PURCHASE AGREEMENT REAL ESTATE

THIS AGREEMENT TO PURCHASE REAL ESTATE, ("Agreement") is entered into the _____ day of _____, 2020 ("Effective Date"), by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment ("Seller"), and **METRO FIBERNET, LLC**, a Nevada corporation, ("Purchaser").

1. PURCHASE AND SALE. On the following terms and conditions, Seller offers to sell, and Purchaser offers to purchase a parcel of property depicted on Exhibit A hereto (the "Property"), said Property depiction and its description are subject to Purchaser's provision of a current ALTA survey, and an updated legal description for the Property. The parcel is commonly known by state parcel ID: 71-08-12-354-001.00-26 and County Parcel ID: 018-3042-1610.

2. CONTINGENCIES. This Agreement is contingent upon the following:

(A) The Seller's (or such department of the City of South Bend as may be appropriate or required by law) review and approval of the Purchaser's site plan prior to closing. The site plan and any building or structure to be located on the Property will comply with all applicable laws and regulations.

(B) Purchaser's review and approval of the Title Commitment pursuant to Section 8 below.

(C) Purchaser's review and approval of a Phase I environmental report and any indicated Phase II environmental report.

(D) Purchaser's confirmation that the Property can be used for Purchaser's intended use as set forth in Section 6 below.

(E) In the event any of the approvals required by the above contingencies are not obtained prior to the closing, either party may terminate this Agreement upon written notice to the other party without further obligation or liability whatsoever.

3. UTILITIES. To the extent reasonably necessary to provide electricity or gas, or other utility services to the Property, Seller may, in Seller's sole discretion, grant any utility company an easement across any Seller property contiguous to or in reasonable proximity to the Property for purposes of allowing the utility company to construct, operate and maintain any lines, wires, circuits, or conduits, associated equipment and such appurtenances thereto, reasonably required by any such utility company in order to provide such utility services to the Property. Upon the request of Buyer or a utility company, Seller may, in Seller's sole discretion, execute a separate recordable legal instrument evidencing such utility grant, at no cost to Seller.

4. PURCHASE PRICE. The purchase price for the Property shall be Thirty-Five Thousand and 00/100 Dollars **($35,000.00).** The purchase price for the Property shall be payable by the Purchaser to the Seller at the closing via wire transfer to an account designated by the Seller.

5. TAXES AND ASSESSMENTS. Seller shall not be liable for any taxes related to the Property.

6. PURCHASER'S USE. Purchaser desires to use the Property for the purpose of building and operating fiber optics and telecommunications facilities without a pole to mount an antenna for the reception of video signals.

7. DEED AND EXCEPTIONS. At closing, Seller shall furnish a special warranty deed, in a form acceptable for transfer and recording by public authorities, conveying to Purchaser or its nominee, a merchantable, fee simple title to the Property, subject to legal highways, free and clear of all liens, rights to take liens, and encumbrances whatsoever, except: (A) all restrictions of record and any agreements, reservations and easements of record, all of which Purchaser may accept under paragraph 8 of this Agreement; (B) such taxes and assessments as Purchaser is to pay as provided in paragraph 5 of this Agreement; and (C) the restrictions set forth in paragraph 13 of this Agreement.

8. EVIDENCE OF TITLE. In the event that Purchaser, or Purchaser's mortgage company, requires evidence of title in the form of owner's fee simple title insurance policy (the "Commitment"), Purchaser or Purchaser's mortgage company may, at Purchaser's sole expense, obtain from the title insurance company selected by Purchaser, a Commitment for said title insurance policy. Purchaser shall notify Seller in writing not later than ten (10) days prior to closing, of any title defect not acceptable to Purchaser, all other exceptions which are acceptable to Purchaser shall be referred to as "Permitted Exceptions." Seller, if it chooses, shall remedy or remove the unacceptable exceptions prior to closing to Purchaser's satisfaction. If Seller cannot or does not remove the same or obtain an affirmative assurance to insure against such defect by the closing, Purchaser shall then have the right, at its option: (A) to terminate this Agreement by giving Seller written notice to that effect, at which time each party shall be released from all further obligations and liability under this Agreement; or (B) to proceed with this purchase, in which event Purchaser shall waive such exceptions and pay the total purchase price; provided that Purchaser may require that any monetary liens be paid and discharged out of the proceeds of sale, or if Purchaser elects, such monetary liens may be assumed with abatement of the purchase price. Purchaser shall pay all costs, fees or premiums for the Commitment, examination, certificates and policy.

