FINANCING AGREEMENT

BETWEEN

METRO FIBERNET, LLC

AND

CITY OF WESTFIELD, INDIANA

Dated as of February 1, 2015

Certain of the rights of the Issuer hereunder have been assigned to [Trustee], as trustee under a Trust Indenture dated as of the date hereof, from the Issuer.

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FINANCING AGREEMENT

This FINANCING AGREEMENT, dated as of February 1, 2015 (the "Financing Agreement") between METRO FIBERNET, LLC, an Indiana limited liability company (the "Company"), and the CITY OF WESTFIELD, INDIANA (the "Issuer" or "City"), a municipal corporation duly organized and validly existing under the laws of the State of Indiana.

PRELIMINARY STATEMENT

WHEREAS, Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the "Act"), authorizes and empowers the Issuer to issue revenue bonds and enter into agreements with companies to allow companies to construct economic development facilities and vests the Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, after giving notice in accordance with the Act and IC 5-3-1, the Westfield Economic Development Commission held a public hearing and the Issuer, upon finding that the Projects (as defined herein) and the proposed financing of the acquisition, construction, equipping, installation and improvement thereof will retain employment opportunities in the City; will benefit the health and general welfare of the citizens of the City; will comply with the purposes and provisions of the Act, and adopted a resolution approving the proposed financing; and

WHEREAS, the Issuer intends to issue its Taxable Economic Development Revenue Bonds, Series 2015 (Metro FiberNet Project) in the aggregate principal amount of $2,500,000, pursuant to the Trust Indenture dated as of February 1, 2015 from the Issuer to [Trustee], as trustee, and intends to provide the proceeds of the Bonds pursuant to the provisions of this Financing Agreement to the Company to finance the construction of facilities to house electronics and to install fiber optic cable that will provide high speed internet, telephone and television services to the City of Westfield, Indiana (the "Projects"); and

WHEREAS, this Financing Agreement provides for the use of the financing by the Company through the issuance by the Issuer of its Bonds; and

WHEREAS, pursuant to the Indenture, the Issuer will assign certain of its rights under this Financing Agreement as security for the Bonds. The Bonds issued under the Indenture will be payable solely from tax increment revenues of the Issuer's Redevelopment Commission located in a designated area known as the "Gigabit Broadband Allocation Area."

In consideration of the premises, the transfer of certain infrastructure to the Issuer, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Issuer hereby further covenant and agree as follows:

DEFINITIONS AND EXHIBITS

Section 1.1. Terms Defined. Capitalized terms used in this Financing Agreement that are not otherwise defined herein, shall have the meanings provided for such terms in the Indenture. As used in this Financing Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

"Act" means, collectively, Indiana Code 36-7-11.9 and 36-7-12.

"Allocation Area" means the Gigabit Broadband Allocation Area established as an allocation area by the Redevelopment Commission, all in accordance with IC 36-7-14-39 and IC 37-7-14-39.3 for the purposes of capturing incremental *ad valorem* depreciable personal property taxes of the Company levied and collected in such allocation area.

"Bond Fund" means the City of Westfield, Indiana—Metro FiberNet Project, Bond Fund established by Section 4.2 of the Indenture.

"Bonds" means the Series 2015 Bonds.

"City" means the City of Westfield, Indiana.

"Company" means Metro FiberNet, LLC, or any successors thereto permitted under Section 9.4 hereof.

"Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the timely payment of the principal of and the interest on which are fully and unconditionally guaranteed by, the United States of America or any agency or instrumentally thereof when such obligations are backed by the full faith and credit of the United States of America.

"Indenture" means the Trust Indenture dated as of February 1, 2015, between the Issuer and the Trustee and all amendments and supplements thereto.

"Issuer" means the City of Westfield, Indiana, a municipal corporation duly organized and validly existing under the laws of the State.

"Projects" means the construction of facilities to house electronics and to install fiber optic cable that will provide high speed internet, telephone and television services to the City of Westfield, Indiana, all located within the Allocation Area.

"Project Fund" means the Project Fund for the Bonds established in Section 4.3 of the Indenture.

