

AMENDMENT NO. 1
INDEFEASIBLE RIGHT OF USE AGREEMENT

This Amendment No. 1 to the Indefeasible Right of Use Agreement, dated June 8, 2021 ("**Amendment**"), is entered into between CMN-RUS, LLC (f/k/a CMN-RUS, Inc.) and its affiliates (collectively, "**Metronet**"), and City of Northfield, Minnesota (the "**City**"), each of which may be referred to individually as a "**Party**" and collectively as the "**Parties**". This Amendment shall be effective as of the execution date of the Settlement Agreement ("**Amendment Date**").

Background

A. The Parties previously entered into the Indefeasible Right of Use Agreement, dated June 8, 2021 (the "**Agreement**");

B. The City has entered into certain other agreements for Metronet's dark fiber services to be delivered to one or more locations set forth in Exhibit A ("**Prior Agreements**"); and

C. Pursuant to and consistent with the Parties' contemporaneously-executed Settlement Agreement, the Parties desire to amend the Agreement on the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Terms

1. **Definitions.** Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.

2. **Amendments to the Agreement.** The Agreement shall be modified as follows:

a. Section 3 of the IRU Agreement shall be deleted in its entirety and replaced with the following:

This Agreement shall expire on August 4, 2036. Thereafter the Agreement shall automatically renew for successive one year periods until either Party provides one year's advance written notice of termination to the other Party. The Parties agree that the obligations under the Agreement shall not extend beyond the Useful Life of the City Fibers. "Useful Life", as used in this section, refers to the period that begins on the installation date of the City Fibers, and continues until the date when the City Fibers become technically unusable along a substantial portion of the segments described in Exhibit A due to normal wear over an extended period of time.

b. Section 5 of the Agreement is hereby deleted in its entirety and replaced with the following:

Termination of City Fiber by City. At any time during the term of this Agreement as set forth in paragraph 3 herein, the City shall have the unilateral right, upon thirty (30) days' notice to MetroNet, to terminate the IRU to one (1) or more of routes Nos. 1-24 as numbered in the table in Exhibit A and thereby eliminate the requirement to pay the applicable

monthly maintenance fee of \$88.89 per pair, per month for such terminated location(s).

- c. Exhibit A of the Agreement shall be deleted in its entirety and replaced with the Exhibit A attached to this Amendment.
3. The Agreement and this Amendment shall be the Parties' sole, governing agreement for all Metronet's dark fiber services provided to the City going forward, including those ordered under Prior Agreements. Accordingly, all Prior Agreements between the Parties for Metronet's services are hereby terminated.
4. Additional orders for Metronet's dark fiber services will be (i) subject to dark fiber availability as determined by Metronet in its sole discretion, (ii) at Metronet's then-current rates, terms, and conditions, and (iii) subject to the signing of a new agreement.
5. **Miscellaneous.**
 - a. The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.
 - b. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically shall be effective as delivery of an original executed counterpart of this Amendment.
 - c. This Amendment, along with the Agreement, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, this Amendment is effective as of the Amendment Date.

CMN-RUS, LLC

Name:

Title:

City of Northfield, MN

Name:

Title:

EXHIBIT A

Metronet will provide an IRU in two (2) dark fibers (i.e. 1 pair) for each route from Location A to the corresponding Location Z (i.e., each numbered row) in the table below. The City shall only have access to the fibers at the Location A and Location Z end points.

The Monthly Maintenance Fee payable by City to MetroNet for each Location A to Z route listed in the table below shall be \$88.89 per pair.

Existing locations (Location A to Location Z):

No.	Location A	Location Z
1	City Hall 801 Washington Street	Old Memorial Pool 801 7th Street East
2	City Hall 801 Washington Street	City Emergency Shelter 700 Hwy 3 North
3	City Hall 801 Washington Street	Well #5 1701 Archibald Street
4	City Hall 801 Washington Street	Well #6 510 Jefferson Parkway
5	City Hall 801 Washington Street	Elevated Storage (Hall Avenue Water Tower) 10353 Hall Avenue
6	City Hall 801 Washington Street	Compost Site 1801 Armstrong Road
7	City Hall 801 Washington Street	Police Department 1615 Riverview Drive
8	City Hall 801 Washington Street	Northfield Public Library 210 Washington Street
9	City Hall 801 Washington Street	Northfield Liquor Store 116 5th Street W
10	City Hall 801 Washington Street	Water Department 1100 College Street
11	City Hall 801 Washington Street	Well 3 1500 Maple Street
12	City Hall 801 Washington Street	Well 4 500 Ames Street
13	City Hall 801 Washington Street	Booster Station 1400 North Avenue
14	City Hall 801 Washington Street	Metering Station 1000 Cannon Road, Dundas, MN 55019
15	City Hall 801 Washington Street	Ground Storage (St Olaf) 109 Water Tower Place
16	Police Department 1615 Riverview Drive	Maintenance Facility 1710 Riverview Drive
17	City Hall 801 Washington Street	New Arena 1900 Cannon Road
18	City Hall 801 Washington Street	Northfield Community Recreation Center (NCRC) 1651 Jefferson Parkway

19	City Hall 801 Washington Street	Bridge Square 12 Bridge Square
20	City Hall 801 Washington Street	Wastewater Treatment Facility 1450 Hwy 3 N
21	City Hall 801 Washington Street	Northfield Area Fire and Rescue Services (NAFRS) 301 5th Street W
22	City Hall 801 Washington Street	Feed to Charter/Spectrum 309 Division Street
23	City Hall 801 Washington Street	Kiosk 6th and Division Street
24	City Hall 801 Washington Street	Northfield Transit Hub 203 2 nd St W

The City shall reimburse Metronet for all reasonable and documented construction costs related to connecting the City Fibers to the new locations, Nos. 17 and 24 above, in exchange for Metronet keeping the Monthly Maintenance Fee for these locations at the same rate as all other locations (\$88.89 per pair). Such reimbursement shall be paid within 30 days of the City's receipt of invoice.