
NON-EXCLUSIVE MASTER LICENSE AGREEMENT FOR FIBER NETWORKS

THIS MASTER RIGHT-OF-WAY USE AGREEMENT ("Use Agreement") is dated as of the 1st day of June, 2022 (the "Effective Date"), and entered into by and between the **TOWN OF FIRESTONE**, a Colorado municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 (the "Town"), and **HIGHLINE COLORADO, LLC**, and its affiliated companies, located at 1791 O. G. Skinner Drive, West Point, Georgia 31833 ("ITC" or the "Company").

RECITALS

A. The Town is the owner of property interests in the Public Right-of-Way, and desires to protect and preserve the Public Right-of-Way. The Town further maintains police power authority to regulate access to and use of the Public Right-of-Way in a manner that protects the public health, safety and welfare, consistent with Applicable Law.

B. Company owns, maintains, operates and controls, in accordance with regulations promulgated by the Federal Communications Commission ("F.C.C."), a fiber-based telecommunications Network or Networks serving the Company's customers.

C. For purpose of operating the network, the Company desires the Town's permission to locate, place, attach, install, operate, control, maintain, and repair Equipment in the Public Right-of-Way (as these terms are defined in § I below) in the locations detailed in Supplemental Sites Licenses as shown on **Exhibit B**. The form of each Supplemental Site License is attached as **Exhibit C**.

D. The Town desires to grant to Company a non-exclusive license ("License") for the above-stated purpose, upon the terms and conditions contained below, and in accordance with Applicable Law.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

I. DEFINITIONS.

The following definitions shall apply generally to the provisions of this Use Agreement.

"Applicable Law" means all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the Town or other governmental agency having joint or several jurisdiction over the parties to this Agreement.

"Claims" means (1) losses, liabilities, and expenses of any sort, including attorneys' fees; (2) fines and penalties; (3) environmental costs, including, but not limited to, investigation, removal, remedial, and restoration costs, and consultant and other fees and expenses; and (4) all other costs or expenses.

"Effective Date" means the date that this Agreement is fully executed by both parties.

“Equipment” means electronics equipment, transmission equipment, shelters, coaxial cables, mounts, generators, containment structures, hangers, pull boxes, conduit, pedestals, brackets, fiber optic cable and other accessories and component equipment.

“Hazardous Substance” means any substance, chemical or waste that is identified as hazardous or toxic in any applicable federal, state or local law or regulation, including but not limited to petroleum products and asbestos.

“Installation Date” shall mean the date that the first Equipment is installed by the Company pursuant to this License Agreement.

“Network” or collectively “Networks” means one or more of the neutral-host, communication or telecommunication systems operated by the Company to serve its customers in the Town.

“Public Right-of-Way” or “Right of Way” means the space in, upon, above, along, adjacent to, across, and below the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks and bicycle lanes, including all utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the Town. This term shall not include Town parkland, open space, trails, state or federal rights of way, or any property owned by any person or entity other than the Town, except as provided by applicable Laws or pursuant to an agreement between the Town and any such person or entity.

“Services” means the telecommunications services provided through the network by the Company to its customers. Services also includes the lease of a Network, or any portion thereof, to another person or entity, or the provision of capacity or bandwidth on the System to another person or entity, provided that Company at all times retains exclusive control over the System and remains responsible for locating, servicing, repairing, relocating or removing its System pursuant to the terms of this Agreement. From time-to-time, the Company may enter into sales contracts with its customers to sell them additional services unrelated to its use of Equipment in the Public Right-of Way, for example: engineering design, network consulting, or for the sale of hardware. Revenues from these additional engineering services and hardware are not considered to be “Services” for purposes of this Agreement.

“Town” means the Town of Firestone, a Colorado statutory municipality.

II. TERM

A. This License Agreement shall be effective as of the Effective Date and shall extend for a term of ten (10) years commencing on the Installation Date unless it is earlier terminated by either party in accordance with the provisions herein. Provided, however, that if the Company’s Network is not operational and providing Services to customers within the Town within two (2) years of the Effective Date of this License Agreement, this License Agreement may be terminated by the Town, in its sole discretion, upon thirty (30) days written notice. This Agreement may be extended for an additional agreed-upon period of time upon the mutual execution by the Parties of a written amendment.