"Redevelopment Commission" means the Westfield Redevelopment Commission.

"Series 2015 Bondholder" or "owner of a Series 2015 Bond" or any similar term means the owner of a Series 2015 Bond.

"Series 2015 Bonds" means the City of Westfield, Indiana, Taxable Economic Development Revenue Bonds, Series 2015 (Metro FiberNet Project) in the aggregate principal amount not to exceed $2,500,000.

"State" means the State of Indiana.

"TIF Revenues" means the property tax proceeds received by the Redevelopment Commission and pledged to the Issuer pursuant to a resolution adopted by the Redevelopment Commission on February 9, 2015 (the "Pledge"), from the assessed valuation of depreciable personal property of the Company in the Allocation Area, in excess of the assessed valuation described in IC 36-7-14-39(b)(1), as such statutory provision exists on the date of execution of the Indenture.

"Trustee" means the trustee at the time serving as such under the Indenture.

Section 1.2. Rules of Interpretation. For all purposes of this Financing Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

(a) "This Financing Agreement" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof and "hereunder" and other words of similar import refer to this Financing Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) Any terms not defined herein but defined in the Indenture shall have the same meaning herein.

(f) The terms defined elsewhere in this Financing Agreement shall have the meanings therein prescribed for them.

(End of Article I)

ARTICLE II

REPRESENTATIONS; USE OF BOND PROCEEDS

Section 2.1. Representations by Issuer. Issuer represents and warrants that:

(a) The Issuer is a municipal corporation organized and existing under the laws of the State. Under the provisions of the Act, the Issuer is authorized to enter into the transactions contemplated by this Financing Agreement and to carry out its obligations hereunder. The Issuer has been duly authorized to execute and deliver this Financing Agreement. The Issuer agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(b) The Issuer shall issue its Bonds in the amount not to exceed $2,500,000, to provide funds to the Company for the costs associated with the Project, subject to the consideration of the execution and delivery of this Financing Agreement, all for the benefit of the holders of the Bonds, to expand employment opportunities in the City and to benefit the health and general welfare of the citizens of the City, and to secure the Bonds by pledging certain of its rights and interest in this Financing Agreement to the Trustee.

Section 2.2. Representations by Company. Company represents and warrants that:

(a) It is a Nevada limited liability company validly existing under the laws of Nevada and authorized to do business in the State of Indiana, is not in violation of any laws in any manner material to its ability to perform its obligations under this Financing Agreement, has full power to enter into and by proper action has duly authorized the execution and delivery of this Financing Agreement.

(b) The provision of financial assistance to be made available to it under this Financing Agreement from the proceeds of the Bonds and the commitments therefor made by the Issuer have induced the Company to undertake the Projects and such project will increase jobs and employment opportunities within the boundaries of the City.

(c) Neither the execution and delivery of this Financing Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Financing Agreement, conflicts with or results in a breach of the terms, conditions or provisions of the Company's Operating Agreement or any restriction or any agreement or instrument to which the Company is now a party or by which it is bound or to which any of its property or assets is subject or (except in such manner as will not materially impair the ability of the Company to perform its obligations hereunder) of any statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or its property, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement, except as set forth in this Financing Agreement and the Indenture.

(d) There are no actions, suits or proceedings pending, or, to the knowledge of the Company, threatened, before any court, administrative agency or arbitrator which, individually or in the aggregate, might result in any material adverse change in the financial condition of the

Company or might impair the ability of the Company to perform its obligations under this Financing Agreement.

(e) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default under this Financing Agreement.

(End of Article II)

ARTICLE III

PARTICULAR COVENANTS OF THE ISSUER AND COMPANY

Section 3.1. Consent to Assignments to Trustee. The Company acknowledges and consents to the pledge and assignment of the Issuer's rights hereunder to the Trustee pursuant to the Indenture and agrees that the Trustee may enforce the rights, remedies and privileges granted to the Issuer hereunder other than the rights of the Issuer to execute and deliver supplements and amendments to this Financing Agreement pursuant to Section 8.1 hereof and in addition to the rights retained by the Issuer pursuant to Section 6.1(c) hereof as well as those rights granted to the Issuer under Section 3.6 hereof and Section 4.3 of the Indenture.

