

AMENDMENT TO EXCHANGE AGREEMENT

This Amendment to Exchange Agreement (the "Amendment") is made and entered into as of the last signature date below (the "Effective Date"), by and between the **Denton Independent School District** ("Partner No. 1" or DISD"), the **County of Denton** ("Partner No. 2" or "County") (Partner No. 1 and Partner No. 2 together "Partners") and **Zayo Group, LLC** ("Zayo"). Each of Partner No. 1, Partner No. 2, and Zayo may be referred to as "Party" and collectively, as the "Parties." Unless otherwise defined in this Amendment, capitalized terms shall have the meaning given them in the Exchange Agreement.

WHEREAS, the Parties entered into that certain Exchange Agreement dated July 28, 2015 (the "Exchange Agreement") for the even exchange of certain facilities; and

WHEREAS, the intended use of the Partner-Provided Facilities by Zayo has been within the City of Denton ("City") has been obfuscated by City's refusal to permit Zayo's use of the Partner-Provided Facilities within City boundaries; and,

WHEREAS, the Parties have found an equitable resolution and desire to memorialize such in this Amendment.

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

1. General. The Recitals are true and accurate and incorporated herein.

2. Modification of Delivered Facilities. Paragraph 2 of Exhibit A, Partner-Provided Facilities is modified to remove that portion of the Interlocal Conduit located within the municipal boundaries of the City of Denton. In keeping the Exchange of even consideration, the Partners agree to install a 432-count fiber optic cable through conduit controlled by the Partners on the DART/DCTA Lewisville Lake crossing (the "Crossing") as depicted on Exhibit A-1. Zayo, at no charge to the Partners, shall provide the fiber optic cable to the Partners for installation within the Crossing. The Partners will maintain ownership of the cable and grants to Zayo and Zayo hereby accepts from the Partners an exclusive indefeasible right of use in four hundred twenty (420) fibers (the "Zayo Fibers") and a non-exclusive license to use, the Partners' Associated Property (as defined in Exhibit A-1), all upon and subject to the terms and conditions set forth in Exhibit A-1 (collectively the "IRU").

3. Except as amended herein, all other terms and conditions of the Exchange Agreement shall be unaffected hereby and are ratified and confirmed by the Parties.

DENTON INDEPENDENT SCHOOL DISTRICT

ZAYO GROUP, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

COUNTY OF DENTON

By: _____

Print Name: _____

Title: _____

EXHIBIT A-1
Depiction of Crossing



Additional Terms of IRU

1. “Associated Property” shall mean the following described tangible and intangible property necessary for the use of the Zayo Fibers: (a) the Partners’ rights in all Required Rights, as defined below, subject to the terms, conditions and limitations thereof; (b) Partner manholes and hand holes, if any; (c) the innerduct in which the Zayo Fibers are housed. As used in this Amendment, Associated Property does not include any other cable or telecommunications equipment of the Partners.
2. Required Rights. The Partners agree to maintain in full force and effect all rights, licenses, permits, authorizations, franchises, rights-of-way, easements and other approvals (collectively, the “Required Rights”) that are necessary for the Partners to maintain the Crossing and to convey the IRU in the Zayo Fibers to Zayo.
3. Access to Zayo Fibers. Subject to conditions contained in the Required Rights and in cooperation with the Partners, Zayo shall have rights to access the Zayo Fibers for the purpose of maintaining, splicing, and repairing the Zayo Fibers.
4. Maintenance Procedures. The maintenance of Zayo Fibers shall be provided in accordance with the following:
 - a. Routine Maintenance. The Partners shall provide, or cause to be provided by contractors selected by the Partners, all required Routine Maintenance of the Crossing. “Routine Maintenance” is maintenance and repairs that Zayo deems necessary to ensure proper functioning of the Zayo Fibers. The Partners shall perform routine and preventative maintenance, including route patrol and all cable and locate activities as a part of the local “Call Before You Dig” program. Any Routine Maintenance that has the possibility of impacting service on the Zayo Fibers shall be pre-scheduled so as to allow notification to Zayo’s customers, as appropriate. All such planned Routine Maintenance shall be conducted outside normal working hours anytime between 12:00 AM to 6:00 AM (local time) seven (7) days a week. The Partners agree to provide Zayo with ten (10) business

days prior written notice of Routine Maintenance that is service affecting. All maintenance other than Routine Maintenance as described above shall be deemed to be "Non-Routine Maintenance." Routine Maintenance shall be provided to Zayo at no charge.

b. Non-Routine & Emergency Maintenance. Non-Routine Maintenance is maintenance that restores the functionality of services on the Zayo Fiber. For any Non-Routine and/or emergency Maintenance (including, but not limited to, repairs required due to cable cuts, fires, remodeling work or other acts of third parties or Force Majeure events), Zayo, subject to conditions contained within the Required Rights and in cooperation with the Partners, shall be permitted to access the Zayo Fibers for the purpose of restoring services. In the event the Partners are required to perform the work under Zayo's supervision, Zayo shall reimburse the Partners for Zayo's proportionate share of costs incurred by the Partners in connection with such Non-Routine Maintenance, within thirty (30) days of the date of Partners' invoice therefor. Zayo's proportionate share of such costs shall be determined based on the ratio to which the number of Zayo Fibers bears to the total number of fibers within the cable.

c. Contact Information for Maintenance. Unless otherwise provided in writing, the Partners may notify Zayo of any Routine Maintenance at: Vice President, OSP, Zayo Group, LLC, 13641 Omega Rd Farmers Branch, TX 75244. For Non-Routine & Emergency Maintenance, please contact Zayo Networks Operations Center at: 866.364.6033.