III. SCOPE OF AGREEMENT

A. All rights expressly granted to the Company under this Agreement, which shall be exercised at the Company's sole cost and expense, shall be subject to the Town's lawful exercise of its police powers and the prior and continuing right of the Town under Applicable Laws to use all parts of the Public Right-of-Way exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, leases, licenses, permits, franchises, encumbrances, and claims of title of record which may affect the Public Right-of-Way. Nothing in this Agreement shall be deemed to grant convey, create, or vest in the Company a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Agreement shall be subject to the reasonable prior review and approval of the Town and shall conform with Applicable Laws and regulations. Nothing in this Agreement shall be deemed to grant a franchise, nor permit the Town to collect a franchise fee. This Agreement does not grant a franchise or other right to utilize the Public Right-of-Way to construct a cable system, provide cable or other video programming services, construct a wireless communications facility, or provide wireless communications services. Notwithstanding the foregoing, nothing herein shall limit the ability of the Company to provide fixed wireless internet service or sell services to entities that construct wireless communications facilities or provide wireless services, provided that such entities shall also be required to obtain authorization from the Town for the access to the Right-of-Way for their equipment or facilities.

B. Applicability of Town Site Planning Process. Nothing in this Agreement shall waive or modify the Company's obligation to comply with the Town's regular site plan process, in the placement of the Company's Equipment.

C. No Interference. The Company in the performance and exercise of its rights and obligations under this Agreement shall not interfere in any manner with the current or future existence and operation of all public and private Rights of Way (except in the case where the Company's rights are prior or superior to such private right of way), sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, cable television, and other communications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement.

D. Compliance with Laws. The Company shall comply with all Applicable Laws in the exercise and performance of its rights and obligations under this Agreement.

E. Utility Notification Center. Prior to undertaking any work pursuant to this Agreement, the Company shall take all actions necessary to become a tier 1 member of the Utility Notification Center of Colorado, and comply with and adhere to local procedures, customs and practices relating to the one call locator service program established in C.R.S. Section 9-1.5-101, et seq., as such may be amended from time to time.

IV. CONSTRUCTION

A. The Company intends to install its Network and Equipment at the locations set forth on the plan and profile approved by the Town and submitted as a request for supplemental site license. The Company shall be required to obtain a supplemental site license for each Equipment location by submitting prior to beginning construction all information required by **Exhibit A which is attached hereto and made a part of this Agreement.** The Town will authorize the Company to commence construction with the grant of a supplemental site license and the provision of all necessary permits. Approved supplemental site licenses will be set forth in **Exhibit B which is attached hereto and**

made a part of this Agreement. The Company shall comply with all applicable federal, State, and Town technical specifications and requirements and all applicable State and local codes related to the construction, installation, operation, maintenance, and control of the Company's Equipment installed in the Public Rights-of-Way

B. Obtaining Required Permits. If the attachment, installation, operation, maintenance, or location of the Equipment in the Public Right-of-Way shall require any permits, the Company shall, if required under Applicable Law, apply for the appropriate permits and pay the permit fees required herein. The Town shall respond to the Company's requests for permits in the ordinary course of its business and shall otherwise cooperate with the Company in facilitating the deployment of the network in the Public Right-of-Way in a reasonable and timely manner. As a condition of obtaining any permit that involves digging or other excavation in the Public Right-of-Way, the Company shall physically identify the locations of any other existing underground utility or other facilities in the Public Right-of-Way in the proximity of the proposed work area and illustrate such locations on plan and profile drawings also illustrating the proposed Equipment in accordance with **Exhibit A**. Such drawings shall be provided to the Town with each request for a supplemental site license. For each supplemental site license, Company shall submit construction drawings prepared by an engineer licensed in the state of Colorado for review no less than thirty (30) days prior to beginning construction. Construction shall not begin until written confirmation of grant of a supplemental site license by the Town and the acquisition of all necessary permits.

C. Permit Fees. The Company has requested, and the Town has agreed, to allow the Company to pay permit fees over time as a bulk fee during the entire Term of this Agreement, as opposed to payment of individual permit fees as various sections of the Network are deployed. As consideration for the Company agreeing to construct its Network to provide fiber connectivity and to offer Services within the Town limits the Town has agreed to payment of a bulk permit/infrastructure fee to be remitted over time as described herein. The parties further acknowledge that any violation of the provisions of this Agreement related to fees shall be considered a material breach.

