

## EXPENSE-SHARING AGREEMENT

This Expense-Sharing Agreement ("this Agreement") is entered as of the 28th day of May, 2025 between Coachella Valley Water District ("CVWD") and Cogent Fiber LLC, formerly known as Sprint Communications Company L.P. ("Cogent") (individually a "Party" and, collectively the "Parties").

### RECITALS

1. Cogent was formerly known as Sprint Communications Company L.P. As of March 21, 2025, Sprint Communications Company L.P. converted to a limited liability company and changed its name to Cogent Fiber LLC.
2. Cogent has installed and maintains components of a fiber optic communications system (the "Facilities") within the highway right-of-way of Riverside County, California (the "County") for Avenue 42.
3. CVWD plans to undertake the Thousand Palms Channel Improvement Project (the "Project"). The Project will intersect Avenue 42 near Madison Street, in Indio, California (the "Site").
4. CVWD has requested that Cogent relocate its Facilities at the Site to accommodate the Project.
5. The Parties agree that the Facilities at the Site may be relocated (the "Relocation") but dispute which Party bears financial responsibility for the costs and expenses associated with the Relocation (the "Relocation Costs").
6. The Parties have agreed to share responsibility for the portion of the Relocation Costs that consists of expenses for materials and payments by Cogent to third parties for goods and services (the "Relocation Expenses").
7. By entering into this Agreement, CVWD has determined that the following governmental purposes will be served: (a) avoidance of Project delays which could arise from further disputing financial responsibility; (b) avoiding the expenditure of public funds to further dispute financial responsibility when said expenditure by CVWD would very likely exceed the amount CVWD will be contributing under this Agreement in order to resolve this matter and to proceed with the critical Project schedule.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, CVWD and Cogent hereby agree to the following:

1. Cogent shall submit plans and a schedule for the Relocation (the "Plans") to the following representative (the "Representative") of CVWD:

Name: Mario Camacho  
Organization: Coachella Valley Water District  
Email: mcamacho@cvwd.org

2. Cogent shall not begin on-site Relocation work until after it has received approval of the Plans, in writing from the County (the "County Approval") and from the Representative of CVWD (the "CVWD Approval"). Following receipt of County Approval and the CVWD Approval, Cogent shall proceed to complete the Relocation in accordance with the Plans.

3. CVWD shall pay 40% of the Relocation Expenses (the "CVWD Share"), provided that the CVWD Share shall not exceed \$200,000. For avoidance of doubt: if third-party expenses total less than \$500,000, the CVWD Share would be 40% of that total; if third-party expenses total \$500,000 or more, the CVWD Share would be \$200,000.

4. Within ten (10) days of its delivery of Approval, CVWD shall advance to Cogent, by wire transfer, \$100,000 (the "Advance").

5. Cogent shall pay all vendors, contractors, and third parties retained by it to perform work in connection with the Relocation. Following the completion of the Relocation, Cogent shall provide a statement to CVWD setting forth the total Relocation Expenses, together with each invoice paid to a third party (the "Completion Package"). Cogent shall send the Completion Package to:

Name: Mario Camacho  
Organization: Coachella Valley Water District  
Email: mcamacho@cvwd.org

6. If the CVWD Share is less than the Advance, Cogent shall pay CVWD that difference within thirty (30) days of the delivery of the Completion Package. If the CVWD Share is more than the Advance, CVWD shall pay Cogent that difference within thirty (30) days of receipt of the Completion Package. If the CVWD Share is equal to the Advance, neither CVWD nor Cogent shall be obligated under the terms of this Agreement to make any additional payment to the other.

7. Cogent shall bear responsibility for its own internal costs, including internal labor, overhead, and general and administrative expense, and for its attorneys' fees and expenses related to the Relocation.

8. In all events, CVWD's responsibility in regard to the Relocation shall be limited to providing the CVWD Approval and paying the CVWD Share. Cogent's obligation to proceed with the Relocation in a diligent and good faith manner shall not be contingent upon any actions by CVWD, other than to provide the CVWD Approval and to pay the Advance and the CVWD Share, as set forth herein.


9. This Agreement, the Relocation, and the Plans do not set a precedent, establish or contribute to a course of dealing, or otherwise affect in any manner the Parties' rights and obligation with respect to (a) relocation or protection of facilities in any other location or (b) any other request for relocation or protection that CVWD may provide.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

11. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein and may not be modified or amended except in writing signed by all Parties.

12. This Agreement is the result of negotiations between the Parties. Any ambiguity in this Agreement shall not be presumptively construed in favor of or against any Party.

IN WITNESS WHEREOF, the Parties have caused this Expense-Sharing Agreement to be executed by their duly authorized representatives.

<b>COACHELLA VALLEY WATER DISTRICT</b>  By: _____ Name: J.M. Barrett Title: General Manager Date: _____	<b>COGENT FIBER LLC</b>  By:  Name: <u>John Chang</u> Title: <u>VP</u> Date: <u>5/16/2025</u>
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