9. SURVEY. Seller shall provide any Survey of the Property in its possession to the Purchaser. The Seller, however, makes no warranties or representations as to the suitability of said Survey for the preparation of the deed of transfer for the Property or the removal of any exceptions contained within the Commitment. Purchaser, at Purchaser’s sole expense shall be responsible for procuring a Survey that complies with ALTA Minimum Survey Standards.

10. PURCHASER'S ACCESS. At all times prior to closing, Purchaser, its agents, employees, contractors and representatives, **at their sole and absolute risk**, shall have the right to enter upon the Property, with all necessary or desirable equipment, to make topographic and boundary surveys, determine the location of utilities, perform engineering and environmental studies and conduct soil tests and borings and other testing and exploration work necessary or appropriate to

formulate plans and determine the suitability of the Property for Purchaser's intended use. Purchaser shall not cause any damage to the Property as a result of its access and shall return the Property to substantially the same condition in which it was at the commencement of such work. Further, Purchaser shall name Seller as an additional insured on its general liability insurance policy with regard to any work performed on the Property prior to closing.

11. ENVIRONMENTAL MATTERS.

(A) For purposes of this Agreement, the term "Environmental Law(s)" shall mean any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Substance, as now or at any time hereafter in effect. For purposes of this Agreement, the term "Hazardous Substance(s)" shall have the meaning ascribed in any Environmental Law to any hazardous, toxic or dangerous waste, substance, pollutant or material, whether liquid, solid or gaseous.

(B) To the best of Seller's knowledge, represents and warrants that, during its ownership of the Property, Seller has not violated any Environmental Laws in connection with the use, ownership, lease, maintenance or operation of the Property and the conduct of the business related thereto.

(C) To the best of Seller's knowledge, neither Seller nor any other person within Seller's control and/or with Seller's actual knowledge, including any lessees of the Property, has caused or permitted any Hazardous Substance to be placed, held, located or disposed of on, under or at the Property nor any part thereof and neither the Property nor any part thereof has ever been used by Seller or by any other person as a dump site or storage site, whether permanent or temporary, for any Hazardous Substance.

(D) Seller represents and warrants that, with respect to the Property, Seller is not a party to any litigation or administrative proceeding, nor, so far as is known by Seller after reasonable investigation, is any litigation or administrative proceeding threatened against the Property, which in either case asserts or alleges that: (i) Seller violated any Environmental Law; (ii) Seller is required to clean up or take other response action due to the release or threatened release or transportation of any Hazardous Substance; or (iii) Seller is required to pay all or a portion of the cost of any past, present or future cleanup, removal or remedial or other response action which arises out of or is related release or threatened release or transportation of any Hazardous Substance at the Property.

12. REPRESENTATIONS OF SELLER. Seller represents, warrants and covenants to Purchaser that Seller has all necessary power and authority to enter into and perform this Agreement, and to carry out and perform its obligations under this Agreement. Seller acknowledges that the statutory disposition process for the Property commenced on July 14, 2016, at its regular meeting, wherein pursuant to its Resolution No. 3342, and its authorization of bid specifications, the sale of the Property was advertised on July 22, 2016 and July 29, 2016. No bids were received. Therefore, this Agreement is, and of the date of the closing will be, a valid, legal and binding obligation, enforceable against Seller in accordance with its terms. On the date of the closing, Seller will have all necessary power and authority to enter into, execute and deliver each of the closing

documents required to be delivered by Seller and to carry out and perform Seller's obligations under this Agreement and under the terms of the closing documents.

