Communications Site Lease Agreement

This Communications	Site Lease Agreement (the " Agreement ") is made and entered into as of the	
day of	, 2025, (the "Effective Date") by and between Uvalde Consolidated Independent	
School District, a Texas	Governmental Entity, ("Lessor"), and Vero Fiber Networks, LLC, a Colorado limited	
liability company and	its affiliates ("Lessee"). Each of Lessor and Lessee may be referred to in this	
Agreement individually as a "Party" and collectively as the "Parties."		

Recitals

WHEREAS Lessor owns real property located at 1 Coyote Trail, Uvalde, TX 78801 consisting of approximately 25.73 acres of Land (the "**Property**") as more particularly described in Exhibit A; and

WHEREAS Lessee is a provider of broadband services and desires to provide those services to the Uvalde community; and

WHEREAS Lessee desires to lease from Lessor a certain portion of real property subject to the terms and conditions herein to facilitate Lessee's providing broadband service to the Uvalde community.

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

- 1. Agreement to Lease. Lessor hereby grants to Lessee, according to the terms and conditions set forth herein, a lease of approximately 300 Square Feet of land on the Property, together with conduit pathways from the public right of way, across the Property, to Lessee's telecommunications and broadband equipment (collectively, the "Site"), as more particularly described in Exhibit B.
- 2. Purpose. The Site may be used and occupied by Lessee for the installation, operation, maintenance and replacement of an equipment cabinet and all related support equipment, conduit, fiber optic cables, connections, and all appurtenant fixtures (collectively, the "Facility") to provide broadband internet and telecommunications transmission (the "Permitted Use"): Equipment associated with the Facility shall be the exclusive property of Lessee. Nothing herein shall give Lessee the right to use the Site for any other purpose without the prior written consent of Lessor, which consent shall not be unreasonably conditioned, delayed, or withheld. The rights and privileges granted by this Site Lease Agreement are non-exclusive to Lessee for the duration of this Agreement. Lessor may convey any other easement, license, or other rights to use the area (or any portion of the area) covered by this Agreement, so long as said conveyance shall not conflict with Lessee's intended use of the area. Lessor reserves the right to use the area subject to said Site Lease Agreement in any way that will not interfere with Lessee's exercise of the rights hereby granted.
- **3. Term.** This Agreement will be for a term (the "**Term**") beginning on the Effective Date and continuing for ten (10) years thereafter, unless otherwise earlier terminated as provided herein. Lessor will deliver non-exclusive and lawful possession of the Site to Lessee on the Effective Date for Lessee to commence constructing Lessee's Facility. The Parties may elect to extend the Term of this Agreement

upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

- **4. Rent.** Commencing on the Effective Date, Lessee will pay Lessor monthly rent for the Site in advance of two hundred and no/100 (\$200.00) per month ("**Rent**"). Lessee shall pay Lessor the first month's Rent prorated to cover only the remainder of the then current calendar month. Thereafter during the Term, Rent will be due and payable on the first of each month. Rent paid after the thirtieth day of each month will be deemed as late; and if rent is not paid within ten (10) days after such late payment date, Lessee agrees to pay a late charge of ten percent (10%) of the balance due. The Rent shall escalate by two percent (2%) per month at the end of each year while this Agreement is in effect.
- **5. Holdover Tenancy.** Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement. If Lessee does retain possession past the Term, Lessee shall pay a holdover fee of 125% of the then applicable rent computed on a monthly basis for each month or portion thereof during such holdover. Notwithstanding the above, in the event that Lessee and Lessor are engaged in good faith negotiations upon and subsequent to termination, Lessee may retain possession pending resolution of such negotiations, but in no case longer than 90 days.
- 6. Surrender of the Site. Lessee shall return the Site to Lessor upon termination of this Agreement in good condition and repair, ordinary wear and tear excepted. Upon the expiration or earlier termination of this Agreement, Lessee will remove the Facility from the Site and will restore the surface of the Easement Area to as nearly as possible its condition prior to entry hereon at the sole cost and expense of Lessee. Any Lessee property left on the Site after ninety (90) days following the expiration or earlier termination of this Agreement will be deemed to have been abandoned by Lessee and may be retained by Lessor. Lessee will pay Lessor for all reasonable expenses incurred by Lessor in connection with the removal of such property, including, but not limited to, the cost of repairing any material damage to the Site caused by the removal of such property reasonable wear and tear excepted. Notwithstanding the above, in the event that Lessee and Lessor are engaged in good faith negotiations upon and subsequent to termination, the Facility may remain in-place pending resolution of such negotiations, but in no case longer than 90 days. Lessee's obligation to observe and perform this covenant will survive the expiration or other termination of this Agreement for a period of one (1) year.
- 7. Condition of the Site. Lessee has examined the Site and accepts the Site in its current "as is" condition and, except as expressly set forth herein, Lessor makes no representation or warranty, express or implied, including but not limited to, any warranty of fitness for a particular purpose. Lessee acknowledges that Lessee has not relied on any representations or warranties by Lessor in entering this Agreement.
- **8. Use of the Site.** Lessee will not use the Site for any unlawful purpose or in any manner that will materially harm Lessor's interest in the Site or the Property. Lessee shall not interfere with Lessor's present operations or communications setups or other present lessees or other agreements of Lessor. Lessor shall not use, nor shall Lessor permit its tenants, lessees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Lessee, and Lessor shall promptly terminate any such interference.

9. Access to Site. Lessee, its employees, contractors, subcontractors and agents shall have access to the Site at all reasonable hours to make any necessary maintenance and repairs and as may otherwise be needed to operate Lessee's business and at any time to restore service or during an emergency. Access shall be limited exclusively to and from the public Right of Way along Coyote Trail as identified in Exhibit B.

10. Improvements and Alterations.

- **10.1** Upon the Effective Date of this Agreement or as otherwise agreed to between the Parties, Lessee shall commence construction of the Facility and, if applicable, make the improvements and alterations as further described in Exhibit C.
- 10.2 From time to time Lessee may make reasonable improvements, alterations, additions, or other changes to the Site after written notice to Lessor. Lessee agrees that any construction will be performed in a good and workmanlike manner consistent with industry standards and will comply with all applicable laws. Subject to the abandonment provisions of Section 6, all improvements, alterations, additions, or other changes to the Site shall remain the property of Lessee upon the termination of this Agreement.

10.3 Lessee will:.

- a) perform its work in such a way as to reasonably minimize interference with the operation of the buildings and access to the buildings by employees, students and visitors;
- repair any damage to fences or other structures, whether owned by Owner or otherwise, that occurs during installation, operation, maintenance or repair of Lessee's Facility located on the Property;
- c) not dispose of waste upon the Site and, at its sole expense, will maintain the Site in good repair and make all necessary repairs thereto.
- **11. Hazardous Substances.** Lessee will not keep or store on the Site any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Site or that might be considered hazardous or extra hazardous by any responsible insurance company.
- **12. Signs.** Subject to local zoning regulations, Lessee shall have the right to place a reasonable sign on the exterior of the Facility and/or its front gate, if applicable, to identify its ownership, business, and emergency telephone numbers.
- 13. No Mechanics Lien. Lessee will pay or cause to be paid all costs and charges for work (a) done by Lessee or caused to be done by Lessee in or to the Site, and (b) for all materials furnished for or in connection with such work. Lessee will not permit any mechanics or other liens to be filed against Lessor's interest to the Site or the Property as a result of any work performed for or obligations incurred by Lessee. Lessee will indemnify Lessor for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.

