturers' specifications. The purpose and result of monitoring and maintenance shall be to maintain (in the case of routine maintenance) or restore (in the case of non-routine maintenance) the functionality of the Reserved Fibers. Vero reserves the right to modify these procedures as appropriate to ensure that performance specifications are achieved.
2. **Technical Support.** Vero's Network Operations Center ("*NOC*") performs cable and conduit maintenance and repair and is available on a twenty-four (24) hour per day, seven (7) days per week basis (24x7). Vero utilizes only qualified personnel, office services, vehicles, and all tools and materials required for the safe and proper performance of network monitoring, maintenance procedures and emergency restoration.
3. **Routine Maintenance.** Routine Maintenance is maintenance and repairs that Vero deems necessary to ensure proper functioning of the Reserved Fibers. Vero shall perform routine and preventative maintenance, including route patrol and all cable and locate activities as a part of the Colorado 811 locate "call before you dig" program. Planned network maintenance that does or does not potentially involve the disruption of functionality of the Reserved Fibers is also considered Routine Maintenance. The nature of such planned Routine Maintenance activity is such that it can be pre-scheduled so as to allow notification to the City as appropriate. The Vero NOC will generally conduct such planned Routine Maintenance outside normal working hours anytime between 12:00 AM to 6:00 AM (local time) seven (7) days a week. Vero will provide the City with ten (10) business days prior notice of Routine Maintenance that is service affecting and five (5) business days prior notice of Routine Maintenance that is not service affecting. All maintenance other than Routine Maintenance as described above shall be deemed to be Non-Routine Maintenance.
4. **Non-Routine Maintenance.** Non-Routine Maintenance is repair, restoration or maintenance that restores the functionality of the Reserved Fibers on an unscheduled basis (e.g., emergency response). For any Non-Routine Maintenance (including, but not limited to, repairs required due to cable cuts, fires, remodeling work or other acts of third parties or Force Majeure Events), the City will first use commercially reasonable efforts to determine that any disruption in the functionality of the Reserved Fibers is not on the City's side of the Demarcation Point. After verifying that the problem is not on the City's side of the Demarcation Point, the City shall open a Trouble Case for Technical Support by contacting Vero Customer Support at (800) 691-8376 or submit a request at www.veronetworks.com.
5. **Fiber Optic Cable Repair & Restoration.** Following receipt of the City's notification of a Trouble Case, Vero shall use commercially reasonable efforts to respond on-site (if necessary) to the affected location(s) within four (4) hours of the initial Trouble Case,

provided Vero has all necessary access to the City's locations (if applicable). In the event of a cable failure, Vero shall use commercially reasonable efforts to begin service restoration within four (4) hours following identification of such failure. Vero shall use commercially reasonable efforts to then restore the functionality of the Reserved Fibers no later than six (6) hours following initiation of restoration activities. During an outage Vero shall contact the City on a regular basis to update the status of restoration. Vero is responsible for ensuring that the maintenance personnel are properly trained and otherwise qualified to perform the maintenance on the Reserved Fibers. The City shall procure for Vero reasonable 24x7x365 access to the City's location(s) for purposes of both Routine Maintenance and Non-Routine Maintenance.

Exhibit E Construction Schedule

Design + Planning:

Design: January to April 2023

Engineering (Including Pole Engineering): February to March 2023

Material and Supply Chain: March 2023

Build Plan with Zones: March 2023

Planning Wrap Up: April 2023

Design and Planning Team will be working on the Cortez project during Q1 and Early Q2 of 2023. This will include fiber design, underground and pole engineering with permits being submitted for Aerial end of Q1/start of Q2, ROW examination, zone build out creation, and subcontractor selection.

Construction:

Predicted Construction Start Date: June 12th, 2023

Construction is predicted to start on June 12th, which is dependent on subcontractor availability.

First Customer Install: September 11th, 2023

First Build zone is predicted to be built within 3.5 months from the start of construction. All zones will be visible for the town and community to see when construction will start in their community and the expected timeline for when they can expect to be installed.

Predicted No UG Construction Dates: November 6th, 2023 – March 1st, 2024

It is expected that there will be a few months where no UG construction can be performed due to winter weather. The observed timeline is shown above to show how the timeline is created.

Predicted Construction End Date: July 26th, 2024

Predicted Full Network Turn Up Date: September 27th, 2024

At this time, the network will turn over to Field Services where all drops and installs will be performed on private property. If more subdivisions are built afterwards, crew(s) will be deployed to take care of the work to ensure new residents/businesses are taken care of.

**Exhibit F
Initial Pricing
CORTEZ PRICING**

FIBER

Residential

Product Name	Speed (Mbps)	Monthly Price	Activation Fee	Cost/Mb
FIBER 200	200	\$ 60.00	\$ 100.00	\$ 0.30
FIBER 500	500	\$ 80.00	\$ 100.00	\$ 0.16
FIBER 1G	1000	\$ 100.00	\$ 100.00	\$ 0.10

Business

Product Name	Speed (Mbps)	Monthly Price	Activation Fee	Cost/Mb
FIBER 150	150	\$ 100.00	\$ 100.00	\$ 0.67
FIBER 300	300	\$ 200.00	\$ 100.00	\$ 0.67
FIBER 500	500	\$ 250.00	\$ 100.00	\$ 0.50
FIBER 1G	1000	\$ 400.00	\$ 100.00	\$ 0.40

Small Business

Product Name	Speed (Mbps)	Monthly Price	Activation Fee	Cost/Mb
FIBER 150	150	\$ 80.00	\$ 100.00	\$ 0.53

Small Business Package. Clearnetworx commonly selects small business zones inside the market to offer a small business package. This package is more affordable to small business owners and does not include services like static IPs.

Enterprise Fiber Customers. Clearnetworx offers several enterprise level services and packages. These services include Dark Fiber, Private Porting, 10 - 100 Gbps Fiber Service, and Transport Circuits. We can offer these products because of our hybrid active/PON designs. Enterprise clients work with dedicated sales teams to identify and customize these services.

Contracts. As a standard, Clearnetworx requires a one year term length on all internet service packages. Customers also have the option to choose a month-to-month term with a higher activation fee.

PHONE

Residential

Residential Phone

Starting At \$30/mo

Residential Phone. Our residential phone service comes standard with two hosted cordless handsets. These cordless handsets can be placed virtually anywhere in the home and connect back to the internet connected base station. Unlike our analog competitors, our residential phone service is not limited by lines and users can enjoy multiple concurrent calls. Customers can also add additional cordless handsets for a \$50 one-time fee per handset.

Business

Business Phone

Starting At \$30/mo

Business Phone. Our team offers a customizable phone solution for our commercial customer base. Users can choose between pricing for SIP Trunks, Hosted Phone Systems, or Analog ATAs. Flexibility in service options allows for both small businesses and enterprise clients to utilize our service.

Vero reserves the right to adjust the above prices in this Exhibit based on market conditions.

Exhibit G
Retained Customers / Assigned Customers

Customers Assigned to Vero + Services

Customer Name	Service	Customer Type	Description: Speed
Hospital	Dark Fiber	Enterprise	Strands of Fiber
Hospital	Dark Fiber	Enterprise	Shared Bandwidth
Hospital	Dark Fiber	Enterprise	Network Access Fee
Hospital	Dark Fiber	Enterprise	Network Access Fee
Hospital	Bandwidth	Enterprise	1 Gbps
Hospital	Dark Fiber	Enterprise	Strands of Fiber
Children's Kiva	Bandwidth	Enterprise	300 Mbps
Children's Kiva	Bandwidth	Enterprise	Bldg Connectivity
Cortez School District	E-rate	Enterprise	Shared 2 Gbps w/dual fiber circuit
Cortez School District	E-rate	Enterprise	Bldg Connectivity - 10 GE
City of Cortez	Dark Fiber	Enterprise	Fiber Lease
City of Cortez	Dark Fiber	Enterprise	Shared Bandwidth
City of Cortez	Dark Fiber	Enterprise	Network Access
City of Cortez	Dark Fiber	Enterprise	Fiber Lease
City of Cortez	Dark Fiber	Enterprise	Shared Bandwidth
City of Cortez	Dark Fiber	Enterprise	Redundant Link
City of Cortez	Dark Fiber	Enterprise	Network Access
City of Cortez	Dark Fiber	Enterprise	Fiber Lease
City of Cortez	Dark Fiber	Enterprise	Fiber Lease
City of Cortez	Dark Fiber	Enterprise	Redundant Link
City of Cortez	Dark Fiber	Enterprise	Fiber Lease
City of Cortez	Dark Fiber	Enterprise	Shared Bandwidth
City of Cortez	Dark Fiber	Enterprise	Redundant Link
City of Cortez	Dark Fiber	Enterprise	Fiber Lease
City of Cortez	Dark Fiber	Enterprise	Redundant Link
City of Cortez	Dark Fiber	Enterprise	Fiber Lease
City of Cortez	Dark Fiber	Enterprise	Redundant Link
City of Cortez	Dark Fiber	Enterprise	Bandwidth
City of Cortez	Dark Fiber	Enterprise	Redundant Link
City of Cortez	Dark Fiber	Enterprise	Network Access
City of Cortez	Dark Fiber	Enterprise	Fiber Lease

City of Cortez	Dark Fiber	Enterprise	Network Access
City of Cortez	Dark Fiber	Enterprise	Fiber Lease
City of Cortez	Dark Fiber	Enterprise	Redundant Link
City of Cortez	Dark Fiber	Enterprise	Fiber Lease
City of Cortez	Dark Fiber	Enterprise	Shared Bandwidth
City of Cortez	Dark Fiber	Enterprise	Redundant Link
City of Cortez	Dark Fiber	Enterprise	Network Access
City of Cortez	Dark Fiber	Enterprise	Fiber Lease
City of Cortez	Dark Fiber	Enterprise	Redundant Link
City of Cortez	Dark Fiber	Enterprise	Fiber Lease
City of Cortez	Dark Fiber	Enterprise	Network Access
City of Cortez	Dark Fiber	Enterprise	Fiber Lease
City of Cortez	Dark Fiber	Enterprise	Redundant Link
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Mesh unit	Direct	Mesh unit
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps

City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	1 Gbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps

City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	1 Gbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	1 Gbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	1 Gbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	1 Gbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	1 Gbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	1 Gbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	1 Gbps
City of Cortez	IP Addresses	Direct	IP Addresses x 13
City of Cortez	Bandwidth	Direct	1 Gbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	1 Gbps

City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	1 Gbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	1 Gbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
City of Cortez	Bandwidth	Direct	100 Mbps
City of Cortez	Customer Premise Eq.	Direct	ONT Rental
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Bandwidth	Wholesale	50 Mbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Bandwidth	Wholesale	100 Mbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	100 Mbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	50 Mbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	0 Mbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	13 Mbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	100 Mbps
Farmers	Phone	Wholesale	POTS
Farmers	Phone	Wholesale	Datavoip
Farmers	Bandwidth	Wholesale	30 Mbps
Farmers	Bandwidth	Wholesale	30 Mbps
Farmers	Bandwidth	Wholesale	30 Mbps
Farmers	Bandwidth	Wholesale	50 Mbps
Farmers	Bandwidth	Wholesale	50 Mbps
Farmers	Bandwidth	Wholesale	50 Mbps
Farmers	Bandwidth	Wholesale	13 Mbps

Farmers	Bandwidth	Wholesale	13 Mbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Bandwidth	Wholesale	13 Mbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	13 Gbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Bandwidth	Wholesale	50 Gbps
Farmers	Bandwidth	Wholesale	30 Gbps
Farmers	Bandwidth	Wholesale	30 Gbps
Farmers	Bandwidth	Wholesale	50 Gbps
Farmers	Bandwidth	Wholesale	100 Mbps
Farmers	Bandwidth	Wholesale	13 Mbps
Farmers	Bandwidth	Wholesale	30 Mbps
Farmers	Bandwidth	Wholesale	100 Mbps
Farmers	Bandwidth	Wholesale	50 Mbps
Farmers	Bandwidth	Wholesale	30 Mbps
Farmers	Bandwidth	Wholesale	50 Mbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Bandwidth	Wholesale	50 Mbps
Farmers	Phone	Wholesale	POTS
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	50 Mbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Bandwidth	Wholesale	50 Mbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	30 Mbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Bandwidth	Wholesale	100 Mbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	50 Mbps
Farmers	Phone	Wholesale	POTS

Farmers	Bandwidth	Wholesale	0 Mbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	30 Mbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	100 Mbps
Farmers	Bandwidth	Wholesale	50 Mbps
Farmers	Bandwidth	Wholesale	13 Mbps
Farmers	Bandwidth	Wholesale	13 Mbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	100 Mbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	30 Mbps
Farmers	Bandwidth	Wholesale	50 Mbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	100 Mbps
Farmers	Bandwidth	Wholesale	100 Mbps
Farmers	Bandwidth	Wholesale	50 Mbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	30 Mbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	50 Mbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Bandwidth	Wholesale	100 Mbps
Farmers	Bandwidth	Wholesale	100 Mbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	30 Mbps
Farmers	Bandwidth	Wholesale	100 Mbps
Farmers	Phone	Wholesale	POTS