I. The Company shall pay to the Town, on a calendar quarterly basis with payments due twenty (20) days after the end of each quarter, an "Infrastructure and Permit Fee" equal to two percent (2%) of the amounts billed by the Company for Internet Service to all of its customer accounts within the Town during the preceding quarter. The obligation to pay this Fee accrues as the amounts for Internet Service are billed and is not dependent in any respect upon whether the Company's customers remit similar amounts that may be surcharged by the Company on customer invoices.

II. The Infrastructure and Permit Fee shall be in lieu of any license fee for use of the Right-of-Way, inspection fees, and permitting fees generally charged by the Town to entities deploying facilities in the Right-of-Way. This subsection (C) does not exempt the Company from the requirement to obtain and pay permit fees for any work performed on the Network within the Public Right of Way after initial construction and deployment and is effective after 1 year of the date the Town accepts the work performed on the initial construction.

III. Upon thirty (30) days of a written request from the Town, the Company shall provide the Town with documentation supporting the amounts paid as part of the Infrastructure and Permit Fee. Any underpayments shall accrue interest at the rate of eight percent (8%) per annum until paid in full. If any Infrastructure and Permit Fee financial review determines that the Fee has been

underpaid by more than two percent (2%), the Company shall be obligated to reimburse the Town for all costs reasonably incurred in conducting such review.

IV. The parties understand and agree that the total amount of the Infrastructure and Permit Fee to be paid during the Term of this Agreement is unknown, and dependent upon the amount of customer billings made by the Company during the Term. As such, the total paid may result in less or more than full cost recovery to the Town. Both parties specifically waive any rights they may have under Applicable Law to seek either additional fee payments or reimbursements, except as provided in subsection III above.

D. Blasting. Company shall not do or permit to be done any blasting above, underneath, or near the Right-of-Way without first having received written permission from the Town. Any blasting shall be done in the presence of a representative of Town and in accordance with directions such representative may give for the protection or safety of facilities in the area.

E. Location of Licensed Facilities. All Facilities shall be placed a minimum of: (i) ten (10) feet, measured horizontally, from existing and known planned storm sewer, sanitary sewer, and potable and non-potable water lines; and (ii) eighteen (18) inches, measured vertically, above or below, existing and known planned storm sewer, sanitary sewer, and potable and non-potable water lines and wherever possible at perpendicular crossings

V. RELOCATION AND REMOVAL OF EQUIPMENT

A. Relocation and Displacement of Equipment. The Company understands and acknowledges that Town may require the Company to relocate one or more of its Equipment installations. The Company shall at Town's direction relocate such Equipment at the Company's sole cost and expense not later than one hundred and twenty (120) days after receiving written notice that the Town reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a public facility or Public Right-of-Way; (b) because the Company's Equipment is interfering with or adversely affecting proper operation of street lights, traffic signals, governmental communications networks or other Town property; or (c) to protect or preserve the public health or safety. In any such case, Town shall use its best efforts (but shall not be required to incur financial costs) to afford the Company a reasonably equivalent alternate location. If the Company shall fail to relocate any Equipment as requested by the Town within one hundred and twenty (120) days after the above-referenced notice in accordance with this subsection, Town shall be entitled to relocate the Equipment at the Company's sole cost and expense, without further notice to the Company. To the extent the Town has actual knowledge thereof, the Town shall attempt promptly to inform the Company of the displacement or removal of any pole on which any Equipment is located.

B. Abandonment. If Company terminates the use of Equipment for a period of six (6) or more consecutive months, the Company shall deemed abandoned and shall be removed by the Company at its expense. In the event Company is unable or refuses to remove such Equipment the Town may authorize removal and Company shall be responsible for all costs incurred for such removal.