Section 3.2. Payment of Principal and Interest/Payment of Taxes. In accordance with the Indenture, the Bonds are payable solely and only from TIF Revenues (to the extent the Company has made property tax payments and there are any TIF Revenues) as pledged to the Issuer by the Redevelopment Commission pursuant to a resolution adopted by the Redevelopment Commission on February 9, 2015. Under no circumstances shall the Company be liable for making any payments due under the Bonds. In accordance with Section 4.4 of the Indenture, the Issuer shall transfer to the Trustee for deposit in the Series 2015 Bond Fund (as defined in the Indenture), on or before each February 1 and August 1, all of the TIF Revenues available, first to pay any interest due and outstanding, and then to pay as much principal as possible due on the Bonds on the next February 1 or August 1, together with Trustee fees as described in the Indenture.

Section 3.3. Maintenance of Existence. The Company agrees that it will maintain its existence as a limited liability company, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another entity, or permit one or more other corporations to consolidate or merge with it; provided, that the Company may, without violating the agreement contained in this Section, consolidate or merge with another entity, permit one or more other entities to consolidate or merge into it, or transfer to another entity organized under the laws of one of the states of the United States all or substantially all of its assets as an entirety and thereafter dissolve provided (a) the surviving, resulting or transferee entity, as the case may be, is organized under the laws of one of the states of the United States, and (b) such entity assumes in writing all of the obligations of the Company herein, including the obligations of the Company under this Financing Agreement.

Section 3.4. Company Duties Under Indenture. The Company agrees to perform all matters provided by the Indenture to be performed by the Company and to comply with all provisions of the Indenture applicable to the Company.

Section 3.5. Indemnity The Company will pay, and protect, indemnify and save the Issuer (including members, directors, officials, officers, agents, attorneys and employees thereof), the Bondholders and the Trustee harmless from and against, all third party liabilities, losses, damages, costs, expenses , causes of actions, suits, claims, demands and judgments of any nature directly arising from or directly relating to :

(a) Any material violation by the Company of any material agreement or material condition of this Financing Agreement or the Indenture;

(b) Any material violation of any material contract, agreement or restriction by the Company relating to the Projects, or a part thereof;

(c) Any material violation of any material law, ordinance or regulation by the Company arising out of the ownership, occupancy or use of the Projects, or a part thereof;

(d) Any negligent act, failure to act, or material misrepresentation by the Company, or any of the Company's agents, contractors, servants, employees or licensees; and

(e) The provision of any material information or certification furnished by the Company to the Bondholders in connection with the issuance and sale of the Bonds or the Projects.

The Company hereby further agrees to indemnify and hold harmless the Trustee from and against any and all third party costs, claims, liabilities, losses or damages whatsoever , asserted or directly arising out of or in connection with the acceptance or administration of the trusts established pursuant to the Indenture, except costs, claims, liabilities, losses or damages resulting from the negligence or misconduct of the Trustee. The indemnifications set forth herein shall survive the termination of the Indenture and/or the resignation or removal of the Trustee for so long as the Bonds are outstanding.

The foregoing shall not be construed to prohibit the Company from pursuing its remedies against either the Issuer or the Trustee for damages to the Company resulting from personal injury or property damage caused by the intentional misrepresentation or misconduct of either the Issuer or the Trustee.

Section 3.6. Payment of Expenses of Issuance of Bonds. The Issuer shall pay from the proceeds of the Bonds and from no other source, the costs of issuance of the Bonds.

Section 3.7. Completion and Use of Projects.

(a) Company agrees that it will, within 18 months of the closing of the Bonds, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things reasonably within its power, subject the economic feasibility of obtaining right of way, pole attachment and other third party rights in accordance with the Company's business model, which may be requisite or proper, all for the acquisition, construction, expansion, equipping and improvement of the Projects and, upon completion, the Company will operate and maintain the Projects in such manner as reasonably within Company's power so as to conform with all applicable zoning, planning, building, environmental and other applicable governmental regulations and so as to be consistent with the Act.

