

FOURTH AMENDMENT
to the
DARK FIBER LEASE AGREEMENT
By and Between
ZAYO GROUP, LLC
And
CLARK COUNTY, NEVADA

THIS AMENDMENT (hereinafter "Fourth Amendment") is made and entered into this _____ of _____ 2024, between Zayo Group, LLC and its affiliates, subsidiaries, and parent, as successor in interest to IDACOMM, INC, ("Zayo") and CLARK COUNTY, NEVADA ("Lessee") enter into this Fourth Amendment to the Dark Fiber Lease Agreement executed on May 1, 2007 ("Agreement"). Zayo and Lessee may also be individually referred to as a "Party" or collectively as the "Parties". Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

WITNESSETH:

WHEREAS, Zayo and Lessee previously entered into that certain Dark Fiber Lease Agreement, effective May 1, 2007 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Grant of Lease. Section 2.1 of the Agreement shall include the following:

"Zayo hereby leases to Lessee, and Lessee hereby leases from Zayo an additional thirty-two (32) fibers in the Zayo Network, as more particularly described in Exhibit D attached hereto (the "Fibers"), together with the nonexclusive right of use of the Associated Property needed for the use of the Fibers."

2. Exhibit D, Service Order Form #2342567 shall be included in its entirety, attached hereto.

IN WITNESS WHEREOF and except as otherwise set forth in this Fourth Amendment, the Agreement is hereby affirmed in all respects and all other terms, covenants and conditions of the Agreement shall remain unchanged and shall continue in full force and effect. Subject to the foregoing, this Fourth Amendment sets forth the entire understanding of the Parties and supersedes any and all prior agreements, arrangements or understandings relating to the subject matter hereof and is attached hereto and incorporated herein by referenced and shall continue in full force and effect beginning on the latest date of execution below ("Effective Date"). In case of an inconsistency or a conflict between the Agreement and this Fourth Amendment, this Fourth Amendment shall govern.


Lessee:

Zayo:

COUNTY OF CLARK, NEVADA

ZAYO GROUP LLC

By: _____
JESSICA COLVIN
Chief Financial Officer

By:  _____
JONATHAN KILBURN
VP, General Counsel LES

APPROVED AS TO FORM:
STEVEN B. WOLFSON, District Attorney

By: Jason Patchett
Jason Patchett (May 23, 2024 08:13 PDT)
JASON B. PATCHETT
Deputy District Attorney

EXHIBIT D



Order Form

Order Information

Contracting Entity	Clark County, Nevada	Billing Account	Clark County Information Tech	Account Number	3744
Representative	Michael DiBenedetto	Phone	(607) 725-5392	Email	michael.dibenedetto@zayo.com

New Order - 2342567

Order Details

Order Details		Product Details	
Order ID	2342567	Product Category	Point to Point
Order Type	New	Number of Fibers	32
Order Term	36 months	DF Estimated Route Miles	28.60
Estimated Delivery Date	60 Business days from execution		
Customer PO	TBD		
Product	Dark Fiber		

Order Component(s)

Record Type ID	Address	Address	Bandwidth	Space Code	Lateral A	Lateral A	Lateral Z	Lateral Z Details
Dark Fiber	3330 E Lone Mountain Rd/FI-1/Rm-Equipment North Las Vegas, NV 89081	1670 Pinto Ln/FI-1/Rm-MPOE Las Vegas, NV 89106			Two (Diverse)		Two (Diverse)	
Dark Fiber	1670 Pinto Ln/FI-1/Rm-MPOE Las Vegas, NV 89106	3330 E Lone Mountain Rd/FI-1/Rm-Equipment North Las Vegas, NV 89081			Two (Diverse)		Two (Diverse)	

Pricing

Product	Service Item Desc	Component	Component Address	Type	Status	Quantity	Amount	Items Total
Dark Fiber	Dark Fiber	SOC-0005096180	1670 Pinto Ln/FI-1/Rm-MPOE Las Vegas NV 89106	MRC	Pending Install	1	USD 9,780.00	USD 9,780.00
Dark Fiber	Dark Fiber	SOC-0005096176	3330 E Lone Mountain Rd/FI-1/Rm-Equipment North Las Vegas NV 89081	MRC	Pending Install	1	USD 4,700.00	USD 4,700.00
Monthly Recurring Charges Total:								USD 14,480.00

Contract Details

Details	
Governing MSA	Clark County Information Tech Dark Fiber Lease (AFS) 2007-05-01 (CBE Number 600642-07)

Order Notes

Expiration Date Pricing on this Order Form expires if Order is not signed prior to June 16, 2024

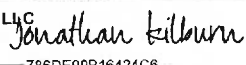
Order ID(s): 2342567**Grand Total Costs**

Service Item Desc	Items Total
Monthly Recurring Charges Total:	USD 14,480.00

Customer Contact Information:

