

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (“Agreement”) entered into as of _____, is made by and between **City of Camas**, (“City of Camas”) and **Zayo Group, LLC**, a Delaware limited liability company, and its Affiliates and subsidiaries (“Zayo”). Each of Zayo and City of Camas may also be collectively referred to in this Agreement as the “Parties” or, individually, as a “Party.”

WHEREAS, City of Camas is a municipality that owns, operates and maintains fiber networks in Washington; and,

WHEREAS, Zayo is a telecommunications provider that owns, operates and maintains metro fiber networks in multiple cities and long haul networks nationwide; and,

WHEREAS, each Party recognizes the efficiencies realized in exchanging certain dark fibers in support of their own business purposes to effectuate the operations desired by both Parties and is willing to exchange such dark fibers simultaneously in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and obligations contained herein, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE 1: DEFINITIONS

For the purposes of this Agreement, the following terms, whether in the singular or in the plural, when used in this Agreement and initially capitalized, will have the meaning specified:

- 1.1 “Accepting Party” shall mean the Party (either City of Camas or Zayo, as the context requires) who receives either City of Camas conduit access or Zayo dark fiber from the Provider and accepts and uses such dark fibers or conduit pursuant to this Agreement.

- 1.2 “Access Point” is the physical location(s) at which Accepting Party may connect its telecommunications system with the City of Camas conduit access or the Zayo dark fiber, as the context requires. Access Points are further described in Exhibit A for the City of Camas conduit access and Exhibit B for the Zayo dark fiber.
- 1.3 “Affiliate” shall mean, with respect to any Person, any other Person, who directly or indirectly controls, is controlled by, or is under common control with that Person. As used in this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether by way of equity ownership, contract or otherwise.
- 1.4 “Claim” shall mean all suits, actions, damages, claims, liabilities, losses, fines, judgments, costs and expenses (including reasonable attorneys’, accountants’, experts’ fees and disbursements and costs of appeal) of any kind or character.
- 1.5 “Facilities” shall mean the Zayo dark fiber, together with its manholes, handholes and other related improvements, all of which are owned or controlled by Zayo.
- 1.6 “Governmental Authority” shall mean any federal, state, regional, county, municipal, local, territorial, or tribal government, or any public or quasi-public authority, whether foreign or domestic, or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing, including without limitation, courts, public utilities and sewer authorities.
- 1.7 “City of Camas conduit access” shall mean the conduit access provided by City of Camas to Zayo as further described in Exhibit A.
- 1.8 “Person” shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.
- 1.9 “Project Costs” shall mean, for each Party, all labor, transportation, supervision, materials and other costs associated with the applicable Party’s Work.

- 1.10 “Provider” shall mean (a) with regard to the fibers provided by City of Camas to Zayo, City of Camas will be the Provider; (b) with regard to the conduit provided by Zayo to City of Camas, Zayo will be the Provider.
- 1.11 “Service Order” shall mean the service order placed by Zayo for City of Camas conduit access or the service order placed by City of Camas for the Zayo dark fiber in accordance with the procedures set forth in the Underlying Agreements.
- 1.12 “Underlying Rights” shall mean all deeds, leases, easements (including express, implied or prescriptive), rights-of-way agreements, licenses, franchises, pole attachment licenses, grants, contracts and other rights, titles and interests to use real property of any third Person, which are necessary for the construction, placement, location, installation, operation, use, lease, IRU, rental, maintenance, repair or replacement of either the City of Camas conduit access or Zayo dark fiber.
- 1.13 “Work” shall mean all necessary project management, engineering, make-ready, installation, construction and demobilization work required to be completed by each Party in order to provide either the City of Camas conduit access or the Zayo dark fiber.
- 1.14 “Zayo dark fiber” shall mean the conduit provided by Zayo to City of Camas as further described in Exhibit B.