13. WARRANTIES OF PURCHASER. Purchaser represents, warrants, and covenants to Seller that Purchaser has all necessary power and authority to enter into and perform this Agreement, and to carry out and perform its obligations under this Agreement. This Agreement is, and of the date of the closing will be, a valid, legal and binding obligation, enforceable against Purchaser in accordance with its terms. On the date of the closing, Purchaser will have all necessary power and authority to enter into, execute and deliver each of the closing documents required to be delivered by Purchaser and to carry out and perform Purchaser's obligations under this Agreement and under the terms of the closing documents.

14. COMPLIANCE WITH ZONING AND OTHER RESTRICTIONS. The Purchaser agrees to comply fully with any and all zoning and other governmental restrictions applicable to the Property as specified in the Municipal Code of the City of South Bend, Indiana. In addition, Purchaser agrees that any and all plans, construction drawings and specifications for building improvements to be constructed by the Purchaser on the Property shall be submitted to the Seller for review and approval prior to the Purchaser's initiation of construction. Further, the Purchaser agrees that it shall submit for the Seller's review and approval a detailed, "to-scale," site plan prior to the closing of this Agreement. The Purchaser acknowledges the Seller's requirement that the City of South Bend has the final right to approve the building drawings and plans as to the satisfaction of any requirements of the Seller. Seller's review and approval as set forth in this paragraph and elsewhere in this Agreement shall be to Seller's satisfaction. The obligations provided for in this paragraph shall be set forth as restrictions in the deed and shall survive the closing.

15. CLOSING. The closing date for delivery of the deed and payment of the purchase price shall be on a date selected by the Purchaser with five (5) business days prior notice to Seller provided such date shall be no sooner than thirty (30) days after the Effective Date of the Agreement and no later than ninety (90) days after the Effective Date of the Agreement. Place and date of closing shall be designated by Seller, but shall be within St. Joseph County, Indiana.

At the closing, the parties shall deliver the following respective items:

(A) Seller shall deliver to Purchaser a recordable special warranty deed as described above and exclusive possession of the Property.

(B) Seller shall deliver to Purchaser an Affidavit, in form satisfactory to Purchaser, stating that Seller is not a foreign person under Internal Revenue Code Section 1445.

(C) Seller shall furnish the title company and Purchaser with a customary owner's Affidavit as to mechanics' and materialmen's liens, tax liens, and persons in possession of the Property required by the title company as a condition to its agreement to delete the printed General Exceptions related to such liens and possession from the Commitment.

(D) Purchaser shall pay the purchase price as provided in paragraph 3 above.

(E) Seller shall provide Purchaser with possession of the Property.

16. POST-CLOSING OBLIGATION OF PURCHASER. The Parties acknowledge that a portion of the Property includes a vacated street, formerly known as Tutt Street, which was paved in brick. In the event that Purchaser's project requires Purchaser to develop the vacated street, Purchaser agrees to notify the Seller and remove and palletize the bricks for collection by the City of South Bend at no cost to the City. This Section 16 shall be memorialized on the special warranty deed provided at and shall survive the closing of the transaction contemplated by this Agreement.

17. DEFAULT AND REMEDIES. In the event of any default hereunder, the parties shall have the following remedies:

(A) In the event of default by Purchaser with regard to Section 16, Seller shall have the right to obtain an injunction and a decree of specific performance to require the removal and palletization of the bricks for return to the City. With regard to a default by the Purchaser with regard to any other Section, Seller shall have the right to terminate this Agreement as its sole and exclusive remedy.

