

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is made by and between the Grand Junction Downtown Development Authority with offices for transaction of business located at 437 Colorado Avenue, Grand Junction, Colorado 81601 ("Customer"), and NEO Fiber, with a mailing address of PO Box 2664, Glenwood Springs, Colorado 81602 ("NEO").

Recitals

Customer hereby engages NEO to provide certain professional consulting services ("Services") as set forth in supplemental written instructions issued by Customer to NEO and signed on behalf of both parties by their authorized representatives describing in detail, among other things, the description and/or specifications of the Services to be performed ("Task Order(s)"). Each Task Order shall be supplemental to this Agreement and the first shall be designated "Task Order One," and successive Task Orders shall be similarly identified in numerical order. Each task shall be incorporated herein as if set forth and,

NEO accepts such engagement and agrees to perform the Services described herein and in each Task Order(s).

Agreement

In consideration of the promises and covenants contained herein, Customer and NEO agree to the accuracy of the above recitals and further agree as follows:

1. Term.

1.1. This Agreement shall remain in effect for twenty-four months commencing September 8, 2015, unless sooner terminated as allowed herein. The parties may extend the term of this Agreement by mutual written agreement signed by both the Customer and NEO.

1.2. NEO will complete the Services by the completion date(s) set forth in individual Task Orders, unless sooner terminated as allowed herein.

TERMINATION. Customer and NEO shall each have the right for its convenience to terminate this Agreement by giving the other party written notice at least thirty (30) days prior to the effective date of termination. Any notice given by Customer shall specify the extent to which this Agreement terminated and the nature and scope of Services, if any, NEO shall continue to perform until the effective date of termination. Upon termination of this Agreement, Customer shall pay all fees for hours worked for each Task Order. If a Task Order's service fees are not based upon an hourly rate, the fees due shall be as specified in the Task Order.

SERVICE FEE, EXPENSES AND PAYMENT.

1.3. As consideration for NEO's performance of Services, Customer shall pay NEO the amount(s) specified in individual Task Order(s) either on an hourly or lump sum basis as the same are agreed to and specified. If the Scope of Work of the Task Order(s) changes then, NEO and Customer will discuss and amend the Scope of Work to include such changes to the work and/or compensation. In addition, if specified in the applicable Task Order(s), NEO shall be reimbursed for reasonable expenses actually and necessarily incurred at the direction of the Customer. The reimbursement of such expenses shall be in accordance with the standard expense reimbursement policy of Customer.

1.4. NEO shall issue invoices following the delivery or completion of Services rendered or monthly for Services provided on an ongoing basis. Invoices will contain an itemized description of all expenses, charges, costs, Service descriptions. All undisputed invoices will be paid within thirty (30) days of receipt. Payment of a disputed invoice(s) shall not constitute acceptance or approval of Services or a waiver by Customer of any right.

1.5. NEO shall maintain complete and accurate records of all amounts billable to and payments made by Customer hereunder in accordance with recognized accounting practices. NEO shall retain such records for a period of four (4) years from the date of final payment for Services. During the term of this Agreement and the respective periods in which NEO is required to maintain such records, Customer and its authorized agents and representatives shall have access to such records for purposes of audit during NEO's normal business hours and upon reasonable written notice.

2. **INDEPENDENT CONTRACTOR.** NEO hereby declares and agrees that it is engaged in an independent business and will perform its obligations under this Agreement as an independent contractor and not as the agent or employee of Customer; that NEO will be solely responsible for all matters relating to payment of social security, withholding and all other federal, state and local taxes and other laws, rules and regulations and that NEO will be responsible for NEO's own acts during the performance of NEO's obligations under this Agreement.

3. **SOLICITATION OF EMPLOYEES.** Customer agrees that throughout the period during which NEO is working on Customer's behalf and for one year thereafter, Customer will not offer employment to any of NEO's employees or affiliate staff without NEO's prior written consent.

4. **OWNERSHIP.** All technical or business information, in whatever medium or format, including but not limited to, data, specifications, processes, drawings, records, reports, proposals, and related documentation, research, or other information, originated or prepared by or for NEO in contemplation of, or in the course of, or as a result of, work performed hereunder ("Prepared Information"), shall be promptly furnished to Customer, and is owned by the Customer and may be used, reused and shared by customer as it sees fit for its purposes. Prepared Information specifically excludes NEO's preexisting works and/or Prepared Information developed by NEO or acquired by NEO that was not specifically developed for Customer. Customer is hereby entitled to use said information as deemed necessary for its purposes including the possibility of assigning said information to any companies related to the Customer.

