

**AMENDMENT NUMBER TWO TO LEASE AGREEMENT FOR USE OF CITY
RACEWAY BETWEEN VISIONARY COMMUNICATIONS, INC., AND THE
CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING**

1. **Parties.** This Amendment is made and entered into by and between Visionary Communications, Inc. ("Company"), whose address is 1001 S. Douglas, Suite 201, Gillette, WY; the City of Gillette, Campbell County, Wyoming, ("City") whose address is 201 East 5th Street, Gillette, WY 82716.
2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Agreement between the Company and the City which was duly executed on February 7, 2018, and which became effective February 7, 2018 ("Original Agreement"). The purpose of this Amendment is to allow the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-010 through VCN-A-012, which are attached as Exhibit C and made a part of this Agreement.

The Original Agreement, dated February 7, 2018, provided for the initial lease of Raceway(s) to the Company for the total lease amount of (\$0.47) per raceway per foot per year; a three percent (3%) rent increase per year; and payment by the Company of all construction costs associated with the requested conduit system and the Raceway(s) ("Construction Fee").

Amendment Number One, dated October 22, 2018, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-002 through VCN-A-009.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto, and shall remain in full force and effect through the term of the Original Agreement.
4. **Payment.** The rent to be paid by Company to the City shall be forty-seven cents (\$0.47) per raceway per foot per year. The specific area where the Fiber Optics will be installed is described in Exhibit C. Rent shall be paid in advance, on or before the first day of each year, for that period's rental, during the term of this Amendment. The Company understands and agrees that the rent shall automatically increase by three percent (3%) per year on the first day of each calendar year. All rental payments shall be made to the City.

The Company shall pay the Construction Fee within thirty (30) days after receipt of an invoice from the City.

The initial payment shall be made within thirty (30) days after receipt of an invoice following acceptance of the Agreement. This initial payment for the additional raceway(s) segments will be prorated for the remainder of the year in which this Amendment is accepted.

5. **Additional Responsibilities of Contractor.** The Company has not taken on any additional duties.
6. **Additional Responsibilities of Agency.** The City has not taken on any additional duties.
7. **Special Provisions**
 - A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Agreement between the City and the Company, including but not limited to governmental immunity, and including all prior amendments to this Agreement shall remain unchanged and in full force and effect.
8. **General Provisions**
 - A. **Entirety of Contract.** This Amendment, consisting of three (3) pages, and Exhibit C, VCN-A-010 through VCN-A-012 - Facility Location Map(s), the Original Agreement consisting of eight (8) pages, and Exhibit A - Facility Location Map, and Amendment Number One consisting of three (3) pages, and Exhibit B – VCN-A-002 through VCN-A-009 represent the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

9. **Signatures.** The parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment Number Two to the Original Agreement between the City and the Company, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

The effective date of this Amendment is the date of the signature last affixed to this page.

CITY OF GILLETTE

Louise Carter-King, Mayor

Date

COMPANY

Brian R. Worthen - Visionary Communications, Inc.

Date

(S E A L)
ATTEST:

Karlene Abelseth, City Clerk

CITY ATTORNEY'S OFFICE APPROVAL AS TO FORM

Anthony M. Reyes


Date

EXHIBIT C

VCN Raceway Lease Table of Contents

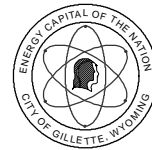
| <u>Exhibit</u> | <u>Description</u> | <u>Date</u> |
|-----------------------|--|--------------------|
| VCN-A-001 | 5 th & Kendrick to VCN Office | 2/2018 |
| VCN-A-002 | Ready for Learning to Camplex | 9/2018 |
| VCN-A-003 | 5 th & Kendrick to 6 th & Stocktrail | 9/2018 |
| VCN-A-004 | 6 th & Stocktrail to Dump Hill | 9/2018 |
| VCN-A-005 | Dump Hill to LLC | 9/2018 |
| VCN-A-006 | Hwy 14/16 to Foothills MHP | 9/2018 |
| VCN-A-007 | 6 th & Stocktrail to Burma | 9/2018 |
| VCN-A-008 | Burma Ave to CCH | 9/2018 |
| VCN-A-009 | VCN to 1 st National Bank to LLC | 9/2018 |
| VCN-A-010 | Highway 59 – Lakeway to Sinclair | 11/2018 |
| VCN-A-011 | Energy Street to Aquatic Center | 11/2018 |
| VCN-A-012 | City West to Best Business Park | 11/2018 |



 Lease Route
 Start Point: F840
 End Point: F855

Approx. Route Distance: 1,985 LF


General Description
 Highway 59
 Lakeway Road to Sinclair Street



CITY OF GILLETTE
 ELECTRICAL ENGINEERING
 611 N EXCHANGE AVE
 GILLETTE, WYOMING 82716
 (307) 686-5277

**FIBER OPTIC
 RACEWAY LEASE
 VCN-A-010**



 Lease Route
 Start Point: F822
 End Point: F805

Approx. Route Distance: 2,435 LF


General Description
 Energy Street to Aquatic Center



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**FIBER OPTIC
 RACEWAY LEASE
 VCN-A-011**



 Lease Route
 Start Point: F055
 End Point: F852

Approx. Route Distance: 415 LF

General Description

City West to
Best Business Park



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 ELECTRICAL ENGINEERING
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**FIBER OPTIC
 RACEWAY LEASE
 VCN-A-012**