

## Indefeasible Right to Use Agreement

This Indefeasible Right to Use Agreement (the “Agreement”) is effective as of the last date signed (“Effective Date”), is by and between the **Virgin Islands Telephone Corporation dba Viya**, a United States Virgin Islands limited liability company with a principal place of business at **4611 Tutu Park, Suite #200, St. Thomas, VI 00802** (“Viya”) and **Little St. James, LLC.**, a United States Virgin Islands limited liability company with a principal place of business at **A, B, & C Little St. James Island, 6B Red Hook Quarter, St. Thomas, VI 00802** (“Customer”).

WHEREAS, Customer and Viya are party to a Services Agreement whereby Viya will deliver telecommunications services (the “Services”) to Customer’s premises on the terms and conditions provided therein;

WHEREAS, in order to facilitate and as an inducement to Viya to deliver the Services, Customer has agreed to provide Viya with an indefeasible right of use of Customer’s Fibers (as defined below) on the terms and conditions provided herein;

NOW, THEREFORE, in consideration of the promises and covenants made herein, the parties hereby agree as follows:

### 1. Definitions

For purposes of this Agreement, the following terms have the following definitions:

“**Affiliate**” means, with respect to a party, any firm, corporation, partnership, association, trust or other person or entity, whether now or hereafter existing, that directly or indirectly controls, is controlled by, or is under common control with that party.

“**Customer Fibers**” means the fibers, conduit, and any other appurtenances thereto identified in Exhibit 1.

“**Commencement Date**” means the date that Viya accepts delivery of the Customer Fibers in accordance with Section 3.2.

“**End Points**” means the termination points of the Customer Fibers to which the Parties may mutually agree as specified in Exhibit 1,

with the costs of any termination equipment to be borne by Customer.

“**Governmental Authority**” means any federal, state, regional, county, city, municipal, local, territorial, or tribal government, whether foreign or domestic, or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing.

“**Insolvency Event**” means (1) a receiver, administrator or similar officer is appointed over any assets or business of Customer; (2) Customer makes a purpose of a genuine amalgamation or reconstruction, or anything similar happens under national, state or local laws of any country.

“**Indefeasible Right of Use**” or “**IRU**” means (i) beneficial title and interest in, and exclusive, unrestricted and indefeasible right of use to the Customer Fibers and (ii) the nonexclusive right to use the tangible and intangible property (including all Underlying

Rights) necessary for the use of the Customer Fibers, but excluding any electronic or optronic equipment.

“**Month**” means a calendar month, unless otherwise specified.

“**Personnel**” means, with respect to a party, that party’s employees, agents, Affiliates, independent contractors, subcontractors, and suppliers of any tier.

“**Ready for Service Date**” means the date specified in Exhibit 1 by which date Customer must make ready the Customer Fibers for Viya connection.

“**Specifications**” means all descriptions and specifications for the Customer Fibers set forth in this Agreement (including Exhibit 1), plus all additional written descriptions and specifications that Customer may furnish to Viya in connection with the Customer Fibers.

“**Underlying Rights**” includes all rights, licenses, permits, authorizations, franchises, rights-of-way, easements and other approvals that are necessary for Customer to obtain in order to permit Customer to own, install and keep installed, and maintain the Customer Fibers in accordance with this Agreement and to convey the IRU to Viya and all other rights under this Agreement pursuant to the IRU.

## 2. Scope of Grants

**2.1 General.** Customer hereby irrevocably sells, conveys, transfers, assigns and delivers to Viya, and Viya hereby accepts and acquires from Customer the following: (i) exclusive, unrestricted and indefeasible right of use to, for the purposes described herein, the Customer Fibers. The IRU grant does not convey full legal title or legal ownership of any fibers or equipment. During the Term of this Agreement, Customer has no

right to revoke or restrict in any manner or to any degree whatsoever, through injunctive relief or otherwise, the use of the Customer Fibers granted to Viya pursuant to this Agreement, including following a breach by Viya of any legal duty or obligation imposed by any contract, including this Agreement, by the law of torts (including simple or gross negligence, strict liability or willful misconduct), or by federal or state laws, rules, regulations, orders, standards or ordinances. The Parties agree that any such breach shall be compensable, if at all, by a remedy at law and not at equity.