- **14. Permits and Approvals.** Lessee will be responsible for obtaining all licenses, permits, and approvals required by any federal, state, or local authority in connection with its use of the Site. Lessor will cooperate with Lessee and provide the necessary documents to obtain such licenses, permits, and approvals.
- **15. Compliance with Laws.** Lessee covenants and agrees to comply with all federal, state, and local laws, regulations and ordinances affecting the Site and use of the Site, including applicable environmental laws.
- **16. Taxes.** Lessee shall pay all taxes or assessments which are levied or charged on Lessee's personal property in the Site during the Term.
- 17. Indemnification. Lessee on behalf of itself and its affiliates ("Indemnitor") hereby agrees to indemnify, defend, protect, and hold harmless the Lessor and its affiliates ("Indemnitee"), from and against, and assumes liability for all claims, suits, actions, damages, costs and expenses (including reasonable attorneys' fees and costs of litigation) (collectively, "Claims") which in whole or in part arise out of or result from (a) the grossly negligent or willful acts, omissions, or willful misconduct of the Indemnitor in the performance or non-performance of its obligations or exercise of its rights under this Agreement; (b) any breach of a representation, warranty, covenant or agreement made or to be performed by the Indemnitor in this Agreement, (c) any act or failure to act by the Indemnitor in regard to the performance of this Agreement, or (d) the violation of any law, regulation, rules, tariffs, dockets, ordinances, orders or guidelines, or other regulatory requirements applicable to this Agreement by the Indemnitor in the performance or non-performance of its obligations or exercise of its rights under this Agreement. The Indemnitor's indemnification obligations hereunder shall not be applicable to any Claims arising from the Indemnitee's gross negligence, intentional acts, omissions, willful misconduct, or the Indemnitee's violation of any law or regulation.

18. Limitation of Liability.

- **18.1**. Neither Party shall be liable for loss or damage occasioned by a Force Majeure Event.
- 18.2. 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. ALL OF SUCH DAMAGES ARE HEREBY EXPRESSLY WAIVED BY LESSOR AND LESSEE.
- **18.3**. Neither Party is responsible or liable to the other Party for any loss, claim, damage, or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Property resulting from the gross negligence or willful misconduct of the other Party.

19. Default.

- 19.1 The following shall each constitute an "Event of Default":
 - **19.1.1** By Lessee, if Lessee fails to make any required payment due within thirty (30) days of receiving notice of the breach from Lessor.
 - **19.1.2** By either Party, if either Party fails to perform any obligation or condition or to comply with any term or provision of this Agreement if such failure continues for thirty (30) days (except where a different period of time is specified in this Agreement, in which case such different time period shall apply) after delivery of written notice thereof; however, if the nature of the default is such that it cannot be cured within the thirty (30) day period, no default shall exist if the cure is commenced within the thirty (30) day period and is thereafter diligently pursued until completion.
 - **19.1.3** By either Party, if either Party files a petition for bankruptcy, reorganization, liquidation, or similar relief, or makes an assignment for the benefit of creditors.

19.2 Remedies Upon Default.

- **19.2.1** Upon the occurrence of an Event of Default by Lessee, Lessor shall have the right to terminate this Agreement and recover possession of the Site by giving written notice to Lessee of Lessor's election to terminate this Agreement, which termination shall be effective upon receipt of notice by Lessee.
- **19.2.2** Upon the occurrence of an Event of Default by Lessor, Lessee shall have the right to terminate this Agreement by giving written notice to Lessor of Lessee's election to terminate this Agreement, which termination shall be effective upon receipt of notice by Lessor.
- **19.2.3** Either Party may at its sole option, but without any obligation, cure a non-monetary breach at the defaulting Party's expense at any point and invoice the defaulting Party for the same. The non-defaulting Party's rights hereunder shall be in addition to, and not a substitute for, all other remedies contained in this Agreement or any other right or remedy now or hereafter existing at law or equity against the defaulting Party.
- **20. 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.

