RELOCATION REIMBURSEMENT AGREEMENT

THIS RELOCATION REIMBURSEMENT AGREEMENT ("Agreement") is made this _____day of _____, 20__, by and between **Zayo Group, LLC**, with primary offices located at 1805 29th Street, Suite 2050, Boulder, CO 80301 ("Zayo") and **Town of Munster**, with primary offices located at **1005 Ridge Road, Munster, Indiana 46321** ("Developer").

WHEREAS, Developer has requested Zayo to relocate a portion of its telecommunications network in order to accommodate the Developer's project needs related to the 45Th and Calumet Relocation development at and near 910 Camellia Drive, Town of Munster, IN (hereinafter the "Relocation"); and

WHEREAS, Developer has agreed to reimburse Zayo all costs related to the Relocation as outlined in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. Scope of Work:

   Zayo will contract and coordinate with JDH Contracting, its contractor ("Contractor") to perform the necessary activities with respect to the Relocation as set forth in Exhibit A.

2. Payment.

   Developer shall reimburse Zayo the Actual Cost of the Relocation identified in this Agreement. Developer shall pay the Cost Estimate upon execution of this Agreement. The estimated cost of this Relocation is **$230,000.00** ("Two Hundred Thirty Thousand and No/Dollars"). Zayo will begin the work contemplated herein upon receipt of such payment. In the event the Cost Estimate differs from the total Actual Cost of the construction, Developer will promptly pay any additional amount shown to be due, it being the intent of this Agreement that the payment required shall be based on the total actual construction cost. "Actual Cost" of construction shall include the following: all related amounts invoiced by Contractor or any third parties; and (b) eighteen percent (15%) of such amounts as an administrative fee.

   B. Invoiced amounts are due upon receipt, and will be considered past due and subject to a late fee if not paid on or before the thirtieth (30th) day past the invoice date, unless a specific due date is identified herein ("Due Date"). Payment will be in United States currency.

3. Indemnification.

   A. Developer will indemnify and hold Zayo harmless from and against any and all loss, liability, demand, claim, damage and expense (including reasonable attorneys' fees) for damages to any property or injury to or death of any person to the extent caused by Developer's negligence or willful misconduct.

   B. Zayo will indemnify and hold Developer harmless from and against any and all loss, liability, demand, claim, damage and expense (including reasonable attorneys' fees) for damages to any property or injury to or death of any person to the extent caused by Zayo or their Contractor's negligence or willful misconduct.

   C. Zayo shall not be liable for damages brought about by interruptions in work or failure to complete construction or any claim arising under or out of this Agreement caused by any act or thing reasonably beyond its control or incident to interruptions necessary for repairs or changes in Zayo's facilities.

   D. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR HARM TO BUSINESS. EACH PARTY HEREBY RELEASES THE OTHER PARTY, ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND AGENTS, FROM ANY SUCH CLAIM.

   E. The provisions of this Section shall survive the termination of this Agreement.

4. Waiver. The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provisions but such provisions shall, nevertheless, be and remain in full force and effect.

5. Notices. Notices will be in writing and delivered to the addresses above by registered or certified US Mail, postage prepaid, or by commercial overnight

delivery service, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice, or three (3) days after mailing if by regular mail. Notwithstanding the foregoing, in the event of facsimile notice, the confirming original must be sent by overnight delivery service for notice to be deemed effective.

6. Governing Law. This Agreement shall be governed by the laws of the State where the work is performed.

7. Assignment. Developer shall not assign its rights, obligations and interest in this Agreement without prior written notice to and the written approval of Zayo.

8. Beneficiaries. Except as set forth in this Agreement, nothing in this Agreement is intended to provide any legal rights to anyone not an executing party of this Agreement.

9. Entire Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement represents the entire understanding between the parties with respect to the subject matter herein and those which are reasonably related; there are no oral or collateral agreements with respect thereto between the parties. All changes or amendments to this Agreement must be in writing and signed by the parties in order to be enforceable.

10. Permits. Zayo shall be solely responsible for obtaining any necessary rights-of-way, encroachment permits, licenses, approvals or any other authority required for Zayo to maintain its occupancy and use of the right-of-way during and after completion of the construction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

Zayo Group, LLC		**Town of Munster, Indiana**	
By:	_____	By:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Exhibit A
to the
Relocation Reimbursement Agreement

Description of the Relocation:

Town of Munster desires to construct an underpass at Calumet Avenue and 45th Street at the Canadian National Railroad ("CN") tracks on the route of the Grand Trunk Western Railroad Company ("GTWR") (a subsidiary of CN) right-of-way ("Project"). Zayo owns fiber optic cable and other equipment within the aforementioned right-of-way. Zayo will relocate their existing fiber optic cable to avoid conflicts with the proposed project to the location shown on the attached relocation plans.

Map as facilities exist today: Attached

Estimated - map of facilities post-Relocation (subject to true up following completion): Attached