**2.2 Use of the Customer Fibers.** In consideration for the grant of the IRU specified in Section 2.1, Viya agrees to use the Customer Fibers solely to provide the Services to Customer and its guests, tenants, and designees. The rates, terms, and conditions under which Viya will provide such communications services will be set forth in separate agreements signed by Viya and Customer, its guests, tenants, or designees to which they may mutually agree. The Parties acknowledge and agree that Viya has no minimum commitment to use any of the Customer Fibers.

**2.3 Changes to the Customer Fibers.** Customer may not, at any time, add to, reconfigure or otherwise vary the Customer Fibers or any fiber optics communications system of which the Customer Fibers may be a part, including the capacity, segments, cable landing stations or landing parties (a “Fiber Change”), if that Fiber Change: (1) has a material adverse effect on Viya’s rights in or use of the Customer Fibers as determined by Viya in its reasonable discretion; or (b) interrupts Viya’s use of the Customer Fibers for a continuous period of more than 6 hours or more than an aggregate of 12 hours in any six-month period. Customer agrees to hold Viya harmless and

waive any rights it may have for service credits or other remedies based on an outage of the Services caused by a Fiber Change or Customer.

#### **2.4 Maintenance of Underlying Rights.**

Customer agrees to maintain during the Term, at Customer's cost, all Underlying Rights necessary for the construction, installation, maintenance, and repair of the Customer Fibers. Customer will ensure that such Underlying Rights are and will remain sufficient to allow Viya to perform its obligations and to exercise its rights set forth in this Agreement. In the event Customer is unable to resolve any issue with respect to Underlying Rights in a manner reasonably acceptable to Viya, and if such issue interferes with or prevents the exercise by Viya of any of the rights under this Agreement, then Viya may: (i) after providing Customer thirty (30) days prior written notice attempt to resolve the issue directly with the Customer of such Underlying Rights; or (ii) terminate this Agreement for breach pursuant to Section 6.2.

**2.5 Relocation.** If, after the Effective Date, Customer is required (i) by any Governmental Authority under the power of eminent domain or otherwise, (ii) by the provider of any Underlying Right, (iii) by any other Person having the authority to so require (each a "relocating authority"), or (iv) by the occurrence of any Force Majeure Event, to relocate the Customer Fibers or any portion thereof, Customer may either proceed with such required relocation minimizing all negative impacts to Viya or pay such amounts to the Relocating Authority as are necessary to avoid the need for such relocation. Customer will keep Viya fully informed of such relocation and will consider any recommendations of Viya in good faith. Customer will bear all costs of such

relocation. Following receipt notice from Customer that a relocation will occur, Viya may elect to terminate this Agreement pursuant to Section 6.3, if such relocation has an adverse effect on Viya's rights in or use of the Customer Fibers as determined by Viya in its reasonable discretion.

**2.6 Network Control.** Viya will (at its full cost and expense) have full and complete control and responsibility for determining any network and service configuration or designs, routing configurations, re-grooming, rearrangement or consolidation of channels or circuits and all related functions with regard to the use of the Customer Fibers for providing the Services; provided, such control and responsibility by Viya will not materially and adversely affect those portions of Customer's network not subject to the IRU and/or any electric or optronic equipment used on Customer's network.

**2.7 On-Site Services.** If Viya needs to access Customer's premises to perform its obligations under this Agreement, Viya will obtain Customer's permission (which may be granted verbally) prior to entering the premises.

### **3. Installation and Delivery; Acceptance**

**3.1 Installation and Delivery.** Customer will deliver the Customer Fibers on or before the Ready for Service Date.

**3.2 Acceptance Process.** Upon completion of the delivery of the Customer Fibers, Customer will notify Viya that the Customer Fibers are ready for acceptance testing. Viya may reject the Customer Fibers only if they do not conform to the Specifications, in which case Customer will promptly correct the deficiency, and the acceptance process described in this paragraph will recommence.