(b) The Issuer shall deposit all proceeds from the sale of the Bonds in the manner specified in Article III of the Indenture, and the Issuer shall maintain such proceeds in the manner specified in Article IV of the Indenture. Under the Indenture, the Trustee, on behalf of the Issuer, is authorized and directed to make payments from the Project Fund to pay for Projects, or to reimburse Company for any costs of the Project, and to pay the Costs of Issuance for the Bonds. The Company agrees to direct such requisitions to the Trustee as may be necessary to effect

payments out of the Project Fund, as the case may be, for costs of the Projects in accordance with Section 4.3 of the Indenture and this Section 3.7.

(c) The Company shall provide a final order certificate with respect to the Project in the manner provided in Section 4.3(a) of the Indenture and any moneys remaining in the Project Fund after completion of the Projects shall be transferred and applied in the manner therein provided.

Section 3.8. Other Amounts Payable by the Company. The Company covenants and agrees to pay the following:

(a) All reasonable fees, charges and expenses of the Trustee incurred under the Indenture, as and when the same become due to the extent TIF Revenues are not available, provided that the Company shall be reimbursed for such fees if TIF Revenues later become available.

(b) All reasonable costs incident to the payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable, including all reasonable costs and expenses in connection with the call, redemption and payment of Bonds to the extent TIF Revenues are not available, provided that the Company shall be reimbursed for such fees if TIF Revenues later become available.

(c) All other payments of whatever nature which the Company has agreed to pay or assume under the provisions of the Financing Agreement.

Notwithstanding anything in this Section 3.8 to the contrary, the Company may, without creating an event of default as herein defined, after making the payments required by this Section 3.8, contest in good faith the necessity for any such services, fees, charges or expenses of the Issuer or the Trustee.

(End of Article III)

ARTICLE IV

[RESERVED]

(End of Article IV)

ARTICLE V

[RESERVED]

(End of Article V)

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 6.1. Events of Default.

(a) It shall be an Event of Default upon the failure of the Company to perform any covenant, condition or provision hereof and to remedy such default within 30 days after notice thereof from the Trustee to the Company, unless the Requisite Bondholders shall have consented thereto.

(b) During the occurrence and continuance of any event of default hereunder, the Trustee, as assignee of the Issuer pursuant to the Indenture, and in addition to the rights retained by the Issuer as provided in Section 6.1(c) hereof, on behalf of any unpaid Bondholders shall have the rights and remedies hereinafter set forth, in addition to any other remedies herein or by law provided. It is agreed that the holders of all of the Bonds outstanding at any time may direct the Trustee, and the Trustee shall abide by such direction, with regard to the remedy or remedies to be pursued hereunder or under the Indenture. The Trustee, personally or by attorney, may in its discretion, proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in this Financing Agreement or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce any of its rights or duties hereunder. If after any event of default occurs and prior to the Trustee exercising any of the remedies provided in this Financing Agreement, the Company will have completely cured such default, and shall have provided the Trustee with evidence thereof to the reasonable satisfaction of the Trustee, then in every case such default will be waived, rescinded and annulled by the Trustee by written notice given to the Company. No such waiver, annulment or rescission will affect any subsequent default or impair any right or remedy consequent thereon.

(c) Notwithstanding anything herein to the contrary, during the occurrence and continuance of an event of default by the Company arising from a breach of representations as set forth in Section 2.2 hereof, or a breach of the covenants of the Company set forth in Section 3.7 or 3.8 hereof, or the filing of a voluntary or involuntary petition in bankruptcy under the United States Bankruptcy Code, or proceeding under any other applicable laws concerning insolvency, reorganization or bankruptcy by or against the Company (collectively, the "Company's Insolvency"), the Issuer may in its discretion, proceed to protect and enforce its rights under this Agreement by a suit or suits in equity or at law, whether for damages or for the specific performance. With the exclusion of a Chapter 11 filing under the United States Bankruptcy Code, the Company agrees that in the event of the Company's Insolvency, it shall first offer for sale at fair market value (which value shall be determined by the average of two qualified appraisers, with one appraiser appointed by the Company and one appraiser appointed by the Issuer) of any and all assets of the Company to the Issuer, subject to all applicable laws, liens, easements and rights of creditors and the bankruptcy trustee, if any. Within thirty (30) days, the Issuer shall determine to exercise its option for such purchase and make payment therefor to the Company, and if it has not made such a determination and tendered such payment within said thirty (30) days, such offer for sale by the Company shall be void.