21. Force Majeure. Neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to, acts of third parties not under the direction or actual control of the Party delayed or unable to perform, acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action, request or failure to act of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, pandemic, insurrection, riot, war, strike, lockout, or work stoppage (each, a "Force Majeure Event"). The Party claiming relief under this Section shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the termination of such event, and performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

22. Insurance.

- 22.1 At all times during the Term, Lessee will maintain insurance for the Site covering:
 - **22.1.1 General Liability.** Commercial general liability insurance covering bodily injury, death, or property damage in an amount not less than \$1 million per occurrence. and two million dollars (\$2,000,000.00) in the aggregate. This coverage shall include the following:
 - 1 Completed operations to be maintained for one (1) year after termination or expiration of this Agreement.
 - 2 Personal and advertising injury.
 - 3 Contractual liability.

The general liability insurance policy shall name Lessor as an additional insured or interested party.

- **22.1.2 Property Insurance.** Property insurance covering all of Lessee's improvements, equipment, and other personal property located on the Site as well as Lessor's real property underlying the Site.
- 22.1.3 Commercial automobile liability coverage of not less than one million dollars (\$1,000,000.00) combined single limit each accident.
- 22.1.4 Workers compensation and employer's liability coverage. Statutory coverage limits of one million dollars (\$1,000,000.00) bodily injury each accident; one million dollars (\$1,000,000.00) each employee by disease, and one million dollars (\$1,000,000.00) policy limit each employee by disease.
- 22.1.5 Lessee will require its contractors and subcontractors to maintain insurance in amounts no less than those required above.
- **22.2** Upon request of Lessor, Lessee will provide to Lessor certificates of insurance evidencing the required coverage. All insurance shall be provided through valid and enforceable policies, insured by insurers licensed to do business in the State of Texas. All insurance carriers and surplus

line carriers shall be rated A- or better by A.M. Best. Lessee shall provide Lessor with at least thirty (30) days prior written notice of any intention not to renew or prior to cancellation of such policy, such notice to be given by certified or registered mail.

- **22.3** At all times during the Term of this Lease, Lessor shall carry commercial general liability insurance in amounts reasonably determined by Lessor and commercial property insurance covering the Property.
- **22.4** Lessor and Lessee each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance as required under this Agreement. Lessor and Lessee will cause each insurance policy carried by Lessor or Lessee relating to the Site to include or allow a full waiver of any subrogation claims.

23. Casualty.

- 23.1 If (i) the Site should be totally destroyed by fire or other casualty; (ii) the Site should be partially damaged so that rebuilding cannot reasonably be completed within thirty (30) calendar days after the date of written notification by Lessee to Lessor of the destruction; or (iii) the Property should be partially damaged or totally destroyed such that access to and use of the Site is impacted, then Lessee may, at Lessee's option, terminate this Agreement and the rent shall be abated for the unexpired portion of the Agreement, effective as of the date of the written notification.
- 23.2 If the Site should be partially damaged by fire or other casualty, and rebuilding or repairs can reasonably be completed within ninety (90) calendar days from the date of written notification by Lessee to Lessor of the destruction, this Agreement shall not terminate, and Lessee shall at its sole risk and expense proceed with reasonable diligence to rebuild or repair the Building to substantially the same condition in which it existed prior to the damage. In the event that Lessee fails to complete the necessary repairs or rebuilding within ninety calendar days from the date of written notification by Lessee to Lessor of the destruction, Lessee may at its option terminate this Agreement by delivering written notice of termination to Lessor, whereupon all rights and obligations under this Agreement shall cease.
- **24. Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs, and permitted assigns. A Party ("**Assignor**") may not assign, sell, or otherwise transfer ("**Transfer**") this Agreement, in whole or in part, without the express written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may Transfer this Agreement in its entirety, without the prior consent of the other Party, if such Transfer is (i) to any entity that purchases or acquires all or substantially all of the assets of the Assignor, or any other entity formed by or surviving the merger, reorganization, consolidation or amalgamation of the Assignor and any other entity; (ii) a transfer of all or substantially all of the assets of the Assignor; (iii) to any firm, corporation, or entity which the Assignor controls, is controlled by, or is under common control with; or (iv) for any business reorganization that may result in a change in majority control, investor ownership, or refinancing. In the event of a Transfer, the assignee shall assume all duties, obligations, and responsibilities of the Assignor set forth in this Agreement.

