

UTILITY ACCESS AGREEMENT

This Utility Access Agreement ("Agreement") is effective as of April 23, 2026 (the "Effective Date") by and between Metro Fibernet, LLC ("Provider") with offices at 11880 College Blvd., Suite 100, Overland Park, KS 66210 and Lexington-Fayette Urban County Government Public Facilities Corporation ("Owner"), whose address is 200 E Main St, Lexington, KY 40507 for the property located at 2850 Georgetown Road, Lexington, KY. 405111(the "Property"). Provider and Owner may be referred to as the "Parties" or individually as a "Party".

- 1. Grant of License. Owner hereby grants to Provider a nonexclusive license ("License") on, over, under, across, and throughout the Property, including any structures and improvements on the Property, for the installation, attachment, operation, maintenance, replacement, upgrade, relocation, repair and removal of any equipment necessary to provide broadband services to the Property, including but not limited to, conduit, fiber optic cable, network interface devices, fixtures, accessories, and routers (collectively, the "Equipment"). Except as expressly set forth in this Agreement, Provider will own and have exclusive use of the Equipment. Owner shall not knowingly use, or permit any third party to use, any equipment that materially interferes with the License rights granted to Provider in this Agreement.
2. Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for three (3) years thereafter. After the expiration of the initial term, this Agreement will remain in effect until terminated as set forth in this Section 2. Owner may terminate this Agreement by delivering written notice of termination to Provider, if Provider has not provided a broadband service to any tenant at the Property for a period of one hundred eighty (180) consecutive days. Provider may terminate this Agreement by delivering written notice to Owner.
3. Installation/Removal of Equipment. At its sole expense, Provider will install the Equipment and Owner will reasonably cooperate with Provider in connection with such installation. All installation work will be performed in a clean, safe, and workmanlike manner. Following the initial installation of the Equipment, so long as any new proposed location does not materially impair Provider's ability to provide broadband services to the Property, Owner may require Provider to relocate all or any part of the Equipment to another location on the Property by delivering notice at least 90 days prior to the proposed relocation date. Any such relocation shall be at Provider's expense. Following termination of this Agreement, upon receipt of written notice from Owner, Provider will promptly remove all or any portion of the Equipment, so long as such removal will not materially damage the Property. Ownership of any Equipment left at the Property after termination of this Agreement will automatically pass to Owner.
4. Access to Equipment. Owner will give Provider access to the Equipment, at all reasonable times, to perform routine installation and maintenance activities. In the event of an emergency, Owner will give Provider access to the Equipment after-hours, if necessary, to restore a tenant's broadband services.
5. Hazardous Substances. Owner represents that it is not aware of the presence on, in or under the Property of any substance identified as hazardous under any applicable law ("Hazardous Substance") as of the Effective Date. Provider is not responsible for the release of any Hazardous Substances not brought to the Property by Provider unless: (a) the release was due to Provider's negligence or willful misconduct; and (b) Owner disclosed the location of the Hazardous Substances prior to the start of Provider's installation of any Equipment.
6. No Liens. Provider shall not allow any liens to be placed against the Property by any party supplying services or materials on behalf of Provider. If any such lien is placed against the Property, upon notice of the lien, Provider shall take all necessary steps to discharge the lien including, but not limited to, posting a bond. Owner shall not allow any liens to be placed against the Equipment by any party supplying Owner with materials or services. If any such lien is placed against the Equipment, upon notice of the lien, Owner shall take all necessary steps to discharge the lien including, but not limited to, posting a bond. To the maximum extent permitted by law, both Provider and Owner hereby waive any rights each party has at law or in equity to file a lien against the other party's real or personal property. This Section 6 shall survive the termination of this Agreement.
7. Disputes. The Parties agree to use their best efforts to amicably implement this Agreement. If any conflict related to this Agreement arises between the Parties ("Dispute"), a Party may send written notice describing the Dispute to the other Party ("Demand"). No later than thirty (30) days after receipt of a Demand, representatives of the Provider and Owner, with authority to bind their respective entities, will meet at a mutually agreed upon time and place to attempt to resolve the Dispute through good faith negotiations. If the Dispute remains unresolved after such good faith negotiations have concluded, either Party may pursue any legal remedies available at law or in equity to resolve the Dispute. Except for a legal claim to enforce Section 6, where no Demand will be required, if a Party fails to send a Demand prior to filing a legal claim for relief related to this Agreement, the Party filing such claim shall indemnify the other Party for all expenses, including attorney fees, related to defending against such claim.
8. Limitation of Liability. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL HAVE ANY RESPONSIBILITY, LIABILITY, OR OBLIGATION TO THE OTHER PARTY, SUCH OTHER PARTY'S AFFILIATES, OR THEIR OWNERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES OR CUSTOMERS FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE, DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, COST OF REPLACEMENT SERVICES, LOSS OF CUSTOMERS OR AGENTS OR LOSS OF USE, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS BY REASON OF ANY ACT OR OMISSION OR COMMISSION IN CONNECTION WITH OR UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY DEFECT, DELAY IN AVAILABILITY, OR FOR ANY OTHER CAUSE.
9. Miscellaneous. Provider confirms that this Agreement and the License are subordinate to any mortgage or deed of trust now of record against the Property. This Agreement is freely assignable by either party and shall be binding on and inure to the benefit of the parties hereto, their successors and assigns. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior agreements, whether written or oral related to the same subject matter. This Agreement shall not be modified, amended, supplemented, or revised except by a written documents signed by the Parties.
10. Representations. The undersigned represents to Provider that it is the Owner or the authorized representative of the Owner with the authority to bind Owner.

Lexington-Fayette Urban County Government Public Facilities Corporation

Metro Fibernet, LLC

Signature _____

By: _____

Printed Name: _____

Name: Keith Melton

Title of Signer: Owner / Agent

Title: Vice President of Commercial Customer Operations