ARTICLE 2: EXCHANGE

- 2.1 The Parties will perform their respective obligations as set forth in Articles 3 and 4 below in accordance with the terms and conditions of this Agreement.
- 2.2 The consideration to Zayo for its performance of this Agreement is as described in Article 3. The consideration to City of Camas for its performance of this Agreement is as described in Article 4. Both Parties stipulate that the consideration supporting their respective rights and performance obligations under this Agreement is adequate and sufficient. The Parties agree that each considers the exchanges to be made hereunder an even or equivalent exchange with no other consideration, fees or charges required to be paid by either Party beyond that established in this Agreement with respect to such Exchange.

- 2.3 The Parties will provide one another fiber or conduit routes as generally described in Articles 3 and 4 below and under the terms and conditions of this Agreement.
- 2.4 In the event of an express conflict between a term in this Agreement, including any amendment, and a term in an Underlying Agreement, the term in this Agreement will control, but solely with respect to the City of Camas conduit access or Zayo dark fiber covered by such Underlying Agreement.

ARTICLE 3: CITY OF CAMAS PROVIDES TO ZAYO

Concurrent with the Effective Date of this Agreement, City of Camas shall provide, and Zayo shall receive the City of Camas conduit access as more fully described in Exhibit A.

ARTICLE 4: ZAYO PROVIDES TO CITY OF CAMAS

Concurrent with the Effective Date of this Agreement, Zayo shall provide, and City of Camas shall receive the Zayo dark fiber as more fully described in Exhibit B.

ARTICLE 5: TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the Effective Date and, if not earlier terminated in accordance with the provisions herein, shall continue in effect until the latest expiration of the initial twenty (20) years ("Initial Term"). If the Provider intends to decommission, abandon or otherwise stop providing services it provides to the Accepting Party, it shall provide written notice at least one hundred eighty (180) days prior to the end of the Initial Term or a Renewal Term. The Accepting Party will have the right to take ownership of the fiber or conduit, as applicable, and begin to maintain the network.
- 5.2 Upon the final expiration of the Term, the Agreement shall immediately terminate, all rights to the use of the City of Camas conduit access and the Zayo dark fiber shall revert to the applicable Provider, and Provider shall owe the Accepting Party no further duties, obligations or consideration.
- 5.3 An Accepting Party may terminate its Service Order for convenience prior to the end of the Service Term without affecting the Provider's rights as an Accepting Party hereunder

and, in such event, (i) the Provider may continue under its Service Order until such Service Order has expired or been terminated; and (ii) the Accepting Party shall not receive any compensation for such termination.

- 5.4 Zayo may terminate, upon thirty (30) days' written notice, its Service Order to City of Camas if City of Camas terminates the Service Order provided by City of Camas to Zayo.
- 5.5 City of Camas may terminate, upon thirty (30) days' written notice, its Service Order to Zayo if Zayo terminates the Service Order provided by Zayo to City of Camas.
- 5.6 Either Party may terminate, upon thirty (30) days' written notice, this Agreement if the other Party has violated any material term of this Agreement and the defaulting Party has failed to cure such breach, all as further described and in accordance with Article 11 Default and Termination below.

ARTICLE 6 ACCESS TO CITY OF CAMAS CONDUIT ACCESS AND ZAYO DARK FIBER SYSTEM

- 6.1 City of Camas shall provide Zayo with access to the City of Camas conduit access at the Demarcation Points as further described in Exhibit A. Zayo shall be responsible for all fiber splicing of the City of Camas conduit access to the fiber of the Zayo system.
- 6.2 Zayo shall provide City of Camas with access to the Zayo dark fiber at the Demarcation Points described in Exhibit B and at additional locations to be mutually agreed between the Parties. Such access is granted for the sole purpose of installing microduct by City of Camas. City of Camas acknowledges that the Zayo dark fiber is already occupied with fibers of Zayo and Zayo customers and, accordingly, agrees to comply with the Zayo access rules as described in Exhibit C.
- 6.3 Recognizing that the Facilities comprise a portion of the Zayo System, Zayo shall have the right to supervise and control in a reasonable manner all activities concerning access to the Facilities, including but not limited to splicing and/or new City of Camas' construction for interconnection between the Facilities and any City of Camas'-owned network. Any such work respecting the Facilities by City of Camas' shall be undertaken only upon ten (10) day prior notice to Zayo, by contractors as reasonably approved by Zayo and with a Zayo

inspector present during such activities. City of Camas shall reimburse Zayo for all costs incurred in connection with such inspector.