C. Damage and Restoration. Unless otherwise provided by Town rules, regulations, and ordinances, whenever the removal or relocation of Equipment is required or permitted under this Agreement,

and such removal or relocation causes the Public Right-of-Way to be damaged, or whenever Company, in connection with any of its operations, causes damage to the Public Right of Way or any other Town property, the Company, at its sole cost and expense, and within thirty (30) days after such damage occurs, repair the damage and return the Public Right-of-Way in which the Equipment is located to a safe and satisfactory condition in accordance with Applicable Law. If the damage is determined by the Town to be impacting the public health and safety, the Town may perform or cause to be performed such reasonable and necessary repairs on behalf of the Company and to charge the Company for the proposed costs to be incurred or the actual costs incurred by the Town. If the Company does not repair the damage as described herein, then the Town shall have the option, upon fifteen (15) days' prior written notice to the Company, to perform or cause to be performed such reasonable and necessary work on behalf of the Company and to charge the Company for the proposed costs to be incurred or the actual costs incurred by the Town. Upon the receipt of a demand for payment by the Town, the Company shall promptly reimburse the Town for such costs within thirty (30) days. In the case of fire, disaster or other emergency impacting the public health and safety as solely determined by the Town, the Town . to the extent feasible as a result of any emergency, shall provide reasonable notice to the Company to remove or disconnect the Company's Equipment located in the Public Right of Way or on any property of the Town. If the situation safely permits, the Town shall provide the Company with the opportunity to perform such action within twenty-four (24) hours unless, in the Town's reasonable discretion, the imminent threat to public health safety or welfare makes such notice impractical.

D. Removal of Equipment. Upon sixty (60) days' written notice by the Town pursuant to the termination of this Agreement, the Company shall promptly, safely and carefully remove the Equipment and Network in the Public Right-of-Way. If the Company fails to complete this removal work on or before the sixty (60) days subsequent to the issuance of notice pursuant to this subsection, then the Town, upon written notice to the Company, shall have the right, at the Town's sole election, but not the obligation, to perform the removal work and charge the Company for the actual costs and expenses, including, without limitation, reasonable administrative costs. The Company shall pay to the Town actual costs and expenses incurred by the Town in performing any removal work and any storage of the Company's property after removal within sixty (60) days after the date of a written demand for this payment from the Town. After the Town receives the reimbursement payment from the Company for the removal work performed by the Town, the Town shall promptly return to the Company the property belonging to the Company and removed by the Town pursuant to this Section at no liability to the Town. If the Town does not receive reimbursement payment from the Company as set forth above, or if Town does not elect to remove such items at the Town's cost after the Company's failure to so remove, any items of the Company's property remaining on or about the Public-Right-of-Way may, at the Town's option, be deemed abandoned and the Town may dispose of such property in any manner permitted by Law. Alternatively, the Town may elect to take title to abandoned property, provided that the Company shall, at no cost to Town, submit to the Town any documents satisfactory to the Town transferring to the Town the ownership of such property. The provisions of this subsection shall survive the termination of this Agreement. Unless removed by the Town as set forth herein, the Company may remove its Equipment from the Public-Right-of-Way at any time at its discretion, provided that any such removal is in compliance with applicable zoning and permitting requirements.

VI. OTHER UTILITIES

A. The Company agrees and understands that if the Town has permitted or allowed natural gas gathering, storage, transmission, distribution, or related facilities in the Right-of-Way, the Company has been fully advised by the Town that such natural gas facilities may now transport and may continue to transport

natural gas at significant pressures. The Company shall advise all of its employees, agents, contractors, and other persons who enter upon the Right-of-Way- the existence and nature of such natural gas facilities and the potential danger and risk involved.

B. The Company agrees and understands that any natural gas facilities, if located in the Right-of-Way, may be subject to cathodic protection by rectifier and related anode beds, and that the Town shall not be liable for stray current or interfering signals induced in the licensed facility as a result of the operating of the cathodic protection system.

C. The Company agrees and understands that if the Town has permitted and allowed to be constructed electric transmission, distribution, or related facilities in the Right-of-Way, the Company has been fully advised by the Town that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. The Company shall advise all of its employees, agents, contractors, and other persons who enter upon the Right-of-Way of the existence and nature of such electric facilities and the potential danger and risk involved.