Section 6.2. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 6.3. Delay or Omission Not a Waiver. No delay or omission of the Trustee to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this Financing Agreement to the Trustee may be exercised from time to time and as often as may be deemed expedient by the Trustee.

(End of Article VI)

ARTICLE VII

IMMUNITY

Section 7.1. Extent of Covenants of the Issuer; No Personal Liability. No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Bonds, the Indenture or this Financing Agreement against any past, present or future member, director, officer, agent, attorney or employee of the Issuer, or any incorporator, member, director, officer, employee, agent, attorney or trustee of any successor thereto, as such, either directly or through the Issuer or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, director, officer, employee, agent, attorney or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture and this Financing Agreement (and any other agreement entered into by the Issuer with respect thereto) and the issuance of the Bonds.

Section 7.2. Liability of Issuer. Any and all obligations of the Issuer under this Financing Agreement are special, limited obligations of the Issuer, payable solely out of the TIF Revenues and the other revenues and income derived under this Financing Agreement and as otherwise provided under this Financing Agreement and the Indenture. The obligations of the Issuer hereunder shall not be deemed to constitute an indebtedness or an obligation of the Issuer, the State or any political subdivision or taxing authority thereof within the purview of any constitution limitation or provision, or a pledge of the faith and credit or a charge against the credit or general taxing powers, if any, of the Issuer, the State or any political subdivision or taxing authority thereof.

(End of Article VII)

ARTICLE VIII

SUPPLEMENTS AND AMENDMENTS TO THIS FINANCING AGREEMENT

Section 8.1. Supplements and Amendments to this Financing Agreement. Subject to the provisions of Article X of the Indenture, the Company and the Issuer may from time to time enter into such supplements and amendments to this Financing Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VIII)

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1. Financing Agreement for Benefit of Parties Hereto. Nothing in this Financing Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns, any right, remedy or claim under or by reason of this Financing Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Financing Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and the Trustee.

Section 9.2. Severability. In case any one or more of the provisions contained in this Financing Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 9.3. Addresses for Notice and Demands. All notices, demands, certificates or other communications hereunder shall be sufficiently given when received or your first refusal thereof and mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight courier with proper address as indicated below. The Issuer, the Company and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Financing Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the Issuer:	City of Westfield, Indiana Attention: Mayor 130 N. Penn St. Westfield, IN 46074
With a Copy To:	City of Westfield, Indiana Attention: Clerk-Treasurer 130 N. Penn St. Westfield, IN 46074
To the Company:	Metro Fibernet, LLC Attention: Legal Department 8837 Bond Street Overland Park, KS 66214

Section 9.4. Successors and Assigns. Whenever in this Financing Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Financing Agreement contained by or on behalf of the Company, or by or on behalf of the Issuer, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not. Provided, however, the Company may not assign its rights or obligations under this Financing Agreement

without the consent of the Bondholders or the Issuer, which may be withheld in their absolute discretion.

Section 9.5. Counterparts. This Financing Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Financing Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 9.6. Governing Law. It is the intention of the parties hereto that this Financing Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with, the laws of Indiana.

(End of Article IX)

IN WITNESS WHEREOF, the Issuer and the Company have caused this Financing Agreement to be executed in their respective names, and the Issuer and the Company have caused their corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

"THE COMPANY"

METRO FIBERNET, LLC

By: _____

Printed: _____

Title: _____

"THE ISSUER"

CITY OF WESTFIELD, INDIANA

_____
Mayor

Attest:

_____
Clerk-Treasurer

[SIGNATURE PAGE OF THE FINANCING AGREEMENT]