- 6.4 Recognizing that the City of Camas conduit access is in a conduit of the Zayo Facilities, City of Camas shall have the right to supervise and control in a reasonable manner all activities concerning access to the City of Camas conduit access by Zayo, including but not limited to splicing and/or new Zayo construction for interconnection between the City of Camas conduit access and any Zayo network. Any such work respecting the City of Camas conduit access by Zayo shall be undertaken only upon ten (10) day prior notice to City of Camas, by contractors as reasonably approved by City of Camas and with an City of Camas inspector present during such activities. Zayo shall reimburse City of Camas for all costs incurred in connection with such inspector.
- 6.5 Accepting Party shall keep the Zayo dark fiber or City of Camas conduit access, as applicable, free and clear from all liens and encumbrances resulting from Accepting Party's use of the fiber. Provider has the right, but not the obligation, to pay all amounts due and discharge any lien or encumbrance, upon thirty (30) calendar days prior written notice to Accepting Party. In that event, Accepting Party shall reimburse Provider upon demand.
- 6.6 All splicing shall be done in accordance with the fiber specifications and acceptance testing as described in Exhibit D.

ARTICLE 7: ASSIGNMENT.

Neither Party may transfer or assign, voluntarily or by operation of law, this Agreement or its duties and obligations contained in this Agreement without the prior written notice to and written consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, neither Party shall be required to obtain the consent of the other for (i) any corporate financing, merger or reorganization, (ii) assignment or transfer of this Agreement or the rights herein granted to any subsidiary, parent company or Affiliate, (iii) any transfer or purchase of all or substantially all of the business or assets of such Party, or (iv) any person with which or

into which such Party may merge or consolidate. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

ARTICLE 8: REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that:

- (a) The undersigned has full authority to enter into this Agreement and hereby accepts this Agreement on behalf of their companies;
- (b) It has full right and authority, including any requisite corporate authority, to perform its respective obligations under this Agreement;
- (c) The execution of this Agreement is not violative of its charter, by-laws or any law, regulation or agreement by which it is bound or to which it is subject;
- (d) No litigation or governmental proceeding is pending or threatened in writing which might have a material adverse effect on this Agreement, the transaction contemplated by this Agreement or the rights of the Parties hereunder.

ARTICLE 9: INDEMNIFICATION

Each Party shall indemnify, defend and hold harmless the other Party and its respective directors, officers, agents, employees, successors and assigns from and against all Claims sustained in any action commenced by any third party in connection with the Indemnifying Party's performance of, or failure to perform, its obligations and duties under this Agreement except for those Claims arising from the negligence or willful misconduct of the Indemnified Party; provided, however, that Provider is not obligated to indemnify the Accepting Party, and the Accepting Party shall defend and indemnify the Provider hereunder, for any Claims by any third party, including end user customers, arising from services provided by the Accepting Party that incorporate any of the services including but not limited to (a) violation of any applicable law by end user customers; (b) damage to property or personal injury (including death) arising out of the acts or omissions of end user customers; (c) termination or suspension of services of the Accepting Party or End User Customers due to an Accepting Party default; or (d) Claims by a third party, including without limitation end user customers, arising out of or related to the use or misuse of any service.