25. 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 Lessor:

Uvalde Consolidated Independent School District

1000 North Getty Street Uvalde, TX 78801

Attention: Superintendent

If to the Lessee:

Vero Fiber Networks, LLC

1023 Walnut Street Boulder, CO 80302

Attention: Chief Operating Officer

With a copy to the Chief Legal Officer

- **26. Representations and Warranties**. In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other Party that:
 - **26.1** It has the full power, right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;
 - **26.2** This Agreement constitutes its legal, valid, and binding obligation enforceable against such Party in accordance with its terms; and
 - **26.3** The individuals signing this Agreement on behalf of Lessor and Lessee are empowered and duly authorized to bind Lessor or Lessee, as the case may be, to this Agreement.
- **27. Subordination.** This Agreement and Lessee's right hereunder shall be subject and subordinate in all respects to any mortgage, deed of trust, or other lien now or hereinafter incurred by Lessor. Upon request of Lessor, Lessee will enter into a reasonable subordination agreement or other customary form as required by the lien holder.
- **28. No Partnership.** Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, or any other fiduciary relationship between the Parties other than that of Lessor and Lessee. Neither Party is authorized to act as an agent or on behalf of the other Party.
- **29. Condemnation.** In the event that all or a material portion of the Site necessary for Lessee's Permitted Use of the Site is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by the right of eminent domain, this Agreement shall terminate on the date of such taking, and all rent under this Agreement shall be prorated and paid to such date.
- **30. Quiet Enjoyment.** If Lessee pays the Rent and performs all other obligations under this Agreement, Lessee may peaceably and quietly hold and enjoy the Site during the Term without any interference from Lessor's employees, contractors, or agents.

- **31. Further Assurances.** Each Party hereto agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out this Agreement and each Party's rights and interests in this Agreement.
- **32. No Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing. 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.
- **33. Severability.** If any provision of the Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
- **34. Governing 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 Texas,. The duties, responsibilities, and actions required by this Agreement are performable in Uvalde County and venue for any action arising out of this Agreement is in the state and federal courts having jurisdiction over Uvalde County.
- **35. Amendments.** This Agreement may not be modified except in writing signed and acknowledged by both Parties.
- **36. Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.
- **37. Entire Agreement.** This Agreement and its Exhibits constitute the entire understanding between the Parties and supersedes and replaces any and 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. Any prior agreements, promises, negotiations or representations regarding the subject matter hereof are of no force or effect.
- **38.** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same document. This Agreement may be executed via a recognized electronic signature service (e.g., Docusign), or may be signed, scanned, and emailed to the other Party, and any such signatures shall be treated as original signatures for all applicable purposes.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Agreement as of the Effective Date.

LESSOR	LESSEE
Uvalde Consolidated Independent School District	Vero Fiber Networks, LLC
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

Exhibit A Property Description

Property ID: 19298; Owner Uvalde Consolidated Independent School District; 25.73 Acres

Legal Description: A0241 ABSTRACT 0241 SURVEY 72 HIGH SCHOOL 25.733

Commonly referred to as 1 Coyote Trail, Uvalde, TX 78801

Shown on map below:

