FIRST AMENDMENT TO PURCHASE AGREEMENT REAL ESTATE

This First Amendment To Purchase Agreement Real Estate (this "First Amendment") is made effective as of May 27, 2020 (the "Effective Date"), by and between the City of South Bend, Indiana, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission ("Seller") and Metro Fibernet, LLC, a Nevada limited liability company with its principal place of business at 8837 Bond Street, Overland Park, Kansas 66214 ("Buyer") (each a "Party" and together the "Parties").

RECITALS

A. Buyer and Seller entered into that certain Purchase Agreement Real Estate, dated February 27, 2020 (the "Purchase Agreement"), for the purchase and sale of the Property (as defined in the Purchase Agreement) located in the City of South Bend.

B. The Parties wish to amend the Purchase Agreement to extend the closing date and to allow the Seller to remove and palletize certain bricks at Seller's cost as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations in this First Amendment and the Purchase Agreement, the adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

1. In Section 15 of the Purchase Agreement, the phrase "ninety (90) days after the Effective Date of this Agreement" shall be deleted and replaced with "two hundred ten (210) days after the Effective Date of this Agreement."

2. Section 16 of the Purchase Agreement shall be deleted in its entirety and replaced with the following:

16. SELLER'S REMOVAL OF BRICK PAVERS. Seller desires to retain ownership of the brick pavers (the "Bricks") that formed Tutt Street, which runs through the Property and which has been formally vacated. Seller shall have the right to enter onto the Property at any time prior to the closing and, at Seller's sole expense, remove and palletize the Bricks.

3. Unless expressly modified by this First Amendment, the terms and provisions of the Purchase Agreement remain in full force and effect and capitalized terms used in this First Amendment will have the meanings set forth in the Purchase Agreement unless otherwise stated herein.

Signature Page Follows

IN WITNESS WHEREOF, the Parties hereby execute this First Amendment to Real Estate Purchase Agreement to be effective on the Effective Date stated above.

BUYER:

Metro Fibernet, LLC

By: John Greenbank (Jun 20, 2020 10:34 CDT)

Printed: John Greenbank

Title: Executive Vice President

Dated: June 19, 2020

SELLER:

South Bend Redevelopment Commission

By: _____
Marcia I. Jones, President

Attest: _____
Quentin M. Phillips, Secretary

Dated: June 25, 2020

REVIEWED
By Constance Shidler at 10:04 am, 6/19/20

First Amendment to Purchase Agreement (Metronet) closing date and bricks eff 052720

Final Audit Report 2020-06-20

Created:	2020-06-19
By:	Connie Shidler (connie.shidler@metronetinc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0IkWVHQnhCIKt4MehQXAG-T8JUnVh5zG

"First Amendment to Purchase Agreement (Metronet) closing date and bricks eff 052720" History

Document created by Connie Shidler (connie.shidler@metronetinc.com)
2020-06-19 - 3:06:31 PM GMT- IP address: 70.125.115.178

Document emailed to John Greenbank (john.greenbank@metronetinc.com) for signature
2020-06-19 - 3:06:55 PM GMT

Email viewed by John Greenbank (john.greenbank@metronetinc.com)
2020-06-20 - 3:34:23 PM GMT- IP address: 74.129.35.250

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Signature Date: 2020-06-20 - 3:34:47 PM GMT - Time Source: server- IP address: 74.129.35.250

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