Role(s)	Name	Phone	Email
Billing Contact	Susana Escobedo	(702) 455-6625	susana.escobedo@clarkcountynv.gov
Primary	Joseph Holguin	(702) 455-6108	joseph.holguin@clarkcountynv.gov

Signatures

DocuSigned by:
Zayo Group LLC

 Signature: 786DE98B16424C6
 Printed Name: **Jonathan Kilburn**
 Date: **May 21, 2024**
 Title: **VP & General Counsel LE**

Clark County, Nevada

Signature:

Printed Name:

Date:

Title:

Terms and Conditions

- Customer acknowledges that Customer is ordering the access and service(s) described above ("Dark Fiber Offerings" or "Offerings") from Zayo Group, LLC, and or its applicable affiliate or subsidiary ("Zayo"). This Customer Order shall be governed by and subject to the applicable contract documents between Customer and Zayo referenced above (collectively, the "Agreement"). If Customer has not executed an Agreement and/or no Agreement is referenced in this Customer Order, then this Customer Order shall be governed by the terms and conditions of Zayo's Master Customer Agreement and applicable Customer Schedule in effect as of the date of this Customer Order, incorporated herein by this reference and available upon request. This Customer Order is subject to availability and shall only become binding upon acceptance by an authorized Zayo representative. Customer acknowledges that upon Zayo's acceptance, this Customer Order shall become a non-cancellable, binding obligation for the purchase of the Offering for the Offering Term stated above. By signing this Customer Order, Customer further acknowledges that it has read and understands the terms and conditions of this Customer Order and Customer's signatory represents that he/she is authorized to sign this Customer Order on Customer's behalf.
- All charges for the Offering in this Customer Order are exclusive of any taxes and other fees and surcharges (as defined below). Except for taxes based on Zayo's net income, Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass ("Taxes"). Customer shall also be responsible for any property tax surcharges, additional government fees (including without limitation Federal and State regulatory fees), franchise fees, rights of way fees or charges, license or permit fees, and any other duties, fees, charges or surcharges imposed on incident to, or based upon the provision, sale, or use of the Offerings. ("Other Fees and Surcharges") If applicable to the Offerings being purchased by Customer, such Other Fees and Surcharges will be listed on Customer's Invoice. If Customer is entitled to an exemption from any of the Taxes or Other Fees and Surcharges, Customer is responsible for presenting Zayo with a valid exemption certificate (in a form reasonably acceptable to Zayo). Zayo will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Offering billed by Zayo to Customer following Zayo's receipt of such exemption certificate. Customer shall indemnify, defend and hold Zayo harmless from payment and reporting of all such Taxes and Other Fees and Surcharges, including costs, expenses, and penalties incurred by Zayo in settling, defending or appealing any claims or actions brought against Zayo related to, or arising from, the non-payment of such Taxes and/or Other Fees and Surcharges.
- Unless otherwise stated elsewhere in the Agreement, the Lease Charge shall be adjusted annually effective December 31st of each year by the greater of (i) four percent (4%) or (ii) the cumulative increase in the U.S. Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, published by United States Department of Labor, Bureau of Labor Statistics ("CPI Adjustment") for the preceding 12 month period. Unless specifically excluded in the Agreement, Customer shall reimburse Zayo for its proportionate share of the costs related to any required relocation and for its proportionate share of any non-routine maintenance.
- In support of Zayo meeting the Estimated Delivery Date, Customer specifically acknowledges that Customer is responsible for all work and costs on the premise side of each Zayo Demarcation Point, including cross-connections. In addition, Customer shall be responsible for securing all rights and paying the related costs to connect to the Zayo Demarcation Point, for securing all rights and paying the related costs to access, occupy, and conduct typical telecommunication operations within each respective building (including any necessary rights for Zayo to enter and access each building), and for providing all necessary cable pathways in and to the respective building (all of the preceding may include, but not be limited to, construction permits and underlying rights, building access and/or occupancy agreements, building access and/or occupancy fees, lateral/conduit fees, riser fees, cross-connects and cross-connect fees, coordination at any third party owned location, and, where applicable, necessary space for Zayo's fiber termination panel). All of the above, collectively, shall be referred to as "Customer Requirements" and Customer shall reimburse Zayo in the event that a third party bills Zayo for charges related to such Customer Requirements. If Customer satisfies a Customer Requirement by purchasing an Offering from Zayo, Zayo may pass through and Customer shall pay Zayo for any increase in the charges to Zayo by a third party which Zayo utilizes to provide Customer the Customer Requirement. Customer acknowledges that any delay in Customer providing such Customer Requirements may delay Zayo from completing work at any location. In the event that Customer has not provided the Customer Requirements in time to allow Zayo to complete work (including Fiber Acceptance Testing) at any location on or before the Estimated Delivery Date, then Zayo may continue with the acceptance procedures to the extent possible and deem the fiber delivered and accepted.
- If Customer is discontinuing Offering (s) of any type for any reason, Customer must submit the disconnection request through the form located at <https://www.zayo.com/disconnectservice/>.