5. **CONFIDENTIAL AND PROPRIETARY INFORMATION.**

5.1. During the term of this Agreement, NEO and Customer may receive confidential and proprietary information ("Proprietary Information") belonging to the other or third parties. Proprietary Information shall be marked by NEO as such; it may include but is not limited to Customer's plans, strategies, processes, ideas, concepts, materials, processes, techniques, software programs, the concepts contained in such programs, documentation, test results, third party financial information and business or technical plans. Information which: (i) is in the public domain through no act or omission of the receiving party; (ii) was in the receiving parties lawful possession without limitation on disclosure; (iii) is hereafter disclosed lawfully to the receiving party without limitation on disclosure; or (iv) if independently developed by the receiving party shall not constitute Proprietary Information.

5.2. NEO and Customer agree subject to the Colorado Open Records Act, to hold Proprietary Information in strict confidence and shall not make such Proprietary Information available to any third party, except Customer's financial and legal advisors, unless directed by a court of competent

jurisdiction, in any form during the term of this Agreement or any time after termination or expiration hereof. Each party shall only duplicate Proprietary Information as necessary to perform their respective obligations under this Agreement and Colorado law.

6. **INSURANCE.** During the term of this agreement, NEO shall maintain and provide, proof to the Customer of the existence of the policies Commercial General Liability Insurance with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in annual aggregate and Professional Liability Insurance with a minimum of \$1,000,000 per claim and \$2,000,000 in annual aggregate. NEO shall carry Standard Workers' Compensation Insurance as required by law.

7. **PROPERTY DAMAGE: LIMITATION OF LIABILITY.** Each party will be responsible for any actual, physical damages it directly causes which results in property damages or personal injury, including death in the course of its performance under this Agreement.

8. **COMPLIANCE WITH LAWS.** Each party shall comply, at its own expense, with the provisions of all federal, state and local laws, regulations, ordinances, requirements and codes that are applicable to the performance of the Services hereunder, including the environmental regulations applicable to the Site, as well as the Customer's policies on social matters and corporate image.


9. **ASSIGNMENT.** NEO may not assign or delegate its rights or obligations under this agreement, in whole or in part. Customer may assign this Agreement to any parent, subsidiary, affiliate, or successor of Customer.

10. **NOTICES.** For purposes of communication, approval, or authorization concerning any matter pursuant to this Agreement, all communications shall be in writing, or if oral shall be reduced to writing, and made by U.S. Mail or other delivery service, facsimile, or personal service to the address noted above. Either party may change its address by giving written notice to the other party.

11. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement and supersedes any and all prior agreements, written or oral, between the parties with respect to the Services set forth herein. Neither party shall be bound by, and each party specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is proffered by the other party in any correspondence or other document, unless the party to be bound thereby specifically agrees to such provision in writing.

The parties intending to be legally bound have caused this NEO Agreement to be executed on the date(s) set forth below.

NEO Fiber, Inc.



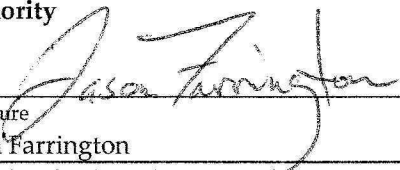
Signature
Diane Kruse

Name Typed or Printed
CEO

Title
10/2/2015

Date

Grand Junction Downtown Development Authority



Signature
Jason Farrington

Name Typed or Printed
Chairman

Title
October 2, 2015

Date

TASK ORDER ONE
Consulting Services, Broadband Pilot and Invitation to Bid

This Task Order One is issued pursuant to the terms and conditions of that certain Agreement between ("Customer") and ("NEO") dated October 2, 2015 (the "Agreement").

1. SERVICE DESCRIPTION, LOCATION(S) AND FEE(S).

1.1. This Task Order One shall be effective on October 5, 2015 and shall be completed no later than (240) days from the date signed (the "Task Order Term").

1.2. The services NEO shall provide are generally described as providing general consulting services for community broadband planning.

The Scope of Work to be provided by NEO is:

Development of a Broadband Pilot Project (1 – 3 months)

- a. Work with the City staff and Downtown Development Authority on the development of a broadband pilot project for the Downtown area of the City of Grand Junction. The Downtown Area is defined as the Downtown Development Authority boundary.
- b. Provide a baseline valuation of the City of Grand Junctions' existing conduit and fiber optic facilities to use for initial negotiations with a potential public/private partner.
- c. Develop a competitive Invitation to Bid describing the goals of the broadband study, information specific to the broadband pilot and the intended result of abundant broadband at an affordable price.
- d. Respond to questions regarding the Invitation to Bid process and evaluate responses.
- e. Recommend strategies for engaging in a possible public/private or a public/public partnership for the pilot project with the goal of proof of concept, positive results and potential go-forward plan for the City's overall broadband plan.