#### **4. Viya Access**

**4.1 General.** Subject to the requirements of all Underlying Rights, Viya will have reasonable access to the Customer Fibers at the End Points. Customer will permit Viya and its Personnel to have direct access to the End Points twenty-four (24) hours a day, seven (7) days a week.

**4.2 Inspections.** Customer will have the right, upon not less than twenty-four (24) hours prior written notice to Viya, to access the End Points to perform periodic inspections to ensure compliance with this Agreement.

#### **5. Fees**

**5.1 No Fees.** Customer will not invoice Viya, and Viya will have no obligation to pay Customer, any fees or charges for the IRU.

**5.2 Taxes.** Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions under this Agreement. Customer may charge and Viya will pay applicable national, state or local sales or use taxes or value added taxes that Customer is legally obligated to charge ("Taxes"), but only if those Taxes are stated on the original invoice that Customer provides to Viya and Customer's invoice states those Taxes separately and meets the requirements for a valid tax invoice. Viya may provide Customer with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, Customer will not charge or collect the Taxes covered by that certificate. Viya may deduct or withhold any taxes that

Viya may be legally obligated to deduct or withhold from any amounts payable to Customer under this Agreement, and payment to Customer as reduced by those deductions or withholdings will constitute full payment and settlement to Customer of amounts payable under this Agreement. During the term of this Agreement, Customer will provide Viya with any forms, documents, or certifications as may be required for Viya to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

#### **6. Term; Termination**

**6.1 Term of the Agreement.** This Agreement is effective on the Effective Date and will continue in effect for the longer of the term of any agreement for Services between the parties or the term of any Services that Viya actually delivers to Customer.

**6.2 Termination of Agreement for Breach or Insecurity.** Either Party may terminate this Agreement [and the Services Agreement] if:

- (a) The other Party breaches any material obligation, other than its confidentiality obligations, under this Agreement and the breach remains uncured for five business days after the non-breaching Party delivers written notice of the breach to the other Party (or any longer cure period to which the Parties mutually agree in writing);
- (b) The other Party breaches its confidentiality obligations under this Agreement or violates law applicable to Vya's provision of the Services; or
- (c) An insolvency Event occurs involving the other Party.

**6.3 Termination for Convenience.** Viya may terminate this Agreement upon at least 90 days' prior written notice to Customer. Upon the effective date of any termination, all rights in and use of the Customer Fibers will revert to Customer, and from and after the effective date of such termination, Viya have no further rights or obligations under this Agreement.

**6.4 No other Termination.** Neither party may terminate this Agreement other than in accordance with the provisions of this Agreement.

**6.5 Removal of Viya Equipment Following Termination.** If any Viya equipment is installed on premises owned or controlled by Customer or any of its Affiliates, the removal of such equipment shall be governed by the terms of the Service Agreement.

## **7. O&M Service**

**7.1 Performance.** From and after the Effective Date, Customer will maintain and repair the Customer Fibers in accordance with industry standard requirements and procedures. Such maintenance and repair work will be performed by Customer or a contractor chosen by Customer to perform the work. Notwithstanding the foregoing, nothing contained herein is intended to create any contractual relationship between Viya and a contractor performing maintenance or repair work on Customer's behalf. Customer is the party solely responsible to Viya for the maintenance and repair of the Customer Fibers. To that end, in the event the Customer Fibers are not maintained or repaired in accordance with the terms of this Agreement, Viya's recourse will be against Customer, not Customer's contractor.

**7.2 Costs.** The cost of all maintenance and repair will be borne by Customer, and there will be no charge for maintenance or repair during the Term.

**7.3 Step-In Rights.** If Customer fails to maintain and repair the Customer Fibers in accordance with the terms of this Agreement (the "Disrupted Services"), Viya may, upon written notice to Customer, perform the Disrupted Services itself, have the Disrupted Services performed by a third party, or obtain from a third party substitute services for the Disrupted Services ("Substitute Services"). Customer will use commercially reasonable efforts to cooperate with Viya and the third party, as applicable, in order to allow the performance of the Disrupted Services or Substitute Services by Viya or that third party, as applicable, and will use commercially reasonable efforts to recommence performance of the Disrupted Services as quickly as commercially possible and in full conformance with the Performance Standards and the other applicable terms of this Agreement. Unless Customer's failure is caused by a Force Majeure Event, Customer will reimburse Viya for the costs to Viya for performing the Disrupted Services itself or retaining a substitute provider to provide the Substitute Services, plus all costs that Viya incurs to transition the Disrupted Services to the substitute provider.

