

**AMENDMENT NUMBER FOURTEEN 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 fourteenth 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-047, which is attached as Exhibit O 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.

Amendment Number Two, dated December 4, 2018, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-010 through VCN-A-012.

Amendment Number Three, dated February 5, 2019, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-013 through VCN-A-014.

Amendment Number Four, dated November 19, 2019, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-015 through VCN-A-020.

Amendment Number Five, dated September 15, 2020, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-021 through VCN-A-024.

Amendment Number Six, dated March 2, 2021, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-025 through VCN-A-030.

Amendment Number Seven, dated May 4, 2021, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-

031 through VCN-A-032.

Amendment Number Eight, dated September 21, 2021, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-033 through VCN-A-034.

Amendment Number Nine, dated February 4, 2022, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-035 through VCN-A-037.

Amendment Number Ten, dated April 6, 2022, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-038 through VCN-A-043.

Amendment Number Eleven, dated June 7, 2022, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-044.

Amendment Number Twelve, dated October 6, 2023, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-045.

Amendment Number Thirteen, dated December 19, 2023, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-046.

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 \$0.56121 per raceway per foot per year. The specific area where the Fiber Optics will be installed is described in Exhibit O - VCN-A-047. 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 four (4) pages, and Exhibit O, VCN-A-047 - Facility Location Map(s); the Original Agreement consisting of eight (8) pages, and Exhibit A - Facility Location Map; Amendment Number One consisting of three (3) pages, and Exhibit B – VCN-A-002 through VCN-A-009; Amendment Number Two consisting of three (3) pages, and Exhibit C – VCN-A-010 through VCN-A-012; Amendment Number Three consisting of three (3) pages and Exhibit D – VCN-A-013 through VCN-A-014; and Amendment Number Four consisting of three (3) pages and Exhibit E – VCN-A-015 through VCN-A-020; and Amendment Number Five consisting of three (3) pages and Exhibit F – VCN-A-021 through VCN-A-024; and Amendment Number Six consisting of three (3) pages and Exhibit G – VCN-A-025 through VCN-A-030; and Amendment Number Seven consisting of four (4) pages and Exhibit H – VCN-A-031 through VCN-A-032; and Amendment Number Eight consisting of four (4) pages and Exhibit I – VCN-A-033 through VCN-A-034; and Amendment Number Nine consisting of four (4) pages and Exhibit J – VCN-A-035 through VCN-A-037; and Amendment Number Ten consisting of four (4) pages and Exhibit K – VCN-A-038 through VCN-A-043; and Amendment Number Eleven consisting of four (4) pages and Exhibit L – VCN-A-044; and Amendment Number Twelve consisting of four (4) pages and Exhibit M – VCN-A-045; and Amendment Number 13, consisting of four (4) pages and Exhibit N – VCN-A-046 represent the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

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