Farmers	Bandwidth	Wholesale	100 Mbps
Farmers	Bandwidth	Wholesale	100 Mbps
Farmers	Bandwidth	Wholesale	50 Mbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	13 Mbps
Farmers	Bandwidth	Wholesale	100 Mbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	50 Mbps
Farmers	Bandwidth	Wholesale	100 Mbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	100 Mbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Bandwidth	Wholesale	13 Gbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	100 Mbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Bandwidth	Wholesale	1 Gbps
Farmers	Bandwidth	Wholesale	13 Gbps
Farmers	Phone	Wholesale	POTS
Farmers	Bandwidth	Wholesale	30 Gbps
Farmers	Dark Fiber	Wholesale	Strands of Fiber
Farmers	Dark Fiber	Wholesale	Network Access
Vero	Bandwidth	Wholesale	50 Mbps
Vero	Bandwidth	Wholesale	50 Mbps
Vero	Bandwidth	Wholesale	14 Mbps
Vero	Bandwidth	Wholesale	14 Mbps
Vero	Dark Fiber	Wholesale	Network Access
VelocityNet	Bandwidth	Wholesale	4 Mbps
VelocityNet	Bandwidth	Wholesale	4 Mbps
VelocityNet	Bandwidth	Wholesale	40 Mbps
VelocityNet	Bandwidth	Wholesale	14 Mbps

VelocityNet	Bandwidth	Wholesale	10 Mbps
VelocityNet	Bandwidth	Wholesale	4 Mbps
VelocityNet	Bandwidth	Wholesale	14 Mbps
VelocityNet	Bandwidth	Wholesale	14 Mbps
VelocityNet	Dark Fiber	Wholesale	Network Access
FastTrack	Bandwidth	Wholesale	50 Mbps
FastTrack	Bandwidth	Wholesale	30 Mbps
FastTrack	Bandwidth	Wholesale	50 Mbps
FastTrack	Bandwidth	Wholesale	25 Mbps
FastTrack	Bandwidth	Wholesale	150 Mbps
FastTrack	Bandwidth	Wholesale	100 Mbps
FastTrack	Bandwidth	Wholesale	25 Mbps
FastTrack	Bandwidth	Wholesale	100 Mbps
FastTrack	Bandwidth	Wholesale	100 Mbps
FastTrack	Bandwidth	Wholesale	30 Mbps
FastTrack	Bandwidth	Wholesale	50 Mbps
FastTrack	Bandwidth	Wholesale	10 Mbps
FastTrack	Bandwidth	Wholesale	350 Mbps
FastTrack	Bandwidth	Wholesale	100 Mbps
FastTrack	Bandwidth	Wholesale	10 Mbps
FastTrack	Bandwidth	Wholesale	30 Mbps
FastTrack	Bandwidth	Wholesale	30 Mbps
FastTrack	Dark Fiber	Wholesale	Network Access
FastTrack	Dark Fiber	Wholesale	Strands of Fiber
FastTrack	Dark Fiber	Wholesale	Strands of Fiber
FastTrack	Dark Fiber	Wholesale	Strands of Fiber
Ting	Bandwidth	Wholesale	200 Mbps
Ting	Bandwidth	Wholesale	50 Mbps
Ting	Bandwidth	Wholesale	50 Mbps
Ting	Dark Fiber	Wholesale	Strands of Fiber
Ting	Dark Fiber	Wholesale	Network Access
Osprey	Dark Fiber	Wholesale	Strands of Fiber
Osprey	Dark Fiber	Wholesale	Network Access
Osprey	Dark Fiber	Wholesale	Strands of Fiber
Osprey	Dark Fiber	Wholesale	Strands of Fiber
Data Safe	Dark Fiber	Enterprise	Network Access
Data Safe	Dark Fiber	Enterprise	Strands of Fiber
Data Safe	Dark Fiber	Enterprise	Strands of Fiber
Data Safe	Bandwidth	Enterprise	50 Mbps

SWCOTV	Dark Fiber	Enterprise	Strands of Fiber
SWCOTV	Dark Fiber	Enterprise	Network Access
SWCOTV	Dark Fiber	Enterprise	Shared Bandwidth
SWCOTV	Bandwidth	Enterprise	1 Gbps
Mammoth	Dark Fiber	Wholesale	Strands of Fiber
Mammoth	Dark Fiber	Wholesale	Network Access
Mammoth	Dark Fiber	Wholesale	Strands of Fiber
Mammoth	Dark Fiber	Wholesale	Strands of Fiber
CDOT	Dark Fiber	Enterprise	Strands of Fiber
CDOT	Dark Fiber	Enterprise	Strands of Fiber
Montezuma County	Dark Fiber	Enterprise	Fiber Link Connection
Montezuma County	Dark Fiber	Enterprise	Fiber Link Connection
Montezuma County	Dark Fiber	Enterprise	Fiber Link Connection
Montezuma County	Dark Fiber	Enterprise	Fiber Link Connection
Montezuma County	Dark Fiber	Enterprise	Fiber Link Connection
Montezuma County	Dark Fiber	Enterprise	Fiber Link Connection
Montezuma County	Dark Fiber	Enterprise	Fiber Link Connection
Montezuma County	Dark Fiber	Enterprise	Fiber Link Connection
Montezuma County	Dark Fiber	Enterprise	Network Access

City of Cortez Retained Customers + Services

Customer Name	Service	Customer Type	Description: Speed
Hospital	Dark Fiber	Enterprise	BGP Redundant Link
City of Cortez	Dark Fiber	Enterprise	Roof Top Rent
City of Cortez	Dark Fiber	Enterprise	Electric
City of Cortez	Dark Fiber	Enterprise	Telco Hut
City of Cortez	Dark Fiber	Enterprise	Telco Hut
City of Cortez	Dark Fiber	Enterprise	Electric
City of Cortez	Dark Fiber	Enterprise	Roof Top Rent
City of Cortez	Dark Fiber	Enterprise	Electric
City of Cortez	Dark Fiber	Enterprise	Dish Access
City of Cortez	Dark Fiber	Enterprise	Mount Space
City of Cortez	Dark Fiber	Enterprise	Electric
City of Cortez	Dark Fiber	Enterprise	Dish Access

City of Cortez	Dark Fiber	Enterprise	Mount Space
City of Cortez	Dark Fiber	Enterprise	Electric
City of Cortez	Dark Fiber	Enterprise	Dish Access
City of Cortez	Dark Fiber	Enterprise	Mount Space
City of Cortez	Dark Fiber	Enterprise	Electric
Farmers	Dark Fiber	Wholesale	CO Location fee
Farmers	Dark Fiber	Wholesale	Rack Fee
Farmers	Dark Fiber	Wholesale	Electric
Vero	Dark Fiber	Wholesale	CO Location fee
Vero	Dark Fiber	Wholesale	Rack Fee
Vero	Dark Fiber	Wholesale	Electric
VelocityNet	Dark Fiber	Wholesale	CO Location fee
VelocityNet	Dark Fiber	Wholesale	Rack Fee
VelocityNet	Dark Fiber	Wholesale	Electric
VelocityNet	Dark Fiber	Wholesale	Dish/Sector Rate
VelocityNet	Dark Fiber	Wholesale	Mount Space
VelocityNet	Dark Fiber	Wholesale	Electric
VelocityNet	Dark Fiber	Wholesale	Dish/Sector Rate
VelocityNet	Dark Fiber	Wholesale	Electric
VelocityNet	Dark Fiber	Wholesale	Dish/Sector Rate
VelocityNet	Dark Fiber	Wholesale	Electric
FastTrack	Dark Fiber	Wholesale	CO Location fee
FastTrack	Dark Fiber	Wholesale	Rack Fee
FastTrack	Dark Fiber	Wholesale	Electric
Ting	Dark Fiber	Wholesale	CO Location fee
Ting	Dark Fiber	Wholesale	Rack Fee
Ting	Dark Fiber	Wholesale	Electric
Osprey	Dark Fiber	Wholesale	Rack Fee
Osprey	Dark Fiber	Wholesale	CO Location fee
Data Safe	Dark Fiber	Enterprise	CO Location fee
Data Safe	Dark Fiber	Enterprise	Rack Fee
Data Safe	Dark Fiber	Enterprise	Electric
SWCOTV	Dark Fiber	Enterprise	BGP Redundant Link
Visionary	Dark Fiber	Wholesale	Dish/Sector Rate
Visionary	Dark Fiber	Wholesale	Electric
Visionary	Dark Fiber	Wholesale	Dish/Sector Rate
Visionary	Dark Fiber	Wholesale	Electric
Visionary	Dark Fiber	Wholesale	Dish/Sector Rate
Visionary	Dark Fiber	Wholesale	Electric
Visionary	Dark Fiber	Wholesale	Dish/Sector Rate
Visionary	Dark Fiber	Wholesale	Electric

Mammoth	Dark Fiber	Wholesale	CO Location fee
Mammoth	Dark Fiber	Wholesale	Rack Fee
Mammoth	Dark Fiber	Wholesale	Electric
Mammoth	Dark Fiber	Wholesale	Rack Fee
Nimbus	Dark Fiber	Wholesale	CO Location fee
Nimbus	Dark Fiber	Wholesale	Rack fee
Nimbus	Dark Fiber	Wholesale	Electric
Nimbus	Dark Fiber	Wholesale	Dish Access
Nimbus	Dark Fiber	Wholesale	Mount Space
Nimbus	Dark Fiber	Wholesale	Electric
Nimbus	Dark Fiber	Wholesale	Dish Access
Nimbus	Dark Fiber	Wholesale	Mount Space
Nimbus	Dark Fiber	Wholesale	Electric
Montezuma Water	Dark Fiber	Enterprise	Dish/Sector Rate
Montezuma Water	Dark Fiber	Enterprise	Mount Space
Montezuma Water	Dark Fiber	Enterprise	Electric
Montezuma County	Dark Fiber	Enterprise	CO Location fee
Montezuma County	Dark Fiber	Enterprise	BGP Redundant Link
Cortez Library	E-rate	Enterprise	no speed listed
Cortez Library	E-rate	Enterprise	no speed listed
Cortez Library	Bandwidth	Enterprise	1 Gbps
Fire Dept	Dark Fiber	Enterprise	Fiber Lease
Fire Dept	Dark Fiber	Enterprise	Shared Bandwidth
Fire Dept	Dark Fiber	Enterprise	Redundant Link
Fire Dept	Dark Fiber	Enterprise	Network Access

Any additional customers currently served by the City that are not listed above shall be assigned to Vero as soon as reasonably possible.

**Exhibit H
Transferred Inventory and Equipment**

OUTSIDE PLANT FIBER INVENTORY		
Part #	Description	On Hand
100-01142	SC/APC pigtail	22
100-03893	Indoor UPS Power cord 7 pin to 8 pin ONT	8
100-05159	711GE ONT Module, old #100-03246	10
100-05162	717GE ONT Module, old #100-03249	10
100-01486	762GX ONT Module	2
100-01551	766GX ONT Module	0
100-01299	760 ONT Enclosure	0
100-05030	804Mesh Wifi Extender	0
100-01578	SFU ONT Enclosure w/splice tray	8
100-00997	Replaced by 100-05499 CS24C12V2-E - white	0
100-03826	UPS SFU Indoor 12v 7.2ah 24w CSN27U12V-NA2 - white	8
100-05499	UPS SFU Outdoor 12v 7.2ah 30w Replaces 100-00997	7
100-05564	UPS MDU Indoor 48v 20ah 50w CS50U48V - New #100-05564	2
100-01314	UPS to ONT power cable type 2	5
000-00844	844G-1 GigaCenter, 2 POTS, 4 GE, Consists of: 100-04011 & 100-04125	15
000-00951	803G GigaPoint, 1 GE, 1 POTS - AM Type A Power adapter, 100-04255	8
A51343-000	Replacement O-Ring for 450B	0
497817-000	Splice tray for 450A	14
863927-000	Splice tray for 450B	7

693979-000	Fusion splice sleeves 100/pkg	2
381107-000	Replacement O-Ring for 450A	1
XJ261N-000	Quick install Gel plugs 4-wire	12
H3048-30	Fiber handhold 'A' 30x48x30	17
H2436-30	Fiber handhold 'B' 24x36x30	2
1324-18	Fiber handhold 'C' 13x24x18	2
GLB1620181B11	Channel Grade Level Box Plastic HandHold	8
2-159530-2500	SDR11 Conduit 1-1/2" id	21000
5-170109-5000	SDR11 Conduit 3/4" id	6000
A08617-000	FOSC450A4-4-NT-0-A1V Closure	16
186070-000	FOSC450B6-6-24-0-BOV Closure	11
RH0210-000	FOSC450C6-6-24-1-COV Closure	8
A42788-000	FOSC450D6-6-36-0-DOV Closure	3
300520608	OFS Orbital 3ft Pedestal	0
TTSC/APC-SC/APC	Corning SMF-28 Ultra OS2, I/O, Riser, UV resistant, white jacket 100ft	0
PS1236DT-B	PSI NXG-PRO DT 36watt UPS - black	0
PS7P8M-C-4	PSI Calix premade ONT cord for 844/854	5
FS-AA1-001-CZZ-DZZ-100	Clearfield Pushable patchcord 100ft	0
FS-AA1-001-CZZ-DZZ-150	Clearfield Pushable patchcord 150ft	0
LPC1-A-SCANUC-8T7T-1-250	OFS Flat Drop Cable Assembly - 250ft	7

LPC1-A-SCAUNC-8T7T-1-500	OFS Flat Drop Cable Assembly - 500ft	8
LPC1-A-SCAUNC-8T7T-1-750	OFS Flat Drop Cable Assembly - 750ft	4
FPS-MPP1AJJ	1X32 Splitter	2
AT3BE12YT-012	Fortex single jacket Allwave SM fiber	1000
AT3BE12YT-024	Fortex single jacket Allwave SM fiber	1000
AT3BE12YT-036	Fortex single jacket Allwave SM fiber	1000
AT3BE12YT-048	Fortex single jacket Allwave SM fiber	1000
AT3BE12YT-060	Fortex single jacket Allwave SM fiber	1000
AT3BE12YT-072	Fortex single jacket Allwave SM fiber	1000
AT3BE12YT-096	Fortex single jacket Allwave SM fiber	1000
AT3BE12YT-144	Fortex single jacket Allwave SM fiber	1000
AT3EBE8T7X-002	Non-tonable 2 strand flat drop fiber	10000
AT3BE8TX-006	Non-tonable 6 strand flat drop fiber	160
FD3-AE288J006BBP4N	288 Orbital Pedestal Comscope	0
FD3-AC144J00GABP2M	144 Pedestal Comscope	0
288	Comfort Air Pedestal	0
	Cabinet Snow Extensions	
144	Comfort Air Pedestal	0