## **8. Representation, Warranties and Certain Covenants**

**8.1 By Customer.** Customer represents and warrants to, and covenants with, Viya that: (1) Customer will provide the Customer Fibers in a competent, professional and workmanlike manner, free from defects in materials, workmanship and design, and in conformance with the Specifications; (2) Customer will promptly and satisfactorily

correct any Customer Fibers that are defective or do not conform with the Specifications or other requirements of this Agreement; (3) none of the Customer Fibers or Viya's use thereof will violate, misappropriate or infringe any third party's rights (including intellectual property rights) or confidential information; (4) Customer will comply with all applicable law in performing its obligations under this Agreement; (5) Customer is duly incorporated, validly existing, and in good standing as a company under the laws of the jurisdiction of its formation; (6) Customer has all rights necessary for (and is not subject to any restriction, penalty, agreement, contract, commitment, law, rule, regulation or order which is violated by) its execution and delivery of this Agreement and performance of its obligations under this Agreement; (7) when performing its obligations under this Agreement, Customer will not interfere with the activities and obligations of Viya, its employees, agents or customers; and (8) Customer will promptly notify Viya of any matters pertaining to, or the occurrence or impending occurrence of, any event of which it is reasonably aware that could give rise to any damage (or impending damage) to or loss of all or any part of the Customer Fibers.

**8.2 By Viya.** Viya represents and warrants to, and covenants with, Customer that: (1) Viya is duly incorporated, validly existing, and in good standing as a company under the laws of the jurisdiction of its formation; (2) Viya has all rights necessary for (and is not subject to any restriction, penalty, agreement, commitment, law, rule, regulation or order which is violated by) its execution and delivery of this Agreement and performance of its obligations under this Agreement; and (3) Viya will use the Customer Fibers in compliance with all laws applicable to Viya's delivery of the Services.

## **9. Defense, Indemnity and Limitation of Liability**

### **9.1 Indemnification by Customer.**

Customer will defend, indemnify and hold harmless Viya, its Affiliates, and its and their respective directors, officers, employees, successors, assigns and agents, from and against all claims, allegations, demands and proceedings by a third party, and all resulting losses, judgments, liabilities, damages, settlements, costs and expenses (including reasonable attorneys' fees and expenses) (each, a "Third Party Claim"), to the extent arising out of or relating to: (1) Customer's breach of any of its warranties, representations or covenants under this Agreement; (2) Customer's fraud, negligence or willful misconduct in the performance of its obligations under this Agreement; (3) any bodily injury (including illness or death) or property damage caused by Customer; (4) infringement or misappropriation of any copyright, patent, trademark, trade secret or other proprietary right of any third party by the provision or use of the Customer Fibers; or (5) any breach by Customer of its confidentiality obligations under this Agreement.

### **9.2 Indemnification by Viya.**

Viya will defend, indemnify and hold harmless Customer, its Affiliates, and its and their respective directors, officers, employees, successors, assigns and agents, from and against all Third Party Claims to the extent arising out of or relating to: (1) Viya's breach of any of its warranties, representations or covenants under this Agreement; (2) the fraud, negligence or willful misconduct of Viya in the performance of its obligations under this Agreement; (3) any bodily injury (including illness or death) or property damage caused by Viya; or (4) any breach by

Viya of its confidentiality obligations under this Agreement.

**9.3 Indemnification Procedures.** The indemnifying party will use counsel reasonably satisfactory to the indemnified parties to defend each Third Party Claim and will keep the indemnified parties informed of the status of each Third Party Claim. The indemnified parties will cooperate with the indemnifying party in the defense at the indemnifying party's expense. Any indemnified party may participate in the defense at its own expense. In addition, any indemnified party may, at its own expense and without limiting the indemnifying party's indemnification obligations, take control of its own defense of the Third Party Claim. After taking control of its defense, that indemnified party and its counsel will proceed diligently and in good faith with its defense. Neither party will consent to the entry of any judgment or enter into any settlement without the other party's prior written consent, which consent will not be unreasonably withheld. Each party's obligation to defend is independent of its obligation to indemnify.