ARTICLE 10: LIMITATIONS OF LIABILITY

10.1 The Providing Party shall not be liable for loss or damage occasioned by a Force Majeure Event and to the extent allowed by law, for injury to or death of any person and for damage to or loss of any property arising out of or attributable to its operations and performance under this Agreement. The Providing Party's total liability to the other Party in connection with this Agreement for any and all causes and Claims whether based in contract, warranty, negligence or otherwise shall be limited to the lesser of (i) the actual direct damages sustained by the Accepting Party; or (ii) a provable amount which shall be no greater than the aggregate unamortized amount of the IRU fees that would have been paid by the Accepting Party to Provider for the City of Camas conduit access or Zayo dark fiber, as applicable, for which the Claim is based and at the time the Claim is made. No cause of action under any theory which accrued more than one (1) year prior to the filing of a complaint alleging such cause of action may be asserted by either Party against the other Party. The foregoing limitation of maximum liability shall not apply to (i) payment obligations due and owing by one Party to the other Party, or (iii) damages arising from the gross negligence or willful misconduct of a Party and shall not restrict either Party's right to proceed for injunctive relief.

10.2 EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE 9 ABOVE AND EXCEPT FOR CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INCURRED OR SUFFERED BY EITHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROVIDING PARTY MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE DESCRIPTION, QUALITY,

MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE SERVICE, LOCAL ACCESS OR ANY OTHER MATTER, AND ANY SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

ARTICLE 11: DEFAULT AND TERMINATION

The following shall constitute an event of default together with the applicable remedies:

11.1 Event of Default. Any of the following shall constitute an event of default: (a) a Party fails to cure any monetary breach within five (5) days of receiving notice of the breach from the other Party; (b) a Party fails to perform or observe any representation, warranty, covenant, condition or agreement and fails to cure such breach within thirty (30) days after written notice of such breach; (c) any representation or warranty made by a Party hereunder or in any other instrument provided to one Party by the other Party proves to be incorrect in any material respect when made; (d) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law or assignment of benefit of creditors is made by or against the Accepting Party; (e) a Party becomes insolvent or fails generally to pay its debts as they become due; or (f) a Party voluntarily or involuntarily dissolves or is dissolved or terminates or is terminated.

11.2 Remedies. In the event of a default by either Party, the non-defaulting Party shall have the right to exercise any or all of the following remedies to the extent applicable: (a) terminate this Agreement; (b) proceed to enforce the remedies of a secured party under Washington law; (c) proceed by court action to enforce performance of this Agreement and any remedy provided for herein and/or recover all damages of any default or exercise any other right or remedy available at law or in equity; and (d) disconnect and/or remove the applicable Dark Fiber and equipment. Upon any such termination, the defaulting Party shall lose the right to use the Dark Fiber. Any such termination shall in no way affect or alter the validity of this Agreement with respect to the rights granted to the non-defaulting Party hereunder and the non-defaulting Party may continue to use the Dark Fiber and avail itself of all other rights it receives pursuant to this Agreement; provided, however, that such non-defaulting Party must pay a use fee to the Provider based on current market value for a lease of similar facilities.

ARTICLE 12: NOTICES

All notices shall be in writing and shall be delivered by certified mail return receipt requested or by nationally recognized overnight delivery that provides proof of delivery. Any such notice shall be deemed effective on the date of mailing. All notices shall be addressed to the Parties as specified below:

If to City of Camas: City of Camas, Inc.
 616 NE 4th Avenue
 Camas, WA 98607
 Attention: _____
 360-834-6864

If to Zayo: Zayo Group, LLC
 1805 29th Street
 Boulder, CO 80301
 Attention: General Counsel

ARTICLE 13: GOVERNING LAW

This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Washington, without reference to its conflicts of law principles. Each Party hereby submits to the jurisdiction and venue of the courts in the State of Washington for purposes of any litigation related to the Agreement and irrevocably waives any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding and any right of jurisdiction on account of the place of residence or domicile of any Party thereto. Each Party hereby irrevocably and unconditionally waives the right to a jury trial in connection with any Claim arising out of or related to this Agreement.