EQUIPMENT		
FIBER ASSETS		
Part #	Description	On Hand
	Smaller 2 Reel trailer	1
	Peluse Splicing trailer	1
FTB-200V2	Tester (Fast)	1
XFO	2-SZ-RF (FTB 200)	
FIP-400	Probe	1
FOT930	Tester OTDR	1
ILSINTECH SI	Fusion machine	1
Swift F1	Splicer	1
KF4A	Fiber holders battery	1
KF4A	Ilsintech all in one	1

EXHIBIT I INSURANCE

1. At all times during the Term of this Agreement, Vero, and any subcontractor, agent, or employee thereof, shall maintain, at its own cost, and provide evidence of if requested by the City, the following minimum insurance coverages:

a. **Workers Compensation Insurance.** Vero and each subcontractor shall carry Workers Compensation Insurance, as required by the Workers' Compensation Act of Colorado, to cover liabilities under the law of the State of Colorado in connection with the services performed under this Agreement. Vero and each subcontractor, if applicable, shall carry a separate policy.

b. **Commercial General Liability Insurance.** Vero and each subcontractor, if any, shall carry Commercial General Liability Insurance, which shall include blanket contractual liability coverage. Such insurance shall be in an amount of not less than \$1,000,000 for each occurrence and \$2,000,000 general aggregate in combined single limit coverage for bodily injury and broad form property damage.

c. **Automobile Liability Insurance.** Vero and each subcontractor, if applicable, shall carry Automobile Liability Insurance to include owned, non-owned and hired vehicles used in the performance of services under this Agreement. Such insurance shall be in an amount of not less than \$1,000,000 per occurrence and \$1,000,000 general aggregate and combined single limit coverage for bodily injury and property damage.

d. The required Commercial General Liability and Automobile Liability policies shall:

(1) name the City as an additional insured for coverage only, with no premium payment obligation; and

(2) provide that the coverage for the City shall not be impaired by Vero's or any subcontractor's failure to comply with any of the terms or conditions of the policy. Vero and each subcontractor shall provide Certificates of Insurance (and renewal thereof) demonstrating that the required coverages have been obtained. Vero shall not allow any subcontractor, agent or employee to commence work on the Project until appropriate Certificates of Insurance have been obtained and approved by the City or the City has modified or waived the insurance coverage requirements. The coverages specified in each Certificate of Insurance shall not be terminated, reduced, or modified without providing at least thirty (30) days' prior written notice to the City.

e. The policies required above shall be primary insurance, and any insurance carried by the City, its elected officials, or its employees, shall be excess and not contributory insurance to that provided by Vero or its subcontractors.

2. The City shall obtain, and maintain at all times during the Term of this Agreement, insurance in the following kinds and amounts:

a. Standard Worker's Compensation and Employer Liability as required by State statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.

b. General, Personal Injury, and Automobile Liability (including bodily injury, personal injury, and property damage) in amounts not less than the liability limit set forth in the Colorado Governmental Immunity Act, Section 24-10-101, et. seq. as the same now exists or may hereafter be amended. Liability limits are currently in the amounts of \$424,000 for any injury to one person in any single occurrence and \$1,195,000 for injury for two or more persons in any single occurrence; except that, in such instances, no person may recover in excess of \$424,000.

(1) Combined minimum single limit of \$600,000 if written on an occurrence basis.

(2) Any aggregate limit will not be less than \$600,000.

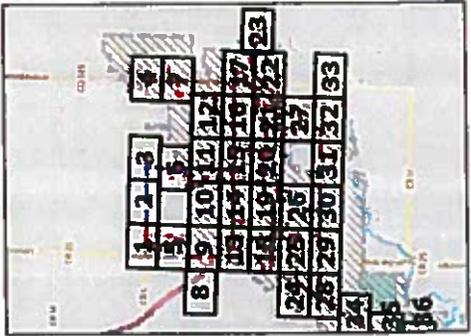
(3) Combined minimum single limit of \$600,000 for policies written on a claim made basis. The policy shall include an endorsement, certificate, or other evidence that coverage extends a minimum of two years beyond the performance period of the Agreement.



LEGEND

- Fiberwork Sites
- Cabinet
- NOC
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- Pedestal
- Infrastructure Points
- Handhole
- Termination (ONT)
- City Limits
- Pullbox
- Fiber Layer Placement**
- Overhead
- Underground
- Conduit Layer**
- Conduit Count x Size**
- 1x3/4"
- 1x2"
- 2x2"
- 3x2"

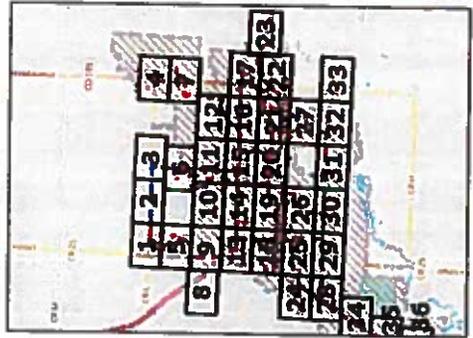
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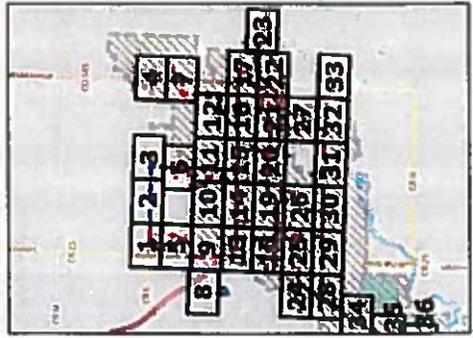




LEGEND

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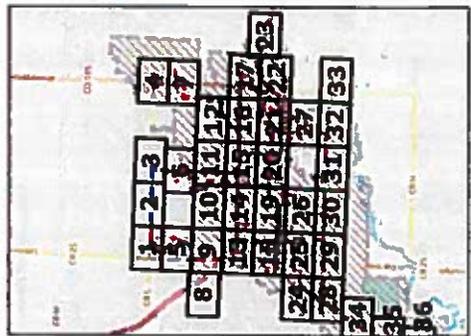




LEGEND

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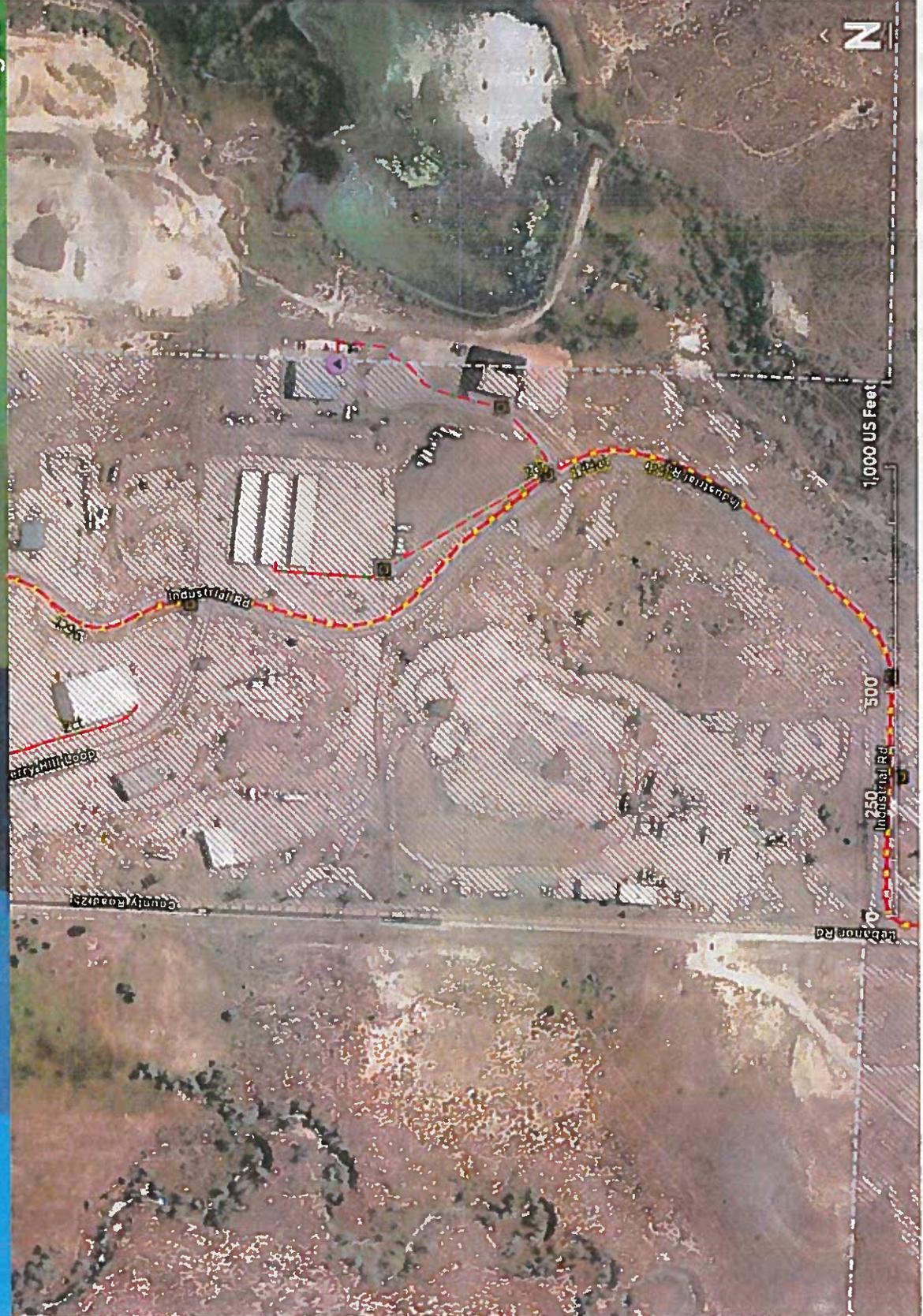
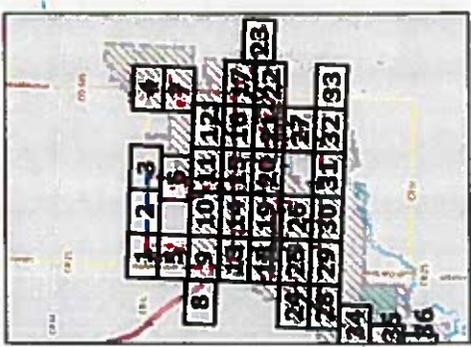




LEGEND

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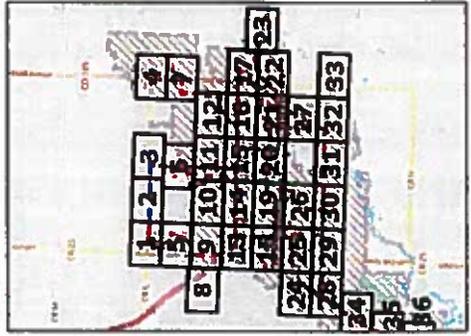




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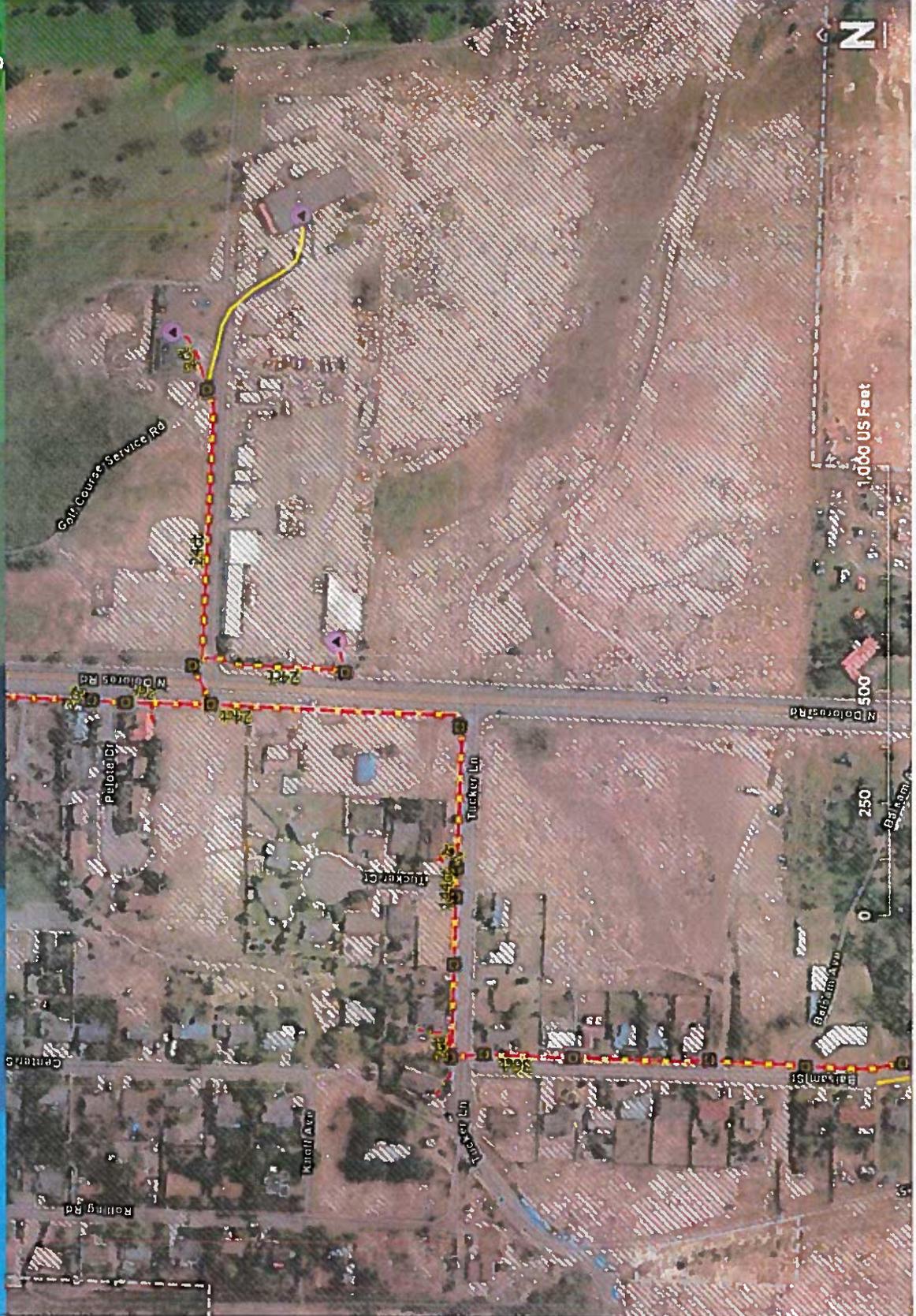
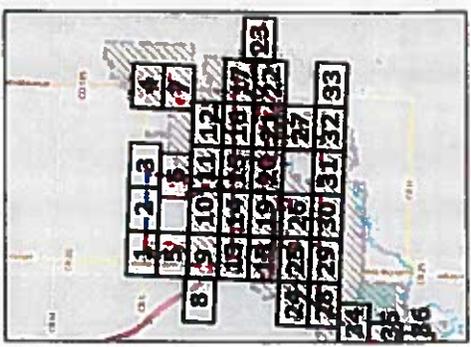