NEO will work with the City of Grand Junction staff and the Downtown Development Authority to develop a broadband pilot project for the downtown area of the City of Grand Junction. The boundaries of the broadband pilot's geographic area will be defined by this effort. It is understood that the City of Grand Junction has existing conduit and fiber optic assets that could potentially be leveraged to expand more abundant broadband services to businesses and residents in the downtown area. NEO will provide a high-level analysis and valuation of these existing assets to be used as a baseline for among other things negotiations with a potential partner to provide services.

NEO will write an Invitation to Bid that will be sent to potential service providers and other public agencies with the intention of establishing a public/private or public/public partnership for the delivery of abundant and affordable broadband services for the pilot area. NEO will respond to questions during the Invitation to Bid process and will provide an evaluation of the responses. NEO will lend its expertise in recommending strategies for engaging in a potential public/private or a public/public partnership to initial serve the pilot project and to potentially serve the wider context of the City of Grand Junction.

Additionally, NEO will provide general consulting services as directed by Customer.

The Deliverables and estimated timeframes are provided below:

- A. Baseline valuation of existing conduit and fiber.** 2-3 weeks after receipt of GIS-based information on existing conduit and fiber and the map of the defined service area.
- B. Written Request for Invitation to Bid.** 2-3 weeks after the valuation of existing conduit and fiber. The Invitation to Bid will be sent out to service providers to formally respond. This is typically a 45-day process, to allow for submission of questions and the responses to questions and giving the service providers time to respond.
- C. Preliminary FTTB Design and Estimated Capital Costs.** The preliminary design of the FTTB (Fiber to the Business) network will be conducted as we are waiting to hear back from the Invitation to Bid process. This information will help inform the strategies for service delivery for the businesses in the downtown core.
- D. Written report of recommendations and strategies for consideration.** 2-4 weeks after receipt of responses to the Invitation to Bid.

1.3. NEO will be paid by Customer an hourly rate of \$150 (One hundred and fifty dollars) per hour, plus travel expenses as provided for herein. The total hourly fees and expenses for this Task Order One will not exceed \$16,000 without the prior written consent of the Customer.

1.4. SERVICE SPECIFICATIONS, REQUIREMENTS AND DELIVERABLES.

During the term of this Agreement, NEO shall, at the direction of Customer, use its best professional skills, expertise and experience to perform Services.

The nature and scope of the Services associated with this Agreement and the Services will necessitate timely communication to Customer Representative of NEO's findings. Therefore, it will not be possible for all of NEO to be in the form of written reports that detail the nature of NEO's professional Service rendered.

2. PERFORMANCE STANDARDS.

NEO agrees to perform the Services with care, skill, and diligence, and shall be responsible for the quality, technical accuracy, completeness, and coordination of all reports, information, specifications, and other items and services furnished under this Agreement. NEO shall comply with all applicable governmental laws, ordinances, codes, and regulations in performing the Services.

The details of said performance shall be detailed by the parties in a Deployment Level Agreement and/or a Service Level Agreement as applicable.

4. CUSTOMER REPRESENTATIVES.

Customer Name: Downtown Development Authority, Grand Junction, Colorado
Contact Name: John Schneider, Executive Director
Address: 437 Colorado Avenue, Grand Junction, Colorado 81501

Telephone: 970-245-9697
Email: vondab@ci.grandjct.co.us

With copies to:

5. **NEO REPRESENTATIVES.**


NEO Fiber
Diane Kruse
PO Box 2664,
Glenwood Springs, Colorado 81602
Telephone: 970-309-3500
Email: dkruse@NEOfiber.net

6 **ADDITIONAL TERMS AND CONDITIONS.**

This Task Order One and the Agreement shall be read so as to complement each other. However, in the event of an irreconcilable conflict in the terms thereof, the provisions of the Agreement shall have precedence over the terms of this Task Order One.

NEO Fiber, Inc.

Grand Junction Downtown Development Authority

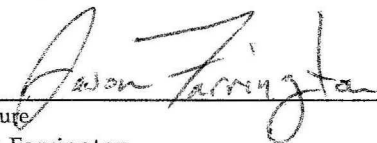


Signature
Diane Kruse

Name Typed or Printed
CEO

Title
10/2/2015

Date



Signature
Jason Farrington

Name Typed or Printed
Chairman

Title
October 2, 2015

Date