VII. HAZARDOUS SUBSTANCES

A. The Company agrees that the Company, its contractors, subcontractors and agents, shall not use, generate, store, produce, transport or dispose any Hazardous Substance on, under, about or within the area of the Public Right-of-Way in which it is located in violation of any Applicable Laws. Except to the extent of the negligence or intentional misconduct of the Town, the Company shall pay, indemnify, defend and hold the Town harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by the Company pursuant to this Agreement. The Company shall ensure that any on-site or off-site storage, treatment, transportation, disposal or other handling of any Hazardous Substance will be performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform such services. The Parties recognize that the Company is only using a portion of the Public Right-of-Way and that the Company shall not be responsible for any environmental condition or issue except to the extent resulting from the Company's, its agents' or contractors' specific activities and responsibilities under this Agreement.

VIII. INDEMNIFICATION AND WAIVER

A. The Company shall indemnify, defend, protect, and hold harmless the Town, its elected officials, officers, employees, agents, and contractors from and against all Claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from the Company's activities undertaken pursuant to this Agreement .

B. Waiver of Claims. The Company waives all Claims, demands, causes of action, and rights it may assert against the Town on account of any loss, damage, or injury to any Equipment or any loss or degradation of the Services as a result of any event or occurrence which is beyond the reasonable control of the Town.

C. Limitation of Town's Liability. To the extent permitted by law, the Town shall be liable only for the cost of repair to damaged Equipment arising from the gross negligence or willful misconduct of Town,

its employees, agents, or contractors and shall in no event be liable for indirect or consequential damages. The Town does not waive any of the protections, immunities or limitations afforded it by the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101 et. seq.) as same may be amended from time to time.

D. Limitation of Company's Liability. In no event shall the Company be liable to the Town for indirect or consequential damages.

E. Notice. The Town shall give the Company timely written notice of the making of any Claim or of the commencement of any action, suit or other proceeding in connection with any Claim. In the event such Claim arises, the Town shall tender the defense thereof to the Company and the Company shall consult and cooperate with the Town Attorney's Office while conducting its defense. The Town and any indemnified party shall cooperate fully therein with the Company's legal representative and shall be consulted on any settlements of Claims prior to the execution of any settlement agreements.

F. Separate Representation. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the Indemnified Party and the counsel selected by the Company to represent the Town, the Company shall pay for all reasonable expenses incurred by the Town as a result of such separate representation; provided, however, in the event separate representation becomes necessary, the Town shall select its own counsel and any other experts or consultants, subject to the Company's prior approval, which shall not be unreasonably withheld. The Town's expenses hereunder shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the Town Attorney or his/her assistants or any employees of the Town or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the Town by the Company.

IX. INSURANCE.

A. Required Coverages. The Company shall, and shall require its subcontractors to maintain substantially the same coverage with substantially the same limits as required of Company, obtain and maintain at its own cost and expense at all times during the term of this Agreement (a) Commercial General Liability insurance protecting the Company in an amount of Five Million Dollars (\$5,000,000) per occurrence (combined single limit), for bodily injury and property damage, and Five Million Dollars (\$5,000,000) general aggregate including personal and advertising injury liability and products-completed operations; (b) Commercial Automobile Liability covering all owned, hired, and non-owned autos in an amount of Five Million Dollars (\$5,000,000) combined single limit each accident for bodily injury and property damage; (c) Statutory workers' compensation and employer's liability insurance in an amount of One Million Dollars (\$1,000,000) each accident/disease/policy limit. All required insurance policies shall include the Town, its Board members, officers, and employees as additional insureds as their interest may appear under this Agreement for any covered liability arising out of the Company's performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Upon receipt of notice from its insurer(s) the Company shall use commercially reasonable efforts to provide the Town with thirty (30) days' advance written notice of cancellation. Notwithstanding the foregoing, upon sixty (60) days' prior notice to and review by the Company, the Town may increase the aforementioned limits of insurance at any time in its reasonable discretion.

B. Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Agreement, the Company shall file with the Town the required original certificate(s) of insurance with blanket additional insured endorsements, which shall state the following:

- I. The policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;
- II. That the Company's insurance policies are primary as respects any other valid or collectible insurance that the Town may possess, including any self-insured retentions the Town may have; and any other insurance the Town does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
- III. That the Company's insurance policies waive any right of recovery the insurance company may have against the Town.

The certificate(s) of insurance shall be mailed to the Town at the address specified in § 9 below and shall be updated annually within thirty (30) days of the anniversary of the Effective Date of this Agreement.