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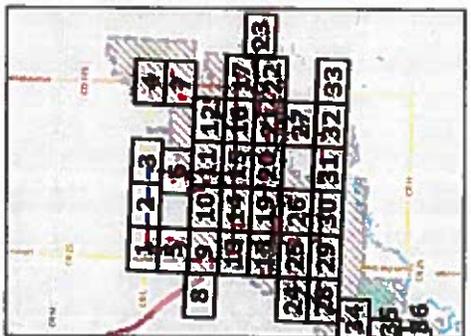




LEGEND

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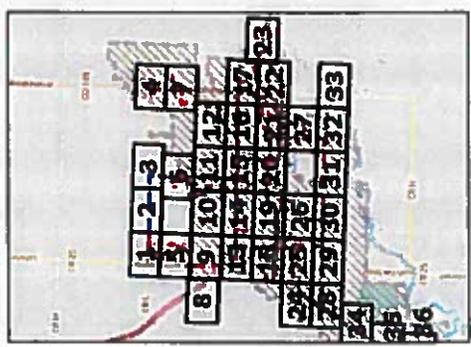




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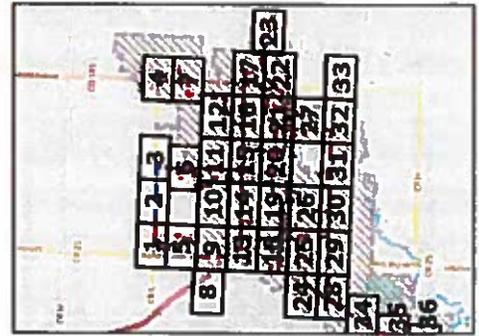
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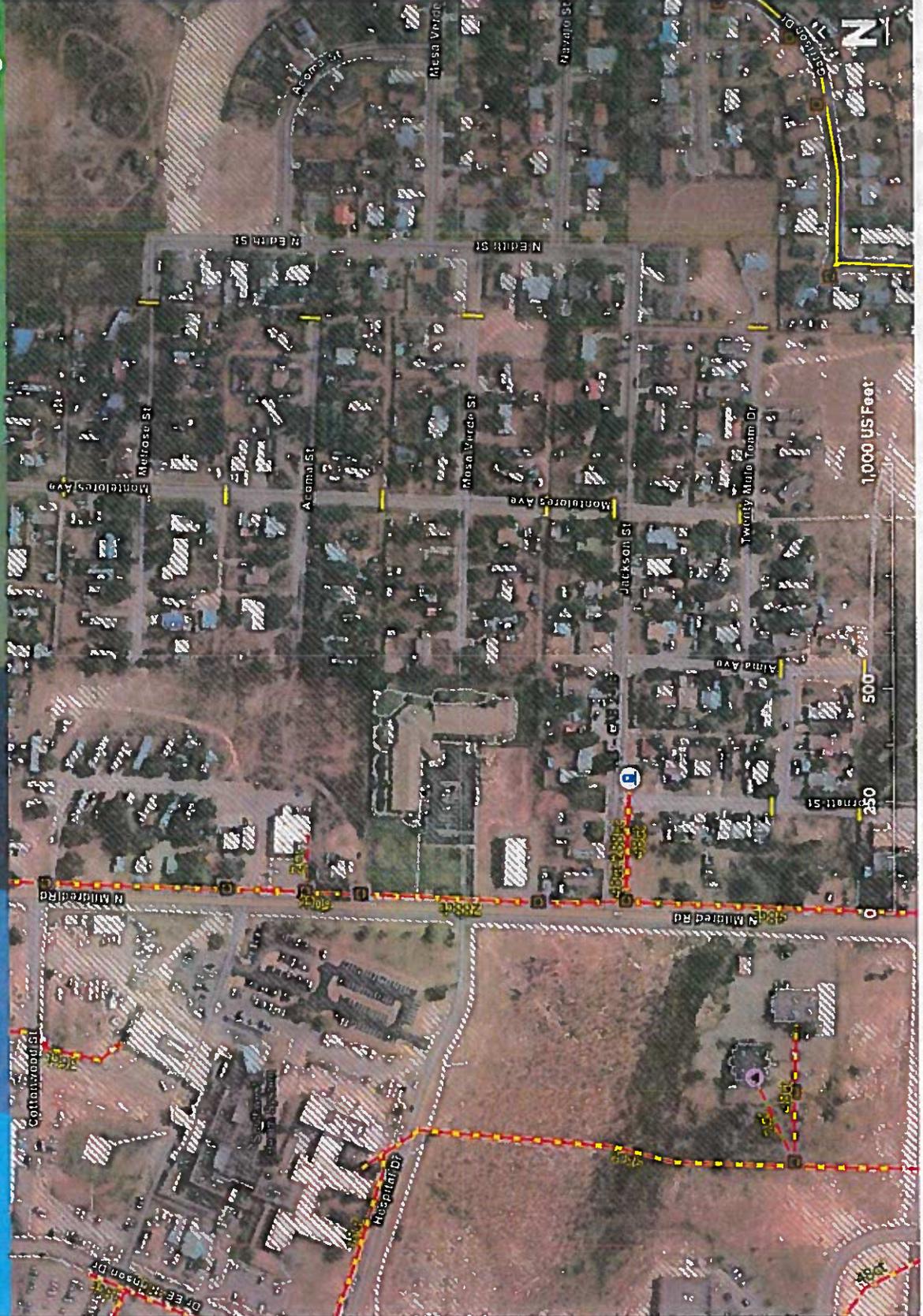
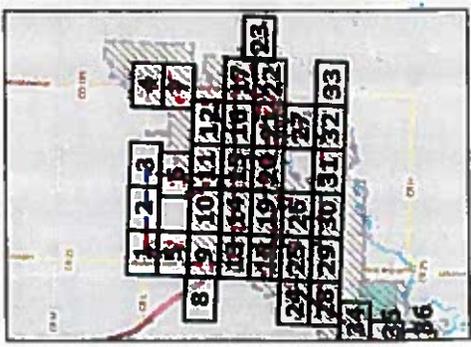




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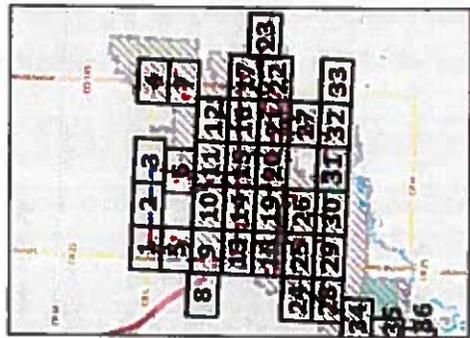
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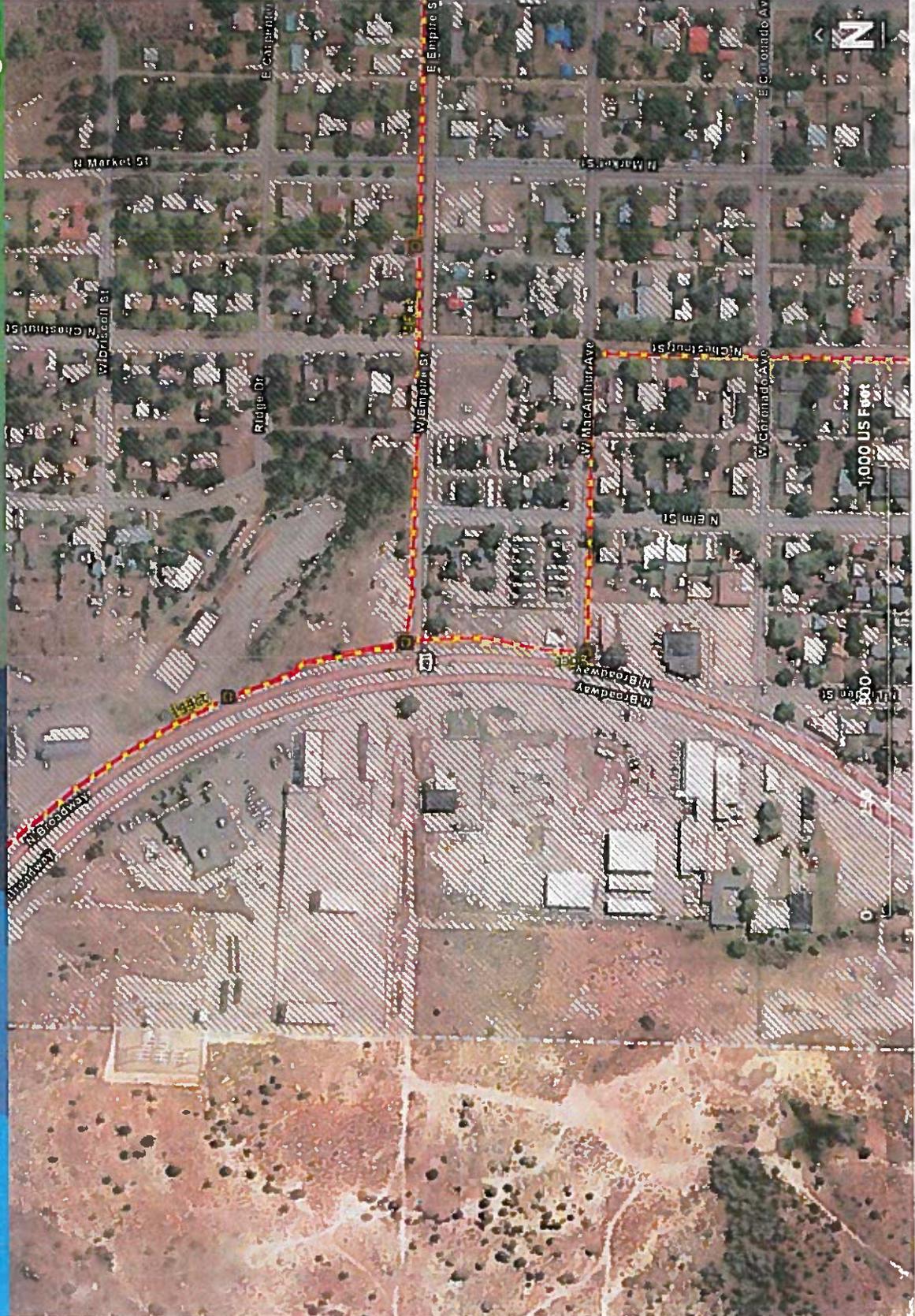
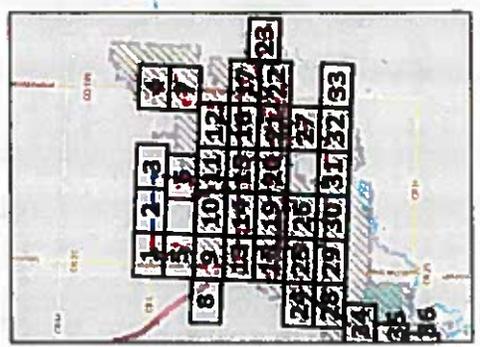