**9.4 Waiver of Consequential Damages.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL DAMAGES (INCLUDING LOST OPPORTUNITIES OR PROFITS) OR PUNITIVE DAMAGES, EXCEPT FOR ANY LIABILITY ARISING OUT OF (1) ITS NON-DISCLOSURE OBLIGATIONS UNDER THIS AGREEMENT, (2) ITS INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, (3) ITS FRAUD, OR (4) ITS RECKLESS OR WILLFUL MISCONDUCT, INCLUDING WILLFUL BREACH OF THIS AGREEMENT.

## 10. Confidentiality

**10.1 Confidentiality Obligations.** Both Parties will: (1) protect and keep confidential the existence of this Agreement, its terms and conditions, and any other information obtained in connection with this Agreement or related to the Customer Fibers that is identified as confidential or proprietary or that, given the nature of the information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including all information relating to a Party's technology, customers, business plans, marketing activities and finances); (2) use that information only for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling its obligations under this Agreement; and (3) return all that information to the other Party promptly upon the termination of this Agreement.

**10.2 No Publicity.** Customer will not use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of Viya or any of its Affiliates in any way without prior written authorization of that use by at least a Vice President of Viya. Customer will not issue press releases or publicity relating to Viya or this Agreement or reference Viya or its Affiliates in any brochures, advertisements, client lists or other promotional materials.

**10.3 Injunctive Relief.** Each Party acknowledges that any material breach of this Section 10 by it would cause the other party (the "Non-breaching Party") irreparable harm for which the Non-breaching Party has no adequate remedies at law. Accordingly, the Non-breaching Party will be entitled to obtain specific performance or immediate injunctive or other equitable relief for that

breach without the necessity of posting any bond or guarantee.

## **11. Miscellaneous**

**11.1 Force Majeure.** Neither party will be responsible for any delay or failure in performance of any part of this Agreement to the extent that the delay or failure in performance (1) is caused by an event or circumstance beyond the reasonable control of the party whose performance is affected (the “Affected Party”) and (2) could not have been avoided or corrected through the exercise of reasonable diligence (a “Force Majeure Event”). The Affected Party will promptly notify the other party in writing of the Force Majeure Event, giving details of the Force Majeure Event circumstances, its anticipated effect upon the Affected Party’s performance under this Agreement, and the steps that the Affected Party is taking to remedy the delay. If Customer’s performance is delayed or otherwise affected by any Force Majeure Event for more than 30 days, Viya may terminate the Agreement or any Services agreement upon written notice to the Customer. The parties hereby agree that any Force Majeure under the terms of this Agreement shall be deemed to be a Force Majeure impacting Viya’s performance of the Services.

**11.2 Assignment.** This Agreement is binding on the parties and their respective successors and assigns. Except as approved by Viya in writing or as otherwise permitted under this Agreement, Customer will not assign any part or all of this Agreement or subcontract or delegate any of Customer’s rights or obligations under this Agreement. Customer will remain responsible for the full performance of any obligations it subcontracts or delegates to its Personnel, and for all acts and omissions of its Personnel under this Agreement . Any attempt by the

Customer to assign, subcontract or delegate in violation of this paragraph is void in each instance. Either Party may, without notice to or consent from the other Party, assign this Agreement (or any of its rights and obligations under this Agreement): (1) to its Affiliates; or (2) in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction.

**11.3 Governing Law; Venue.** This Agreement is governed by the laws of the United States Virgin Islands, excluding its conflicts of law rules or principles. Customer irrevocably submits to venue and exclusive personal jurisdiction in the federal and state courts in the United States Virgin Islands for any dispute arising out of this Agreement, and waives all objections to jurisdiction and venue of such courts.