C. Insurer Criteria. Any insurance provider of the Company shall be admitted and authorized to do business in the State of Colorado and shall carry a minimum rating assigned by A.M. *Best & Company's Key Rating Guide* of "A-" Overall and a Financial Size Category of "VII". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

D. Severability of Interest. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

X. NOTICES.

A. All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered (a) through the United States mail, by first class mail, postage prepaid; or (b) by facsimile or email transmission, if a hard copy of the same is followed by delivery through the U. S. mail or by overnight delivery service as just described, addressed as follows:

If to the Town: **Town of Firestone**

Attn: Town Manager
9950 Park Ave
Firestone, CO 80504

If to Company: **Highline Colorado, LLC**

Attn: President
9 Cedarwood Drive Unit 4
Bedford, NH 03101

With Copy to:

Attn: COO
60 Beckwith Drive
Colorado City, CO 81019

B. Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the United States mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

C. Emergency Contact. The Company shall be available to the employees of any Town department having jurisdiction over the Company's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The 24-hour emergency contact of the Company can be reached at: 888-212-5400.

The Company shall provide to the Town a new 24-hour telephone number pursuant to this Section 10 prior to changing telephone numbers.

XI. TERMINATION.

This Agreement may be terminated by either party upon forty five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured to the reasonable satisfaction of the non-defaulting party within forty-five (45) days of receipt of written notice of default. Except as expressly provided herein, the rights granted under this Agreement are irrevocable during the term.

XII. ASSIGNMENT/TRANSFER OF OWNERSHIP OR CONTROL.

In this Section, the following words have the meanings indicated:

"Control" means actual working control in whatever manner exercised. "Control" includes, but may not necessarily require, majority stock ownership.

"Proposed Transferee" means a proposed purchaser, transferee, lessee, assignee or person acquiring ownership or control of this Agreement or of the Company.

A. The Company shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, this Agreement or any of the rights or privileges therein granted, without the prior consent of the Town, except that such consent shall not be required for sales, transfers, leases, assignments, subleases or disposals to any parent, subsidiary, affiliate or any person, firm or corporation that shall Control, or be under common Control, with the Company. The consent required by the Town shall not be unreasonably withheld or delayed, but may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon the Company by Town. The Company shall provide no less than thirty (30) days written notice to the Town of the details of any transaction described herein that requires Town consent. Notwithstanding anything to the contrary in this Section, no Town consent is required for transfers to non-affiliates that are currently operating in the Town and are in full compliance of all obligations to the Town. The Company shall provide no less than thirty (30) days written notice to the Town of a

transaction covered in this Section to a non-affiliate that it believes is compliant with its obligations to the Town.

B. The requirements of this subsection shall not, except as set forth below, apply to any surviving successor entity or newly created successor entity in the event of a merger, reorganization or consolidation involving the Company. The Town reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership. Company shall not change its name under which it does business with the public without providing at least thirty (30) days prior notice to the Town. This Section shall apply to a change in control of the Company if the successor entity meets any of the following criteria, with a rebuttable presumption that a transfer of Control has occurred upon the acquisition or accumulation by any person or group of persons of fifty-one percent (51%) or more of the voting shares of the Company:

1. Has ever been convicted or held liable for acts involving deceit including any violation of federal, state or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts; or
2. Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction; or
3. Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a network and/or equipment similar to that contemplated by this Agreement, except that any such Claims, suits or proceedings relating to insurance Claims, theft of service, or employment matters need not be disclosed; or
4. Is financially insolvent; or
5. Does not have the financial and technical capability to enable it to maintain and operate the network and equipment for the remaining term of this Agreement.

C. If the Proposed Transferee meets any of these criteria, the Town's consent must be obtained to the transfer of this Agreement or any of the rights provided hereunder. The consent required shall not be unreasonably withheld or delayed, but may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon the Company by the Town.

D. In seeking the Town's consent to any change in ownership or Control, the Company shall indicate whether it has failed to comply with any provision of this Agreement at any point during the term of this Agreement.

E. The consent or approval of the Town to transfer by the Company does not constitute a waiver or release of the rights of the Town in or to its Public Right-of-Way or easements and any transfer shall by its own terms be expressly subject to the terms and conditions of this Agreement.

F. Any sale, transfer or assignment of this Agreement will bind the successor in interest to the terms of this Agreement.