LEGEND

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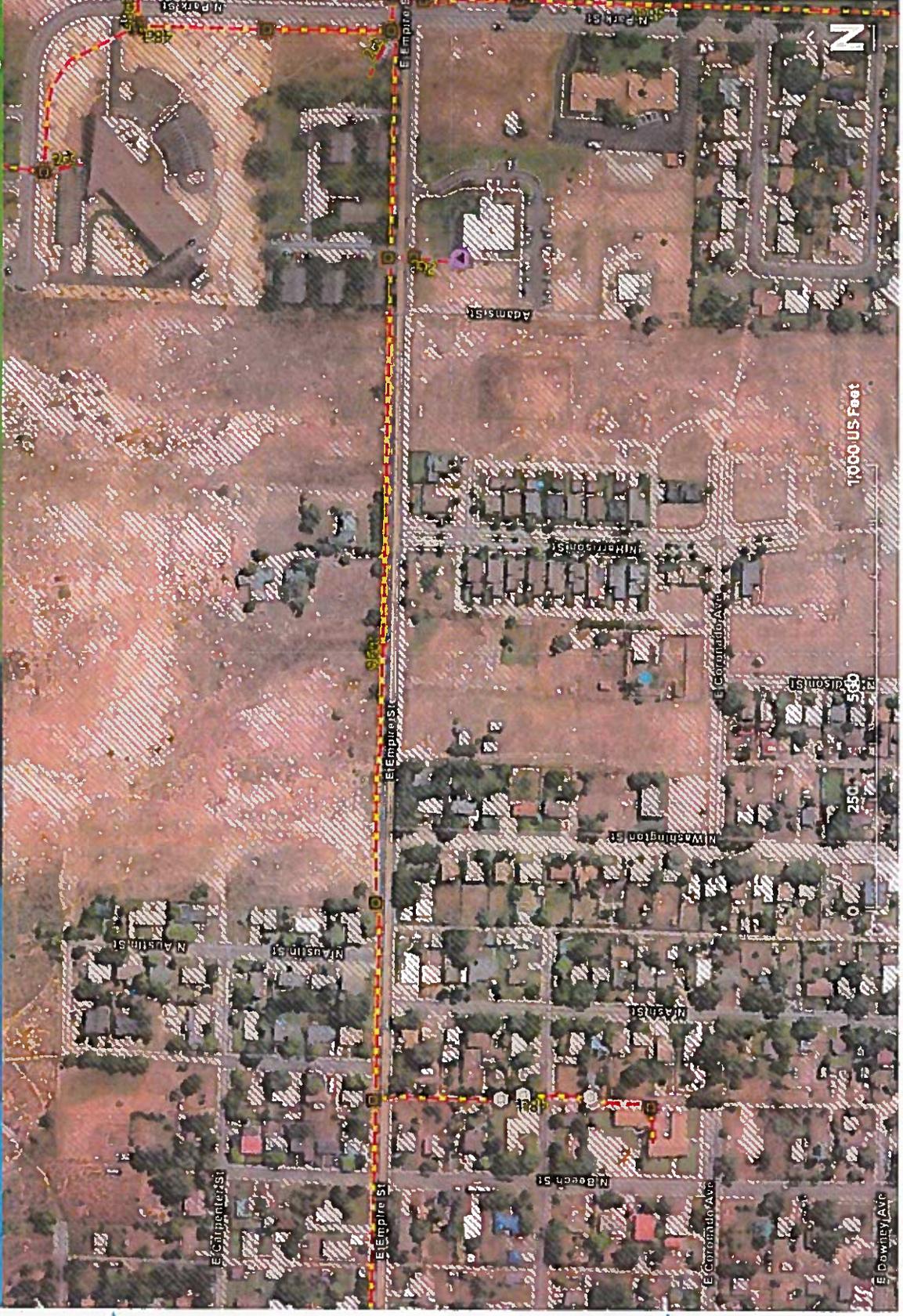
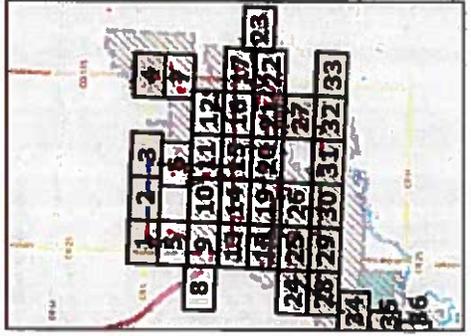
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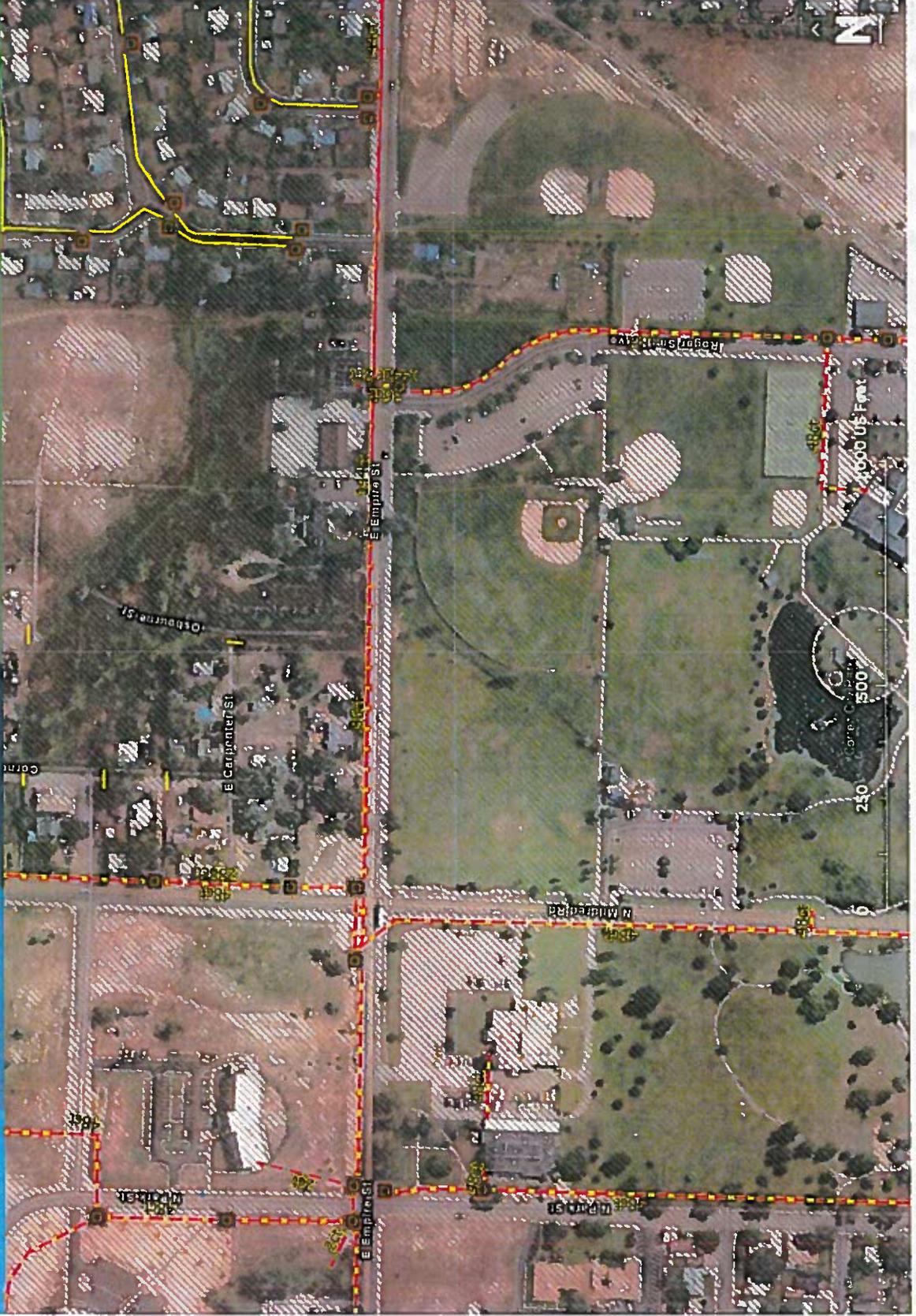
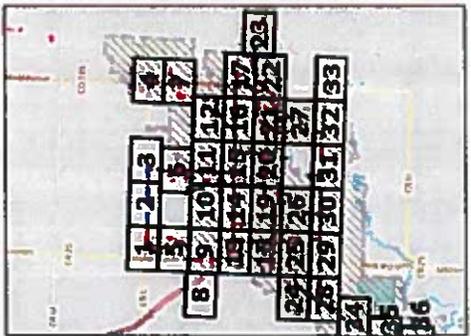




LEGEND

- Network Sites
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- 3x2"

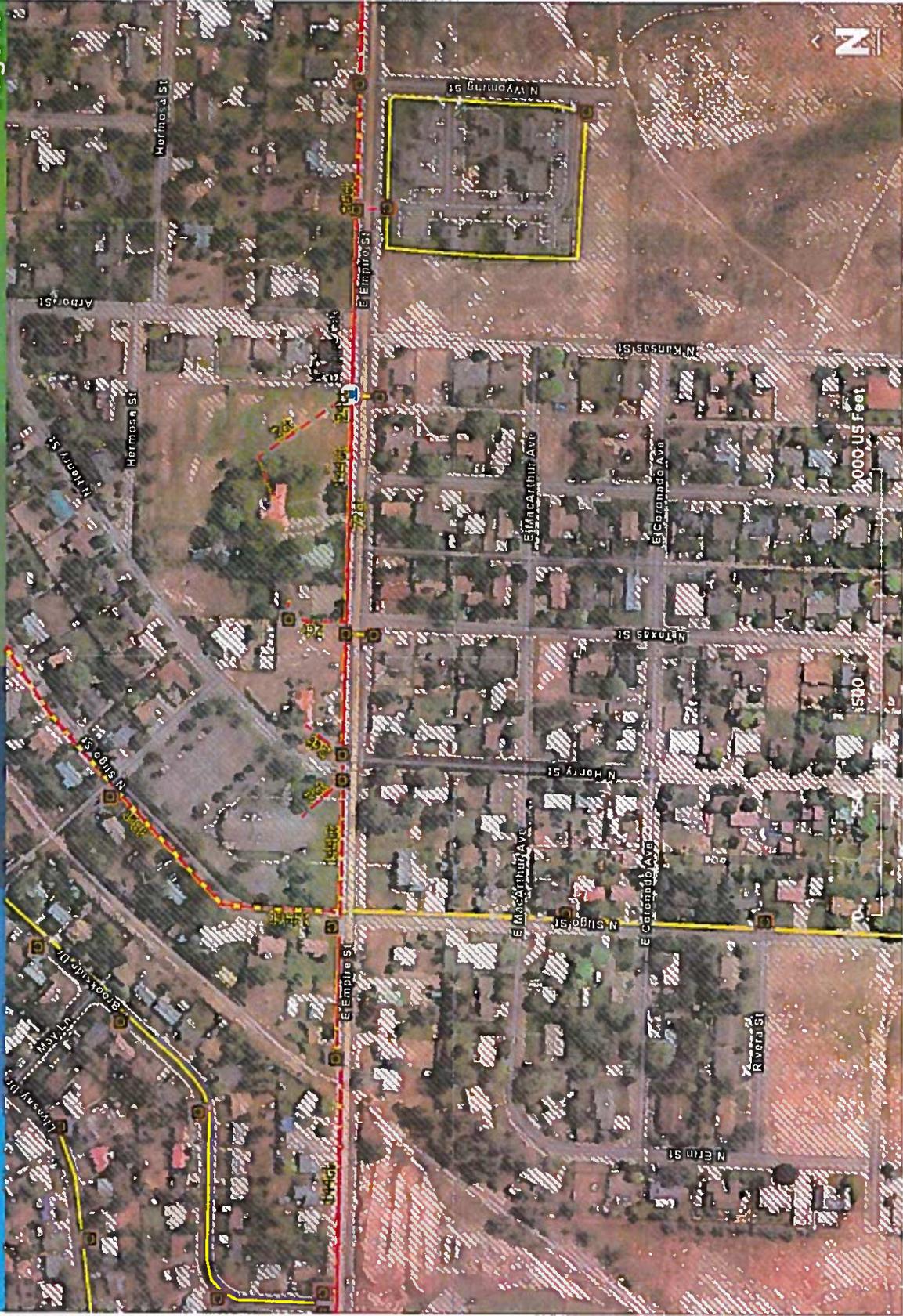
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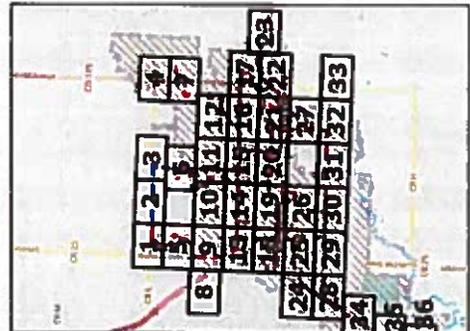


LEGEND

- Fiber Line
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- City Units



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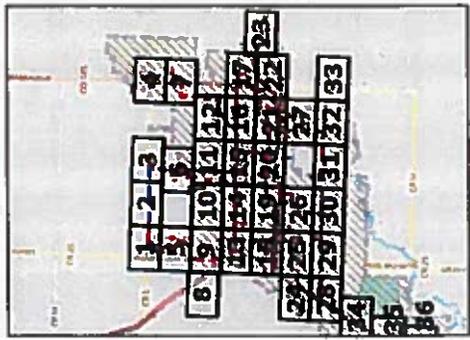


