

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is made and entered into, effective January 1, 2013, by and between Gary W. Evans, 4820 8th St., Winona, MN 55987, hereinafter called "Consultant", and Burlington Telecom, a Vermont telecommunications provider, hereinafter called the "Contractor".

WHEREAS, Contractor is engaged in the communications business and maintains business premises at 200 Church Street, Burlington, VT 05401

WHEREAS, Contractor is willing to contract with Consultant and Consultant is willing to be engaged by Contractor, on the terms, conditions and covenants set forth in the Agreement;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the engagement of Consultant by Contractor, and other good and valuable consideration, the receipt of which is hereby acknowledged, Contractor and Consultant agree and covenant as follows:

1. Services. Contractor agrees to engage Consultant, and Consultant accepts and agrees to such engagement. Consultant shall be responsible for providing commercial sales direction and mentoring commercial sales personnel; providing instruction and assistance in improving Contractor's customer service processes; planning and directing efforts to make the value of Burlington Telecom's potential known and understood by the City of Burlington Administration, its City Council, Burlington Telecom Advisory Board and the general public, and performing such other duties as assigned by the Contractor's agent and agreed to by the Consultant. The parties contemplate that all services under this Agreement will be performed by Consultant and agree that Contractor's obligations are not assignable or delegable.

2. Extent of Services. Consultant hereby accepts such assignment and agrees to devote a minimum of two weeks per month (10 work days), over the course of an Initial Term or a subsequent Renewal Term, of his time and best efforts, skill and attention to the business and interests of Contractor. The parties agree that Consultant may engage in other business interests that do not compete with the business of Contractor, would not violate the Non-Disclosure Agreement, nor would interfere with performance of service hereunder.

3. Payment. Contractor shall pay Consultant for services and expenses hereunder as follows:

a. Consultant's retainer shall be \$7,000.00 per month, payable in monthly installments or as otherwise agreed to by the parties.

b. Consultant shall further be compensated in the amount of \$2,000 per month for lodging while in Burlington and in the amount of \$1,000 per month for travel to and from Burlington.

c. Consultant agrees to invoice Contractor for such services and expenses at or

after the end of each monthly period for payment during the next regular Burlington Telecom payment period. Consultant acknowledges that the dollar amounts set forth in (a) and (b) above are the only amounts owed to Consultant under this Agreement.

The parties understand and agree that Consultant shall be responsible for all other expenses necessary or appropriate to perform his engagement. Consultant understands and agrees that he is responsible for the payment of all taxes on the above sums and that Contractor will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

4. Term. The term of Consultant's engagement under this Agreement shall commence on January 1, 2013, and shall continue for a period of six (6) months ("Initial Term), unless sooner terminated by:

- a. written agreement of the parties;
- b. the death or inability to perform due to disability of Consultant;
- c. either party for cause, consisting of incompetence, misconduct, illegal conduct, breach of this Agreement, or breach of the Non-Disclosure Agreement; or
- d. either party without cause following the Initial Term upon providing the other party with thirty (30) days prior written notice of termination.

Thereafter this Agreement shall continue for successive periods of six (6) months each ("Renewal Term") on the same terms as provided in this Agreement, unless terminated by either party on written notice given at least 30 days prior to the expiration of that term.

5. Direction. For purposes of this engagement, Stephen Barraclough, Burlington Telecom interim general manager shall assign and direct the tasks assigned to the Consultant. However, the parties agree that Contractor does not have the right to control how Consultant performs his tasks.

6. Return of Materials. Consultant agrees that at the termination of this Agreement, he shall return to Contractor all materials provided to him during his engagement on behalf of Contractor and shall ensure that Contractor has usable electronic copies of any documents related to its business that were created by him during his engagement.

7. Independent Contractor. The parties agree that Consultant is an independent contractor. To that end, Consultant shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. Contractor shall provide Consultant with no specific instructions or training in how to perform his tasks, except to the extent required by law or regulation. Consultant shall provide his own tools or equipment. The parties agree that Consultant is not an employee of Contractor or any of its departments, agencies, or related entities and is entitled to no employee benefits from Contractor. Consultant understands and agrees that he has no right to claim any benefits under the Burlington Employee Retirement System, Contractor's worker's compensation benefits, health insurance, dental insurance, life insurance or

any other employee benefit plan offered by Contractor. Consultant agrees to execute any certifications or other documents and provide any certificates of insurance required by Contractor and understands that the continuation of this contract is conditioned on his doing so, if requested.

8. Sole Revenues. Consultant understands and agrees that all payments to him will be payable solely from the revenues of Burlington Telecom and not from the General Fund of the City of Burlington.

9. Indemnification. Consultant shall indemnify, defend and hold harmless Contractor and its officers, employees, and agents from liability and any claims, suits, expenses, losses, judgments, and damages, including reasonable attorney's fees, arising as a result of Consultant's acts and/or omissions in the performance of this Agreement. Consultant also agrees to hold harmless and indemnify Contractor, to the extent permitted by law, for any amount that is determined by the Internal Revenue Service, the Department of Labor, or any other governmental entity should have been withheld from any payment to Consultant, or any interest or penalty on that sum. If Contractor is notified of any claims asserted against it to which this indemnification clause may apply, Contractor shall immediately notify Consultant in writing that a claim to which the indemnification agreement may apply has been received.

10. Compliance with Law. Both parties represent that they intend to comply with all relevant provisions of federal, state, or local law and that they will immediately take corrective action to remedy any concern, upon receipt of notice of any non-compliance.

11. Public Records and Retention. Consultant understands that any and all records related to Contractor, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of Contractor. Consultant agrees to retain, in company files, and to produce to Contractor within the time periods requested, all books, documents, accounting records, and other evidence related to Contractor, at any time during this Agreement and for a period of at least three (3) years after its termination.

12. Inspection of Work: Contractor shall, at all times, have access to Consultant's work for the purposes of inspection, accounting, and auditing, and Consultant shall provide whatever access is considered necessary to accomplish such inspections. At any time, Consultant shall permit Contractor the opportunity to inspect any materials prepared or undertaken by the Consultant under this Agreement.

13. Binding Nature and Jurisdiction. This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors or heirs and representatives, and assigns. This agreement shall be governed by Vermont law, and Consultant expressly agrees to submit to the jurisdiction of the courts of the State of Vermont. The parties also agree that the courts located in the State of Vermont shall have exclusive jurisdiction to hear any dispute of any matter related to this Agreement or the Non-Disclosure Agreement.

14. Entire Agreement and Amendments. The parties acknowledge that this Agreement and the Non-Disclosure Agreement (“NDA”) attached hereto contain the entire agreement between the parties and that there are no representations, inducements, arrangements, promises, or agreements outstanding between them, either oral or in writing, other than those. Any and all prior engagement agreements that Consultant may have had from time to time with Contractor are hereby superseded by this Agreement. No provision of this Agreement shall be changed or modified except by a written instrument executed by both parties hereto.

15. Waiver. No waiver by Contractor of any breach of this Agreement by Consultant shall constitute a waiver of any subsequent breach by Consultant, and no delay in enforcement of any breach shall be deemed a waiver of that breach.

16. Severability. If any provision of this Agreement is rendered invalid or unenforceable by the decision of any court of competent jurisdiction, that provision shall be severed, and all other provisions of this Agreement shall remain in full force and effect.

17. No Assignment. Consultant may not assign his rights or obligations under this Agreement without the express written consent of Contractor.

18. Binding Nature. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

BURLINGTON TELECOM
CONTRACTOR

GARY W. EVANS
CONSULTANT

STEPHEN BARRACLOUGH

GARY W. EVANS

Witness

Witness