**11.4 Notices.** Except as otherwise provided in this Agreement, any notice, invoice or other document to be given by either party under this Agreement must be given in writing to the other party at the address below its signature line above. Notice may be delivered by personal delivery, certified mail (return receipt requested), nationally recognized overnight courier service, facsimile (with electronic confirmation to the sender), or email, and will be deemed delivered (1) if by overnight courier service, 1 business day after deposit with a reputable overnight courier with all charges prepaid; (2) if by certified mail, 3 business days after deposit with the mail carrier; and (3) if by personal delivery, facsimile, or email, on the day of delivery, facsimile transmission (with electronic confirmation to the sender), or email transmission if it is a business day, or the next following business day otherwise. A party may change its notice address by giving notice in accordance with this paragraph.

**11.5 Independent Contractors.** Customer and Viya are independent Contractors. Each Party has exclusive control over its Personnel, its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. Each Party has the exclusive right to hire, transfer, suspend, layoff, recall, promote, discipline, discharge and adjust grievances with its Personnel. Each Party is solely responsible for all salaries and other compensation of its Personnel, including making all deductions and withholdings from its employees' salaries and other compensation and paying all related contributions, taxes and assessments. Neither Party has any authority to bind the other Party to any agreement or obligation.

**11.6 Severability.** If any provision of this Agreement is determined to be unenforceable, this Agreement will be enforced as if the unenforceable provisions were not present, and any partially valid and enforceable provisions will be enforced to the extent that they are enforceable.

**11.7 No Waiver.** Neither party waives any right under this Agreement by failing to exercise any rights under this Agreement. Any waiver granted under this Agreement will be effective only if stated in a writing signed by the party granting the waiver.

**11.8 Cumulative Rights.** The parties' rights and remedies under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity.

**11.9 Construction.** The section headings in this Agreement are for convenience of reference only and will not be given effect to

interpret or construe any provisions of this Agreement. Each party has sought the advice of legal counsel and has participated to a significant degree in the drafting and preparation of this Agreement. Accordingly, no provision of this Agreement will be construed against any party on the basis of that party being the drafter. Wherever used in this Agreement, the singular includes the plural, and the plural includes the singular; the use of any gender, tense or conjugation includes all genders, tenses and conjugations; and the word "including" means "including, without limitation."

**11.10 Counterparts.** This Agreement may be executed by facsimile or other electronic means and in any number of counterparts, each of which when executed and delivered will be an original, which together will constitute one and the same agreement.

**11.11 Survival.** Any provisions of this Agreement which, by their nature, should survive or may reasonably be interpreted as surviving the termination or expiration of this Agreement, including provisions relating to payment obligations arising before termination or expiration, defense and indemnity obligations, limitations of liability, and confidentiality obligations, will survive the termination or expiration of this Agreement and continue in full force and effect.

**11.12 Entire Agreement.** This Agreement (including the Exhibits), all of which are incorporated into this Agreement and any agreement(s) for Services, constitute the complete and final agreement of the parties relating to the Customer Fibers and supersede the parties' prior or contemporaneous agreements, understandings and discussions relating to the Customer Fibers. No modification of this Agreement will be

binding unless in writing and signed by Viya and Customer.

**11.13 Rights of Third Parties.** This Agreement does not create or confer any rights or benefits enforceable by any person not a party to it.

**11.14 Time of the Essence.** Time is of the essence for Customer's performance of its obligations under this Agreement.

**11.15 Communications in English.** All reports, correspondence and other communications and documents under this Agreement will be in English.

**IN WITNESS WHEREOF**, the parties have executed this Agreement, effective as of the last date written below:

**VI POWERNET, LLC**

**Little St. James, LLC**

By: \_\_\_\_\_  
Name: Alvaro Pilar  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT 1**  
**CUSTOMER FIBERS AND THE ROUTE(S)**

The Route(s) (and any end Demarcation Points of any non-ring Route Segments) for the Customer Fibers are as follows:

<b>NUMBER OF CUSTOMER FIBERS</b>	<b>END DEMARCATON POINT OF LINEAR ROUTE SEGMENT</b>
1	A map depicting the above-referenced Route is included as below.