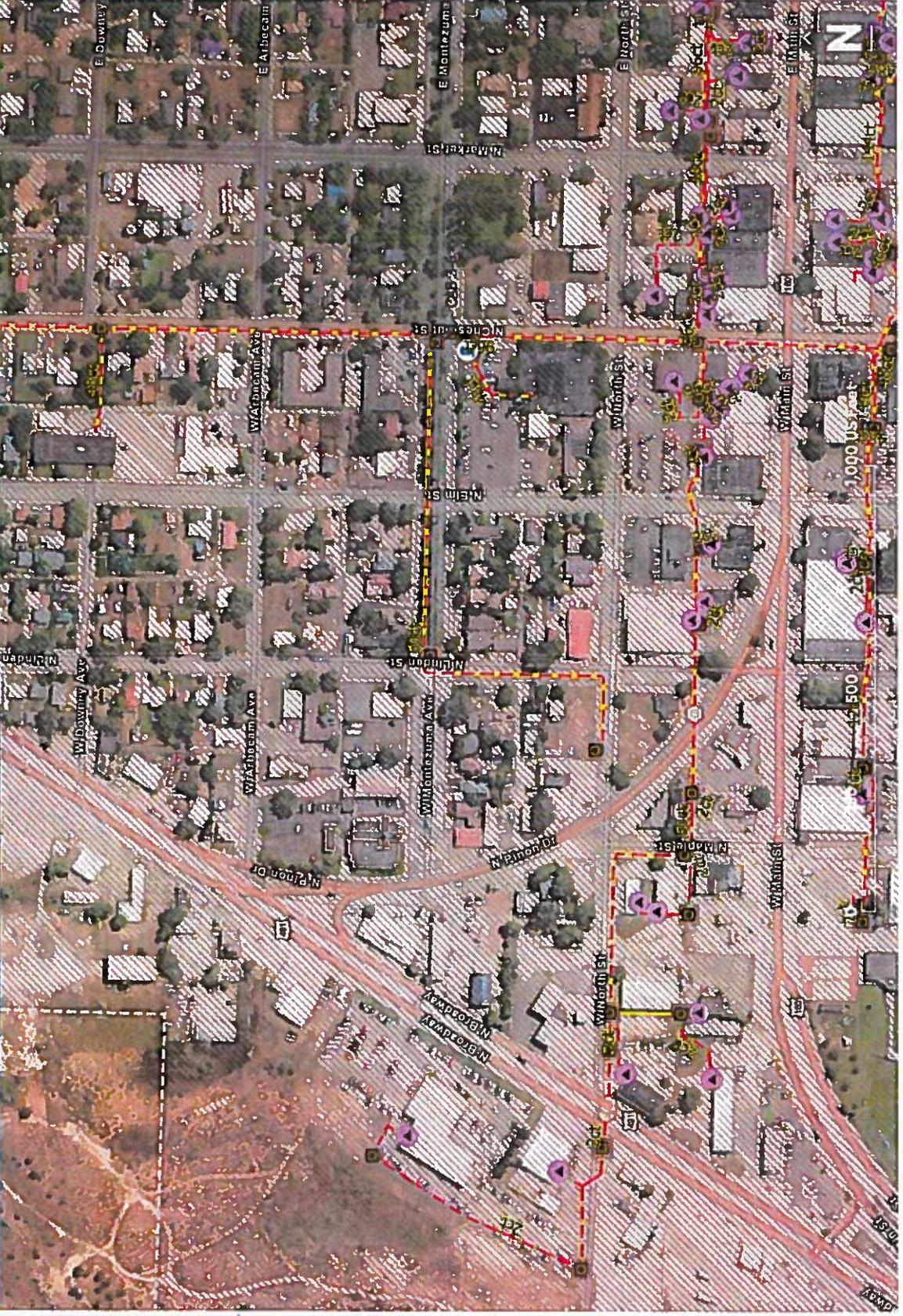


LEGEND

- Network Sites
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- City Limits

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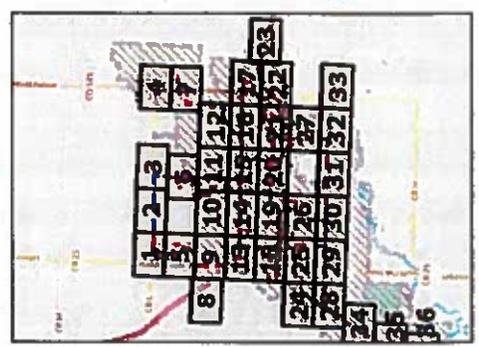




LEGEND

- Network Sites
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- Pedestal
- Infrastructure Points
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- City Limits
- Pullbox
- Fiber Layer Placement
- Overhead
- Underground
- Conduit Layer
- Conduit Count x Size
 - 1x3/4"
 - 1x2"
 - 2x2"
 - 3x2"

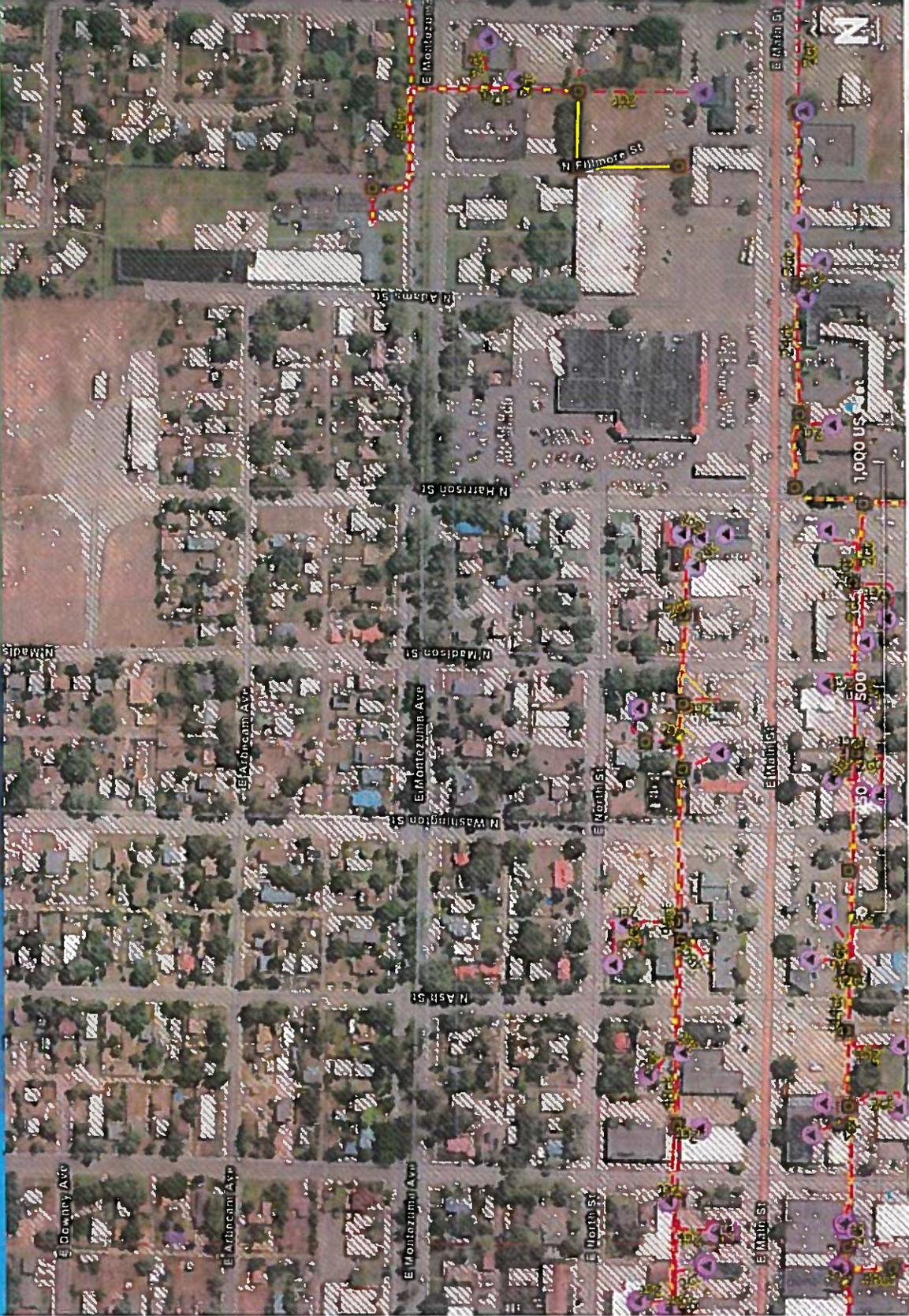
INDEX MAP



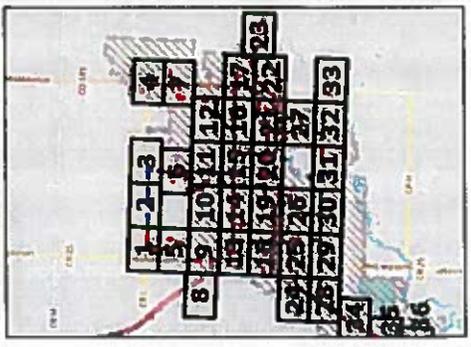


LEGEND

- Network Sites
- Cabinet
- NOC
- CHL
- Pedestal
- Infrastructure Points
- Holehole
- Termination (ONT)
- City Limits
- Pulbox
- Fiber Layer Placement**
- Overhead
- Underground
- Conduit Layer**
- 123/4"
- 1x3"
- 2x2"
- 3x2"



INDEX MAP

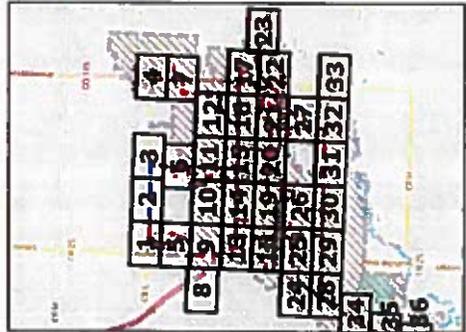




LEGEND

- Network Sites
- Cabinet
- NOC
- CNL
- Pedestal
- Infrastructure Points
- Handhole
- Termination (ONT)
- City Limits
- Pullbox
- Fiber Layer Placement
- Overhead
- Underground
- Conduit Layer
- Conduit Count x Size
- 1x3/4"
- 1x2"
- 2x2"
- 3x2"

INDEX MAP

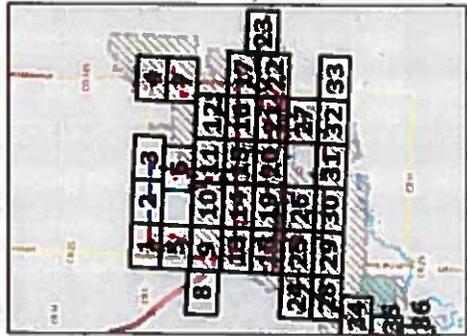




LEGEND

- Network Sites
- Cabinet
- NOC
- CNL
- Pedestal
- Infrastructure Points
- Manhole
- Termination (ONT)
- City Limits
- Pullbox
- Fiber Layer Placement
- Overhead
- Underground
- Conduit Layer
- Conduit Count x Size
 - 1x3/4"
 - 1x2"
 - 2x2"
 - 3x2"

INDEX MAP

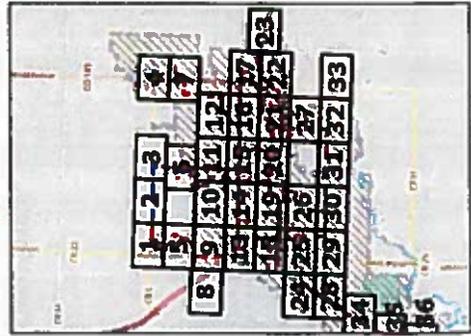




LEGEND

- Network Sites
- Cabinet
- HOC
- CHL
- Pedestal
- Infrastructure Points
- Handhole
- Termination (ONT)
- Pullbox
- Fiber Layer Placement**
 - Overhead
 - Underground
- Conduit Layer**
- Conduit Count x Size**
 - 1x3/4"
 - 1x2"
 - 2x2"
 - 3x2"
- City Limits

INDEX MAP



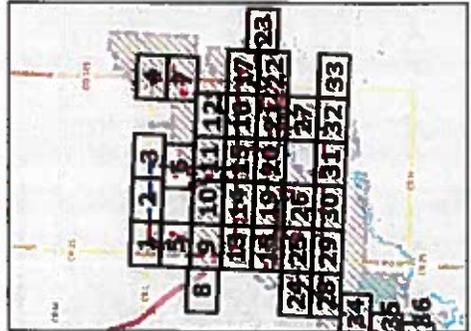


clearnetworkx

LEGEND

- Network Sites
- Cabinet
- NOC
- CHL
- Pedestal
- Infrastructure Points
- Handhole
- Termination (GNT)
- City Limits
- Pullbox
- Fiber Layer Placement
 - Overhead
 - Underground
- Conduit Layer Conduit Count & Size
 - 1x3/4"
 - 1x2"
 - 2x2"
 - 3x2"