ARTICLE 14: MISCELLANEOUS

14.1 Survival. Any and all provisions of this Agreement which, by their nature, would reasonably be expected to be complied with or performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Termination or expiration of this Agreement or any IRU

shall not affect the rights or obligations of either Party that have arisen before the date of such termination or expiration. Each Party's indemnification and confidentiality obligations shall survive termination or expiration of this Agreement as further described herein.

14.2 Relationship of the Parties. The relationship of the Parties is that of independent contractor and not as the agent, employee or legal representative of the other. Each Party has and hereby retains the right to exercise full control of and supervision over the performance of its obligations hereunder and full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations.

14.3. Amendment. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties.

14.4. Rules of Construction. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of the terms, provisions, or conditions of this Agreement. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the Parties or objects referred to may require. Any capitalized terms used in this Agreement but not defined herein shall have the meaning defined in the applicable Underlying Agreement. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

14.5 Severability. In the event that any term or provision of this Agreement is declared to be illegal, invalid or unconstitutional, then that provision shall be deemed to be deleted from

this Agreement and have no force or effect and this Agreement shall thereafter continue in full force and effect, as modified.

- 14.6 Waiver of Compliance.** Failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment of any such terms or conditions. To the contrary, the same shall remain at all times in full force and effect.
- 14.7 Joint Work Product.** This Agreement is the joint work product of both Parties hereto, accordingly, in the event of ambiguity no presumption shall be imposed against any Party by reason of document preparation.
- 14.8 Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein by this reference as a part of this Agreement.
- 14.9 Entire Agreement.** This Agreement, including any Exhibits, contains the entire agreement between the Parties relating to the rights, duties and obligations granted and assumed herein and supersedes all prior and contemporaneous communications, understandings and agreements with respect to the subject matter hereof, whether written or oral, expressed or implied. No other agreement, statement, promise, or practice between the Parties relating to the Agreement shall be binding upon the Parties.
- 14.10 Counterparts.** This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Electronic signatures shall be treated as originals.

In confirmation of their consent and agreement to the terms and conditions contained in this Agreement and intending to be legally bound hereby, the Parties have executed this Agreement as of the date last written below (“Effective Date”).