G. Notwithstanding anything contained in this Agreement, the Company may pledge the assets of the Network and Equipment for the purpose of financing provided that such pledge of assets shall not impair the Company or mitigate the Company's responsibility and capability to meet all its obligations under the provisions of this Agreement.

XIII. MISCELLANEOUS PROVISIONS.

The provisions that follow shall apply generally to the obligations of the parties under this Agreement.

A. A copy of the applicable supplemental site license shall be on the Right-of-Way site and available during construction of any licensed facility.

B. Non-exclusive Use. The Company understands that this Agreement does not provide the Company with exclusive use of the Public Right-of-Way and that Town shall have the right to permit other providers of communications services to install equipment or devices in the Public Right-of-Way.

C. Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

D. Severability of Provisions. If any one or more of the provisions of this Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement. Each party hereby declares that it would have entered into this Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

E. Federal and State Authorizations. The Company has obtained all government licenses, permits and authorizations by the Federal Communications Commission which are required in order to provide the Services.

F. Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Colorado, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Colorado, County of Weld, or only to the extent that provisions of federal law apply to the dispute, in the United States District Court for the District of Colorado.

G. Attorneys' Fees. Should any dispute arising out of this Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

H. Consent Criteria. In any case, where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

I. Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties'

respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

J. Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

K. Force Majeure. With respect to any provisions of this Agreement, the violation or non-compliance of any term of this Agreement which could result in the imposition of a financial penalty, damages, forfeiture or other sanction upon a party, such violation or non-compliance shall be excused where such violation or non-compliance is the result of acts of God, war, civil disturbance, pandemic, epidemic, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by such party and is beyond such party's reasonable control.

L. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. Any prior oral or written agreements or licenses between the parties concerning use of the Public Right-of-Way is superseded by this Agreement.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

SIGNATURE PAGE FOLLOWS.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

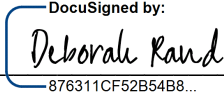
ATTEST:

Jessica Koenig, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

HIGHLINE COLORADO, LLC

By:  *Deborah Rand* 6/1/2022
876311CF52B54B8...

Deborah Rand, CEO

EXHIBIT A

COMPANY SHALL PROVIDE THE FOLLOWING AS IS APPLICABLE TO BE CONSIDERED BY THE TOWN IN WHETHER TO GRANT THE SUPPLEMENTAL (CABINET) SITE LICENSE:

1. Plan and profile drawings, engineering design, and specifications for installation of the Facility, including the equipment shelters, cables, conduit, pull boxes, pedestals, fiber runs, point of demarcation, electrical distribution panel, electric meter, electrical conduit and cabling, and all other associated equipment. Where applicable, the design documents shall include specifications on design and A.D.A. compliance.
 - a. The plot plan shall show existing sidewalk size, existing utilities, existing trees, traffic control signs and equipment, and other existing improvements.
2. The number, size, type, and proximity to the facilities of all communications conduit(s) and cables to be installed.
3. Description of the utility services required to support the facilities to be installed.
4. A typewritten legal description with (1) the Section, Township and Range, and County being affected, and if it is part of a subdivision, it shall be stated also; (2) the Point of Beginning to an established land corner or to a subdivision plat that is tied to an established land corner, with curves showing radius, delta, arc length and angle to radius point if curve is non-tangent, and area to be included in square feet; and (3) the legal description SIGNED and SEALED by a surveyor registered in the State of Colorado.
5. Completed Right-of-way Permit Application

ALL SUPPLEMENTAL (CABINET) SITE LICENSE MATERIALS SHALL BE LABELED WITH THE APPLICABLE SUPPLEMENTAL (CABINET) SITE ID NUMBER

THE TOWN WILL RETAIN ALL DOCUMENTATION FOR GRANTED SUPPLEMENTAL (CABINET) SITE LICENSES

EXHIBIT B

SUPPLEMENTAL (CABINET) SITE LICENSES

THE FOLLOWING SUPPLEMENTAL SITE LICENSES HAVE BEEN GRANTED BY THE TOWN:

SUPPLEMENTAL (CABINET) SITE ID NO.	DATE GRANTED	APPROVED BY:

EXHIBIT C
FORM OF SUPPLEMENTAL (CABINET) SITE LICENSE