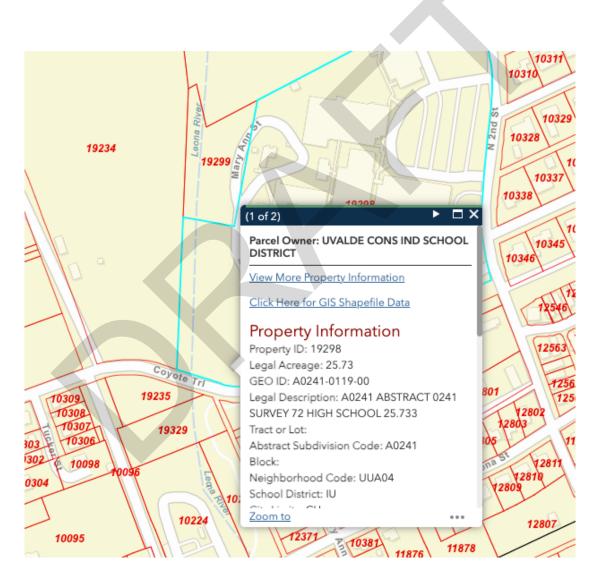
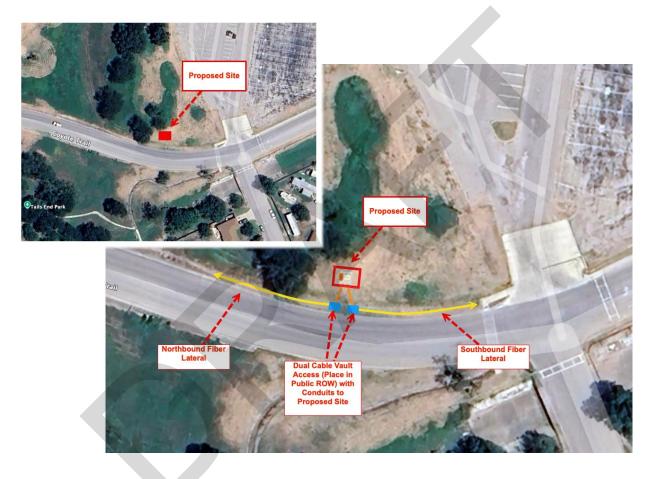
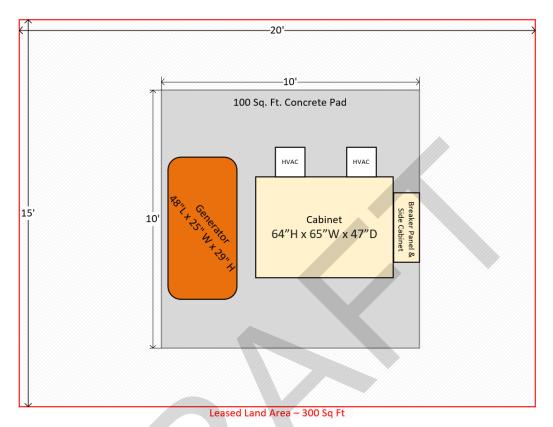


Exhibit B Site Description

An approximately 20' x 15' Site (300 Square Feet) with a proposed 10' x 10' concrete pad designed to place a 64"H x 65"W x 47"D telecommunications cabinet, backup generator and necessary HVAC equipment, located on the southwestern boundary of the Property. Lessee to construct two (2) fiber laterals to the site, running from the Right of Way along Coyote Trail. (Represented by orange lines in drawing below) Such laterals shall be considered a part of the Site. Laterals are installed via underground conduit at a depth of 36", conduits enter the ground beneath the cable vaults and surface inside the telecommunications cabinet.



Typical Site Layout shown below, subject to specific requirements for service delivery by market:



Note: Final site layout and placement of equipment may vary within the proposed 20' x 15' Site.

Exhibit C Lessee Facilities

Lessee shall construct a chain-link fence, with privacy slats, around the perimeter of the Site. Lessor agrees to paint the school logo on slats facing the street.

Lessee shall install 6" x 36" safety bollards on the edges on the concrete pad, inside the fenced in perimeter of the Site.

Lessee shall construct two (2) diverse entrances of fiber optic cable from the public street right of way into the Site. Laterals are installed via underground conduit at a depth of 36", conduits enter the ground beneath the cable vaults and surface inside the telecommunications cabinet.

Lessee shall bring all necessary utilities into the Site for provision of services, including electric, gas and telecommunications if necessary.