City of Camas

By: _____

Printed Name: _____

Title: _____

Dated: _____

Zayo Group, LLC

By: _____

Printed Name: _____

Title: _____

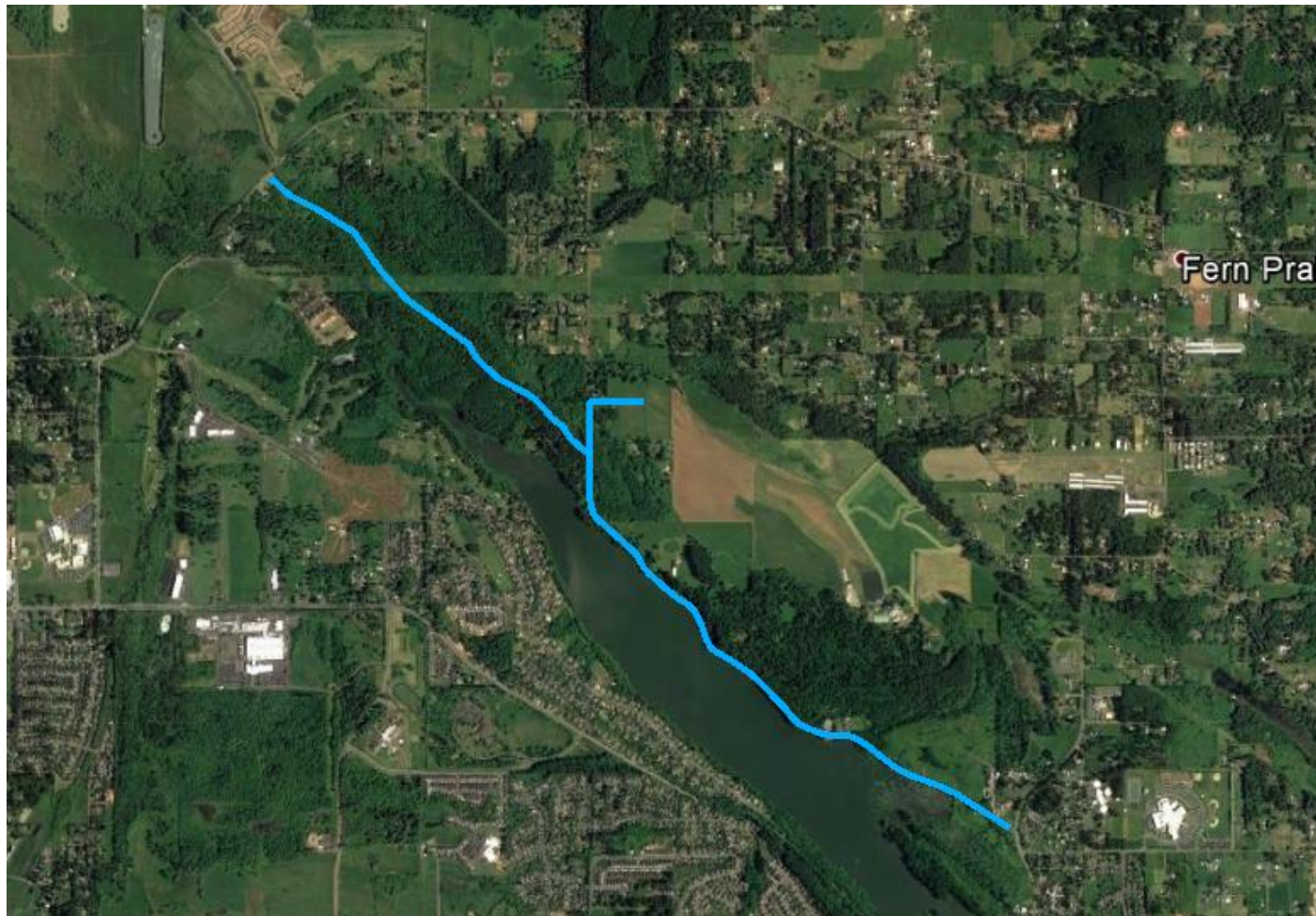
Dated: _____

Exhibit A

City of Camas Conduit Access to Zayo							
A Location	Z location	Route Miles	Existing Conduit	Fiber Miles	Monthly Access Fee	# of months	Total Access Fee
Pump Station 1	Pump Station 3	3.45	1	3.45	\$3,099	240	\$743,744

The A Location and the Z Location are the Demarcation Points for the City of Camas Conduit Access provided to Zayo. These are the splice points for connecting the City of Camas conduit access to the existing dark fiber owned by City of Camas. They are also Access Points for Zayo and City of Camas.

Zayo Renders: 6F along path below (Blue Line)



Zayo Receives: conduit access along path below (Green Line)



Exhibit B

Zayo Fiber to City of Camas							
A Location	Z location	Route Miles	Strands	Fiber Miles	Metro \$3000/FM	10yr IRU	O&M MRC @\$350/rm annual
Pump Station 1	Pump Station 3	3.45	6	20.7	Metro	\$719,594	\$101
		3.45		20.7	Totals	\$719,594	\$101
					O&M @ 240	\$24,150	
					Total Contract	\$743,744	

The A Location and the Z Location are the Demarcation Points for the Zayo fiber provided to City of Camas. They are also Access Points for City of Camas.

Additional Access Points along the Zayo dark fiber will be mutually agreed by City of Camas and Zayo. Each such Access Point will also be a Demarcation Point for the Zayo dark fiber connection to the City of Camas system.