(B) In the event of a default by Seller, Purchaser shall have the right to obtain a decree of specific performance to require conveyance of the Property to Purchaser in accordance with the terms of this Agreement, or to terminate this Agreement.

18. NOTICE. Any notice or other writing required or permitted to be given to a party to this Agreement shall be deemed given to a party under this Agreement when mailed by United States certified mail, postage prepaid, return receipt requested, as addressed as follows:

SELLER: Department of Redevelopment
City of South Bend, Indiana
Attn: Executive Director
1400 S. County-City Building
227 W Jefferson Blvd.
South Bend, IN 46601

With a copy to:
Legal Department
City of South Bend, Indiana
Attn: Corporation Counsel
1200 S. County-City Building
227 W Jefferson Blvd.
South Bend, IN 46601

PURCHASER: Metro Fibernet, LLC
Attn: Legal Department
8837 Bond Street
Overland Park, KS 66214

19. INDEMNITY. Except for liabilities, claims, penalties, forfeitures, suits and costs and expenses incident thereto arising from the negligent or intentional acts or omissions of the other party, the parties agree to indemnify, save harmless, and defend each other from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense and settlement), which either party may subsequently incur, become responsible for, or pay out as a result of a breach by the other party.

20. EMINENT DOMAIN. If prior to closing all or any part of the Property is taken by eminent domain, Purchaser shall have the option to (A) receive the proceeds of such, taking up to the full amount of the purchase price and close this purchase; (B) reduce the purchase price by the amount of the eminent domain proceeds paid to Seller, up to the full amount of the purchase price; or, (C) terminate this Agreement, in which event the parties shall be released from any further obligations under this Agreement.

21. BINDING EFFECT AND EXCLUSIVE TERMS. Upon acceptance, this offer shall become a complete agreement binding upon and inuring to the benefit of Purchaser and Seller and their respective heirs, successors, executors, administrators and assigns, and shall be deemed to contain all terms and conditions agreed upon, there being no oral conditions, representations, warranties or agreements. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties, unless in writing, signed by both parties.

22. BROKERAGE. Each party represents to the other that there is no Broker or other person who may be entitled to a commission or similar fee in connection with this transaction. Each party covenants and agrees to defend, indemnify and save harmless the other from and against all other claims for brokerage or other commission or similar fees for compensation for any service rendered at its instance in connection with this purchase and sale.

23. ASSIGNMENT. This Agreement may not be assigned by either the Purchaser or the Seller without the prior written consent of the other party, which consent may be denied for any reason.

24. HEADINGS. This Agreement shall be construed without reference to the titles or headings of the various paragraphs contained in this Agreement, which are inserted for convenience of reference only.

25. TIME OF ESSENCE. Time is of the essence of this Agreement. Whenever a date certain is established, named or defined for the payment of any sum of money or for the performance of any act or thing, the same enters into and becomes a part of the consideration supporting this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement to Purchase Real Estate as of the date appearing beneath their signatures.

- Signatures on the Following Page –

REVIEWED
By Constance Shidler at 9:27 am, 2/14/20

PURCHASER:

Metro Fibernet, LLC

John Greenbank (Feb 14, 2020)

Print Name: John Greenbank
Print Title: Executive Vice President
Date: February 14, 2020

ACCEPTANCE

The undersigned Seller agrees to and accepts the foregoing offer and warrants that those signing this acceptance constitute all of the owners of said Property.

SELLER:

South Bend Redevelopment Commission

By:_____
Marcia I. Jones, President

Attest:_____
Quentin M. Phillips, Secretary

Date:_____

EXHIBIT A

MFN- City South Bend IN- Purchase Agreement - Final 021420

Final Audit Report 2020-02-14

Created:	2020-02-14
By:	Connie Shidler (connie.shidler@metronetinc.com)
Status:	Signed
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Signed document emailed to Connie Shidler (connie.shidler@metronetinc.com) and John Greenbank (john.greenbank@metronetinc.com)
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