INDEX MAP

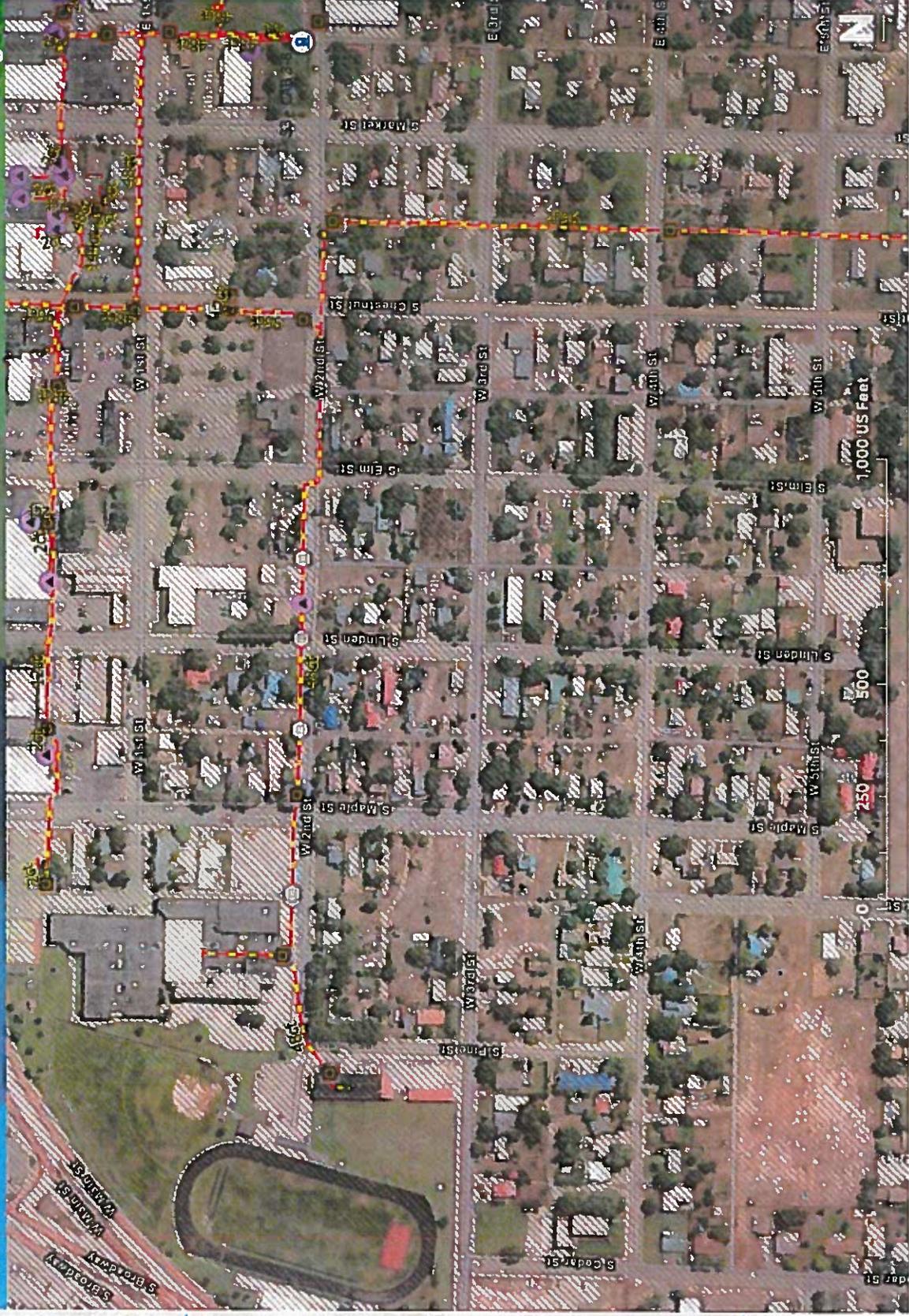
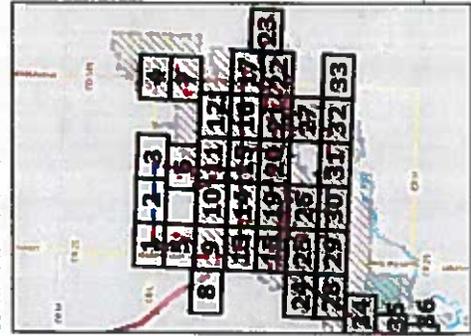




LEGEND

- Cabinet
- HOC
- CNL
- Pedestal
- Infrastructure Points
- Manhole
- Termination (ONT)
- City Units
- Pulbox
- Fiber Layer Placement**
 - Overhead
 - Underground
- Cable Layer Placement**
 - Overhead
 - Underground
- Cable Count x Size**
 - 1x2"
 - 2x2"
 - 3x2"

INDEX MAP

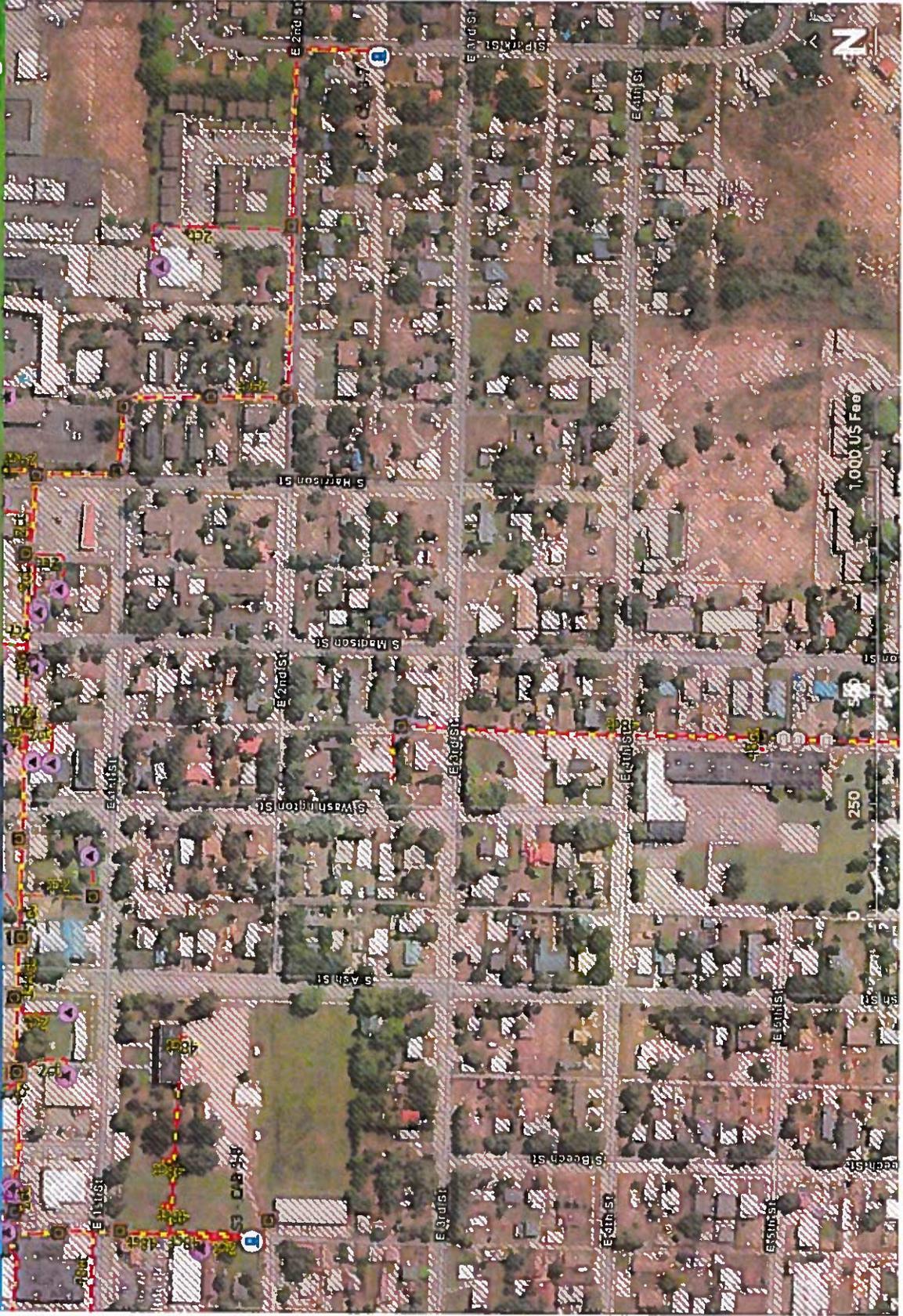
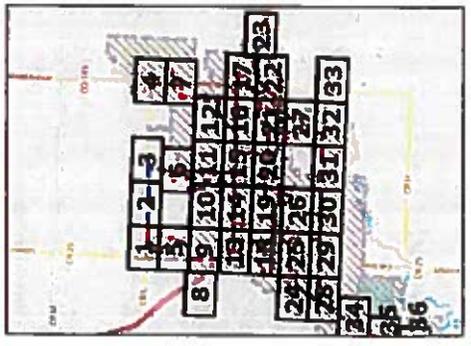




LEGEND

- Network Sites
- Cabinet
- NOC
- CNL
- Pedestal
- Infrastructure Points
- Handhole
- Termination (ONT)
- City Limits
- Pulbox
- Fiber Layer Placement**
- Overhead
- Underground
- Conduit Layer**
- Conduit Count x Size**
- 1x3/4"
- 1x2"
- 2x2"
- 3x2"

INDEX MAP

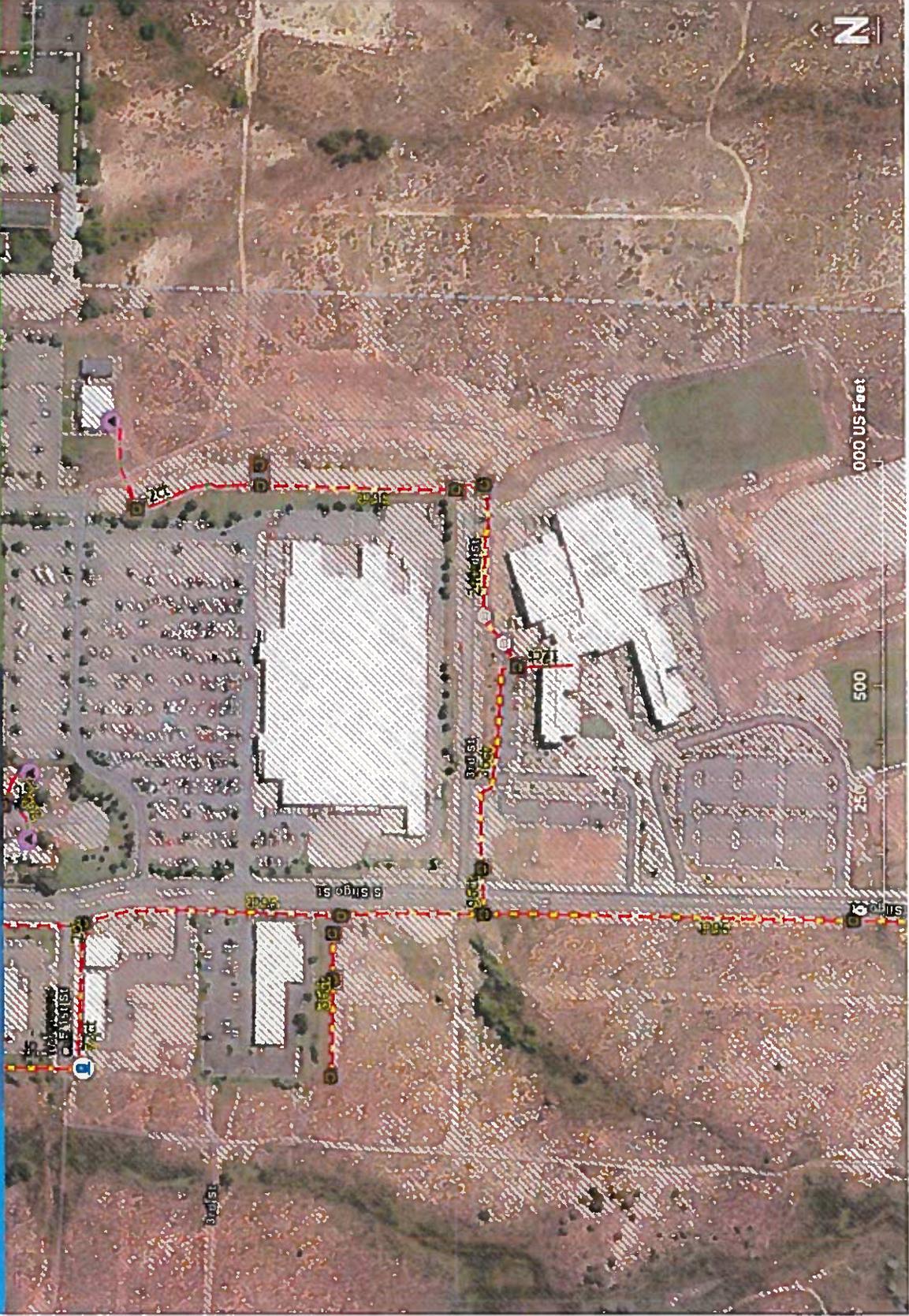
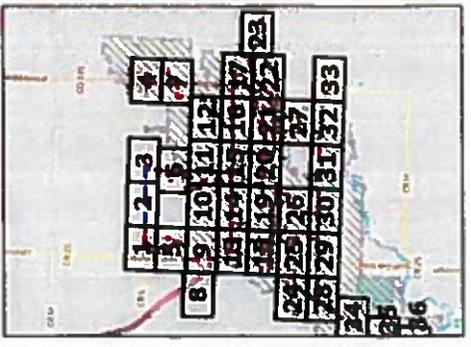




LEGEND

- Network Sites
- Cabinet
- NOC
- CNL
- Pedestal
- Infrastructure Points
- Manhole
- Termination (ONT)
- City Limits
- Pullbox
- Fiber Layer Placement**
 - Overhead
 - Underground
- Cable Layer Placement**
 - 1x3/4"
 - 1x2"
 - 2x2"
 - 3x2"