Exhibit C

Access to Zayo Manholes or Handholes

When City of Camas is performing work within Zayo manholes or handholes, City of Camas covenants and agrees:

- (1) That any personnel or representative of City of Camas entering the Zayo manholes or handholes on Inyo Network's behalf shall not step on, connect anything to, or otherwise come into contact with Zayo's, or any other parties, cables or other equipment located in the manholes or handholes. Additionally, City of Camas may not, nor permit others to, rearrange, disconnect, remove, attempt to repair or otherwise tamper with any of the Facilities or equipment installed by Zayo or any other parties;
- (2) To perform or cause to be performed all work contemplated hereunder in a safe manner consistent with construction and maintenance best practices;
- (3) To comply with all lawful federal, state and municipal laws, statutes, codes, orders, rules and regulations applicable to the manholes and handholes;
- (4) To observe all reasonable rules and regulations set forth in writing by Zayo for the use of the manholes and handholes, as amended from time to time, provided that any such rules and regulations shall in no event materially interfere with City of Camas' rights under this First Amendment and in the event of a conflict between any such rules and regulations and the terms of this First Amendment, the terms of this First Amendment shall control;
- (5) To perform or cause to be performed all work contemplated hereunder in such a way as to minimize interference with the operation and use of Zayo's or any other party's facilities in the manholes or handholes;
- (6) To obtain, prior to the commencement of any work, all necessary federal, state and/or municipal permits, licenses and approvals;
- (7) Not to store cable in excess of 100' within the manholes or handholes without prior written approval from Zayo
- (8) Intercept Zayo dark fiber at all locations where City of Camas requires a splice point, by placing a new City of Camas owned manhole or handhole.
- (9) To place an identifying carrot or other label on City of Camas' fiber sheath in each manhole or handhole, and
- (10) To be financially liable for the cost of repair or replacement of any conduits, cables, equipment or any other portion of the manholes, handholes or the property of third parties that is damaged by City of Camas as a result of City of Camas performing work in or around the manholes and handholes, together with any outage credits which may have been incurred by Zayo as a result of Zayo customers losing the use of their dark fiber.

City of Camas shall have no right whatsoever to physically access the Zayo Facilities, or to maintain, repair or replace the Facilities, except as specifically described above.

Exhibit C - continued
Access to City of Camas conduit access

When Zayo is performing work with the City of Camas conduit access, Zayo covenants and agrees:

- (1) That any personnel or representative of Zayo working with the City of Camas conduit access on Zayo's behalf shall not step on, connect anything to, or otherwise come into contact with Inyo's cable located in the conduit.
- (2) To perform or cause to be performed all work contemplated hereunder in a safe manner consistent with construction and maintenance best practices;
- (3) To comply with all lawful federal, state and municipal laws, statutes, codes, orders, rules and regulations applicable to the manholes and handholes;
- (4) To observe all reasonable rules and regulations set forth in writing by City of Camas for the use of the City of Camas conduit access, as amended from time to time, provided that any such rules and regulations shall in no event materially interfere with Zayo's rights under this First Amendment and in the event of a conflict between any such rules and regulations and the terms of this First Amendment, the terms of this First Amendment shall control;
- (5) To perform or cause to be performed all work contemplated hereunder in such a way as to minimize interference with the operation and use of City of Camas cable;
- (6) To obtain, prior to the commencement of any work, all necessary federal, state and/or municipal permits, licenses and approvals;
- (7) Intercept City of Camas cable at all locations where Zayo requires a splice point, by placing a new Zayo owned manhole or handhole.
- (9) To place an identifying carrot or other label on Zayo's fiber sheath in each manhole or handhole, and
- (10) To be financially liable for the cost of repair or replacement of any conduits, cables, equipment or any other portion of the manholes, handholes or the property of third parties that is damaged by Zayo as a result of Zayo's performing work in or around the manholes and handholes, together with any outage credits which may have been incurred by City of Camas as a result of City of Camas customers losing the use of their dark fiber.

Zayo shall have no right whatsoever to physically access the City of Camas cable, or to maintain, repair or replace the cable, except as specifically described above.