INDEX MAP

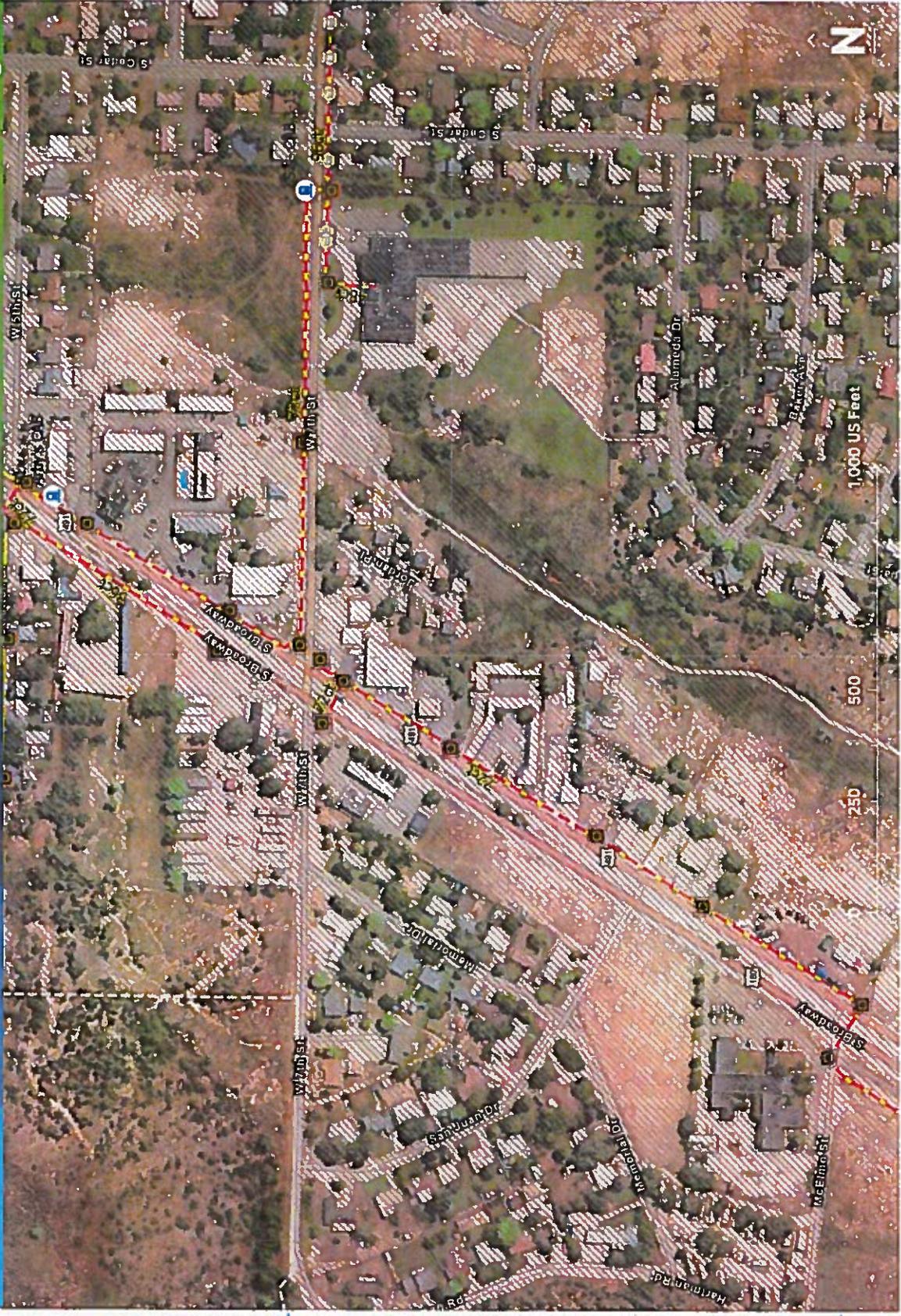
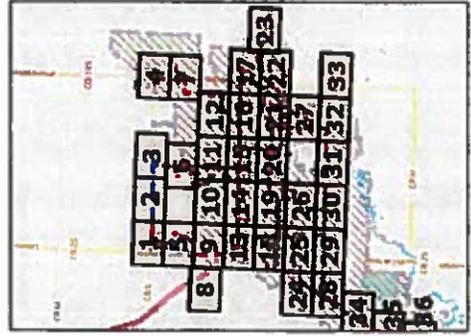




LEGEND

- Network Sites
- Cabinet
- NOC
- CNL
- Pedestal
- Infrastructure Points
- Handhole
- Termination (ONT)
- City Limits
- Pulbox
- Fiber Layer Placement**
 - Overhead
 - Underground
- Conduit Layer**
Conduit Count x Size
 - 1x1/8"
 - 1x2"
 - 2x2"
 - 3x2"

INDEX MAP

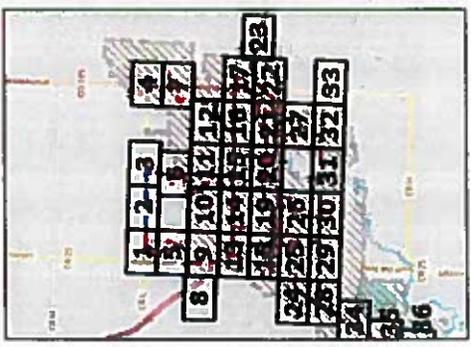




LEGEND

- Network Sites
- Cabinet
- NOC
- CHL
- Pedestal
- Infrastructure Points
- Manhole
- Termination (ONT)
- City Limits
- Pulbox
- Fiber Layer Placement
- Overhead
- Underground
- Conduit Layer
- Conduit Count x Size
 - 1x3/4"
 - 1x2"
 - 2x2"
 - 3x2"

INDEX MAP

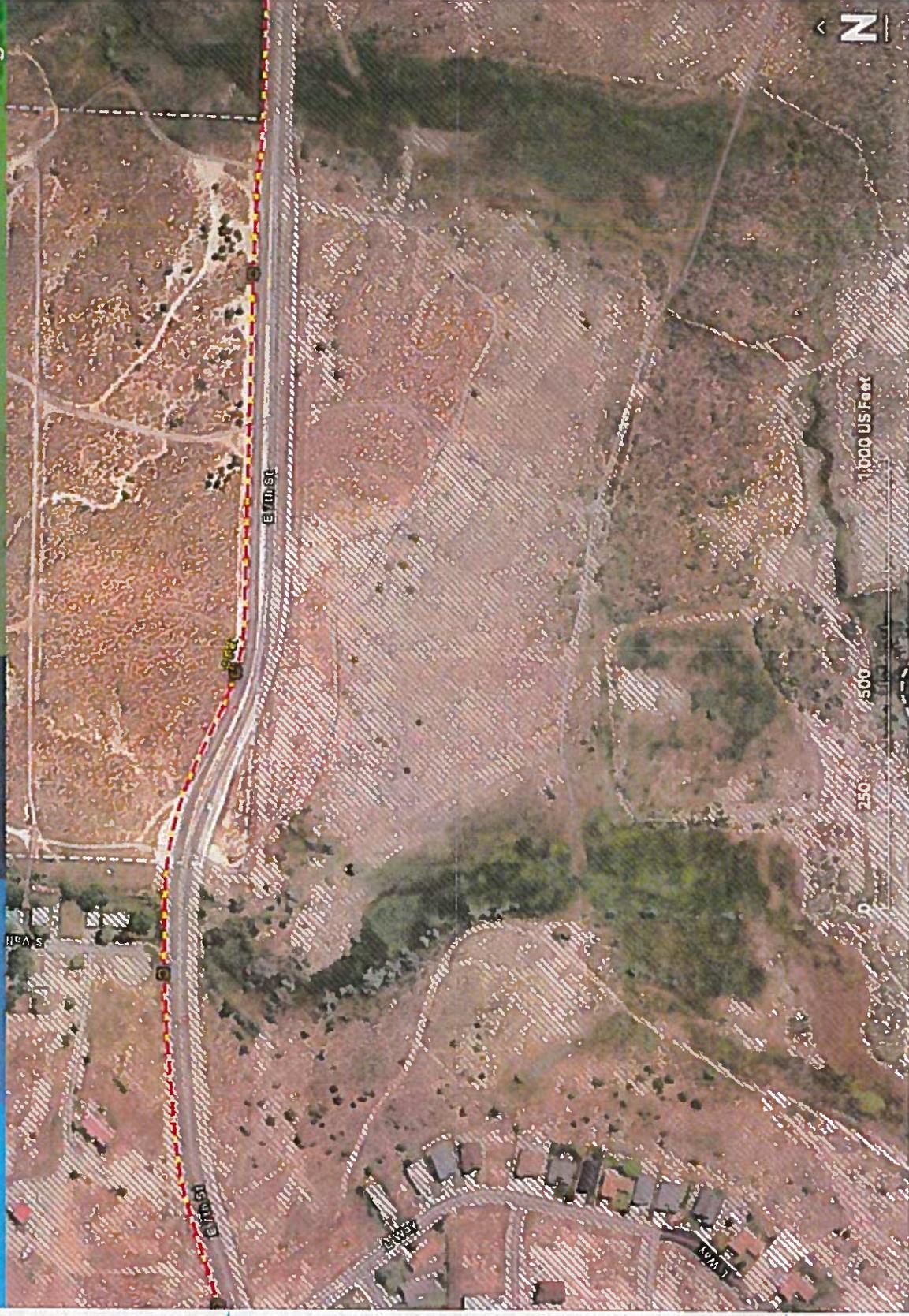
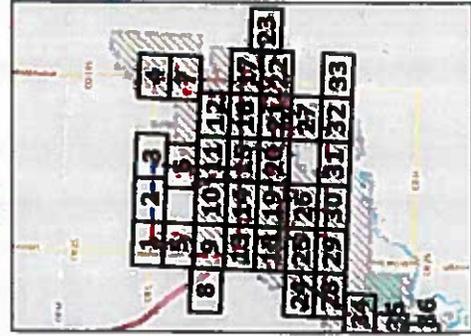




LEGEND

- Network Sites
- Cabinet
- NOC
- CHL
- Pedestal
- Infrastructure Points
- Hemihole
- Termination (ONT)
- City Limits
- Pulibox
- Fiber Layer Placement**
- Overhead
- Underground
- Conduit Layer**
- Conduit Count x Size**
- 1x3/4"
- 1x2"
- 2x2"
- 3x2"

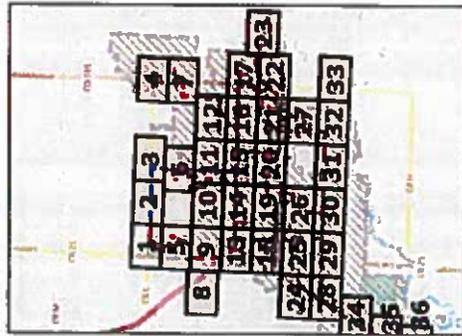
INDEX MAP



LEGEND

- Network Sites
- Cabinet
- NOC
- CHL
- Pedestal
- Infrastructure Points
- Handhole
- Termination (ORT)
- City Limits
- Pullbox
- Fiber Layer Placement**
 - Overhead
 - Underground
- Conduit Layer**
Conduit Count x Size
 - 1x3/4"
 - 1x2"
 - 2x2"
 - 3x2"

INDEX MAP

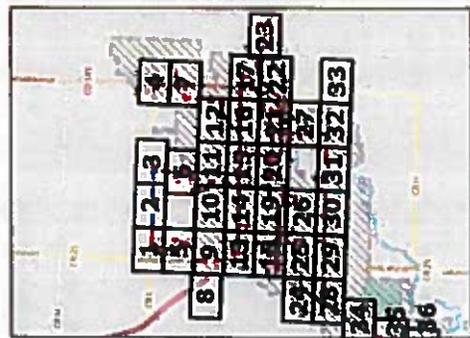




LEGEND

- Network Sites
 - Cabinet
 - NOC
 - CHL
 - Pedestal
 - Infrastructure Points
 - Handhole
 - Termination (ONT)
- Fiber Layer Placement
 - Overhead
 - Underground
- Conduit Layer
 - Conduit Count x Size
 - 1x3/6"
 - 1x2"
 - 2x2"
 - 3x2"
- Pullbox
- City Limits

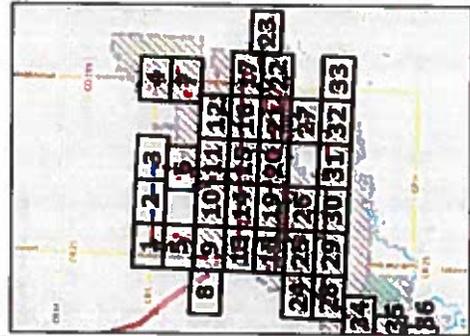
INDEX MAP



LEGEND

- Network Sites
- Cabinet
- NOC
- CNL
- Pedestal
- Infrastructure Points
- Handhole
- Termination (ONT)
- City Limits
- Pullbox
- Fiber Layer Placement
- Overhead
- Underground
- Conduit Layer
- Conduit Count x Size
- 1x3/4"
- 1x2"
- 2x2"
- 3x2"

INDEX MAP

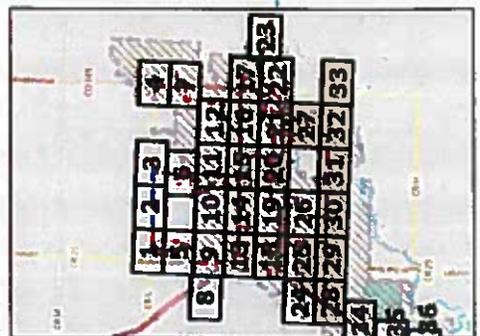




LEGEND

- Network Sites
- Cabinet
- NOC
- CHL
- Pedestal
- Infrastructure Points
- Handhole
- Termination (DMT)
- City Limits
- Pullbox
- Fiber Layer Placement**
 - Overhead
 - Underground
- Conduit Layer**
- Conduit Count x Size**
 - 1x3/4"
 - 1x2"
 - 2x2"
 - 3x2"

INDEX MAP





LEGEND

- Network Sites
 - Cabinet
 - NOC
 - C/NL
 - Pedestal
 - Infrastructure Points
 - Handhole
 - Termination (ONT)
- Fiber Layer Placement
 - Overhead
 - Underground
- Conduit Layer
Conduit Count x Size
 - 1x3/4"
 - 1x2"
 - 2x2"
 - 3x2"
- City Limits



INDEX MAP