Exhibit D
Fiber specifications and acceptance testing
[Terrestrial Only]

SPECIFICATIONS

The fiber optic cable shall generally be single-armored unless otherwise designated by Provider in its sole discretion.

Optical Cable with Non-Zero Dispersion –Shifted Fiber

- ♦ Attenuation at 1550 nm = 0.27 dB/km max
- ♦ Total Dispersion = 2.0 - 6.0 ps/nm-km for 1530 nm to 1565nm
4.5 – 11.2 ps/nm-km for 1565nm to 1625nm

Optical Cable with Single Mode Fiber

- ♦ Attenuation at 1310 nm = 0.40 dB/km max
- ♦ Attenuation at 1550 nm = 0.30 dB/km max
- ♦ Zero Dispersion wavelength = 1300 to 1322nm
- ♦ Dispersion slope = <.092 ps/nm²*km typical

Optical Cable with Negative Dispersion Single Mode Fiber

- ♦ Attenuation at 1550 nm = 0.27 dB/km max
- ♦ Attenuation at 1310 nm = 0.50 dB/km max
- ♦ Total Dispersion = -10.0 to -1.0 ps/(nm*km) for 1530 nm to 1605nm

ACCEPTANCE TESTING

All splicing and testing shall be performed with industry-accepted equipment. Provider shall perform two stages of testing during construction of a new fiber cable route installed pursuant to this agreement. Industry accepted Optical Time Domain Reflectometer (OTDR) and Optical Power Loss tests shall be performed.

1.1 Splicing Standards are as follows for standard single mode fiber:

After end-to-end (site-to-site) connectivity on the fibers, bi-directional span testing shall be done at both 1550nm and 1310nm. Spans in excess of 60kM shall be tested at 1550nm only, 1310nm Testing will be omitted unless specifically requested by the customer. Test results from spans in excess of 60kM will have no bearing on route or system acceptance and shall be provided as information only. These measurements must be made after the splice manholes or handholes are closed in order to check for macro-bending problems. Connectors shall be cleaned as necessary to ensure accurate measurements are taken.

Installed loss measurement at 1310nm and 1550nm shall be recorded using an industry-accepted laser source and power meter. Continuity testing shall be done on all fibers concurrently. The overall bi-directional splice loss average (calculated as the sum of splice

loss for the span divided by the number of splices) shall not exceed 0.15 dB at 1550nm and/or 0.20dB at 1310nm. No single splice event will exceed 0.3db at 1550nm.

The objective loss value of the connector and its associated splice shall be 0.50dB or less. This value does not include the insertion loss from its connection to the FDP. Connectors shall be Ultra SC-UPC with conventional single mode glass.

The end-to-end loss value as measured with an industry-accepted laser source and power meter should have an attenuation rating of less than or equal to the following:

- (1) At 1310nm: $(0.40 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.20 \text{ dB} \times \text{number of splices})$.
- (2) At 1550nm: $(0.30 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.20 \text{ dB} \times \text{number of splices})$.”

1.2 All splices shall be protected with heat shrinks. An industry-accepted non-encapsulated splice enclosure shall be used on all splices (like Alcatel WTC2, PLP Coyote, Lucent 2600, 3M 2178, Tyco 450-D or Windsor.)

1.3 The entire fiber optic system shall be properly protected from foreign voltage and grounded with an industry-accepted system.

Exhibit E
Form of Completion Notice

{Current Date}

Company Name

Addressee

Street Address

City, State and Zip

Re: *Contract Identifier*

Dear Sir or Madam:

This letter is your Completion Notice that the Dark Fiber described in the contract titled above has been installed and completed. Test results have been delivered to {_____}.

Please sign below indicating your acceptance and return this document to the address noted above. Per the Agreement, if we do not receive your acceptance signature then the default acceptance is assumed on *{current date plus 2 days}*.

If you should have an operational issue; please contact our operations center at _____. Should you have any questions regarding this notice, please contact the undersigned at _____.

Best regards,

Accepted by:

Name: _____

Title: _____

Date: _____