

RIGHT OF ENTRY AND USE AGREEMENT ("AGREEMENT")

The City of Atlanta, a municipal corporation of the State of Georgia ("Grantor"), grants permission to Zayo Group, LLC., a Delaware limited liability company, and its affiliates and subsidiaries ("ZAYO") and Cbeyond Communications, LLC and its affiliates and subsidiaries ("Cbeyond") (each a "Party" and collectively the "Grantee") to install conduit, cables and related equipment for communications facilities (the "System") in Grantor's site located at 477 Windsor Street SW, Atlanta, GA 30312 (the "Property") to provide communications services to Grantor, tenants, residents, licensees, customers or users at the Property. For their mutual benefit, each of the Parties agrees as follows:

1. Prior to any installation of the System, upon Grantor's request, Grantee will submit to Grantor entrance and construction plans specifying the location, construction and method of installation related to that Party's System. Grantor shall promptly review said plans and respond to Grantee.
2. Grantee will perform System installation, removal and maintenance in such a manner that it will not interrupt Property operations. Grantee shall use certified and qualified contractors or service providers for such activities. Upon removal of their System by Grantee, the removing Party or Parties will restore the Property affected by the installation to a condition as good as its condition prior to installation, with the exception of any permanent, immovable or concrete structures. Grantee shall bear all costs and expenses to repair any damage to the Property caused by Grantee.
3. Grantor cannot indemnify Grantee for any costs, expenses, claims or liabilities for property damage or personal injury occurring at the Property, directly caused by such Party's negligent act or omission, including in relation to the installation, maintenance, use, operation, protection, repair, or removal of the System, as applicable.
4. Grantee may access, maintain, upgrade, modify or remove their System during the normal business hours of: Monday through Friday 8:15 am to 9:00 pm and Saturday 9:30 am to 6:00 pm, by providing reasonable advance notice and coordinating such activities with the Grantor. Grantor will provide the same level of security for the System as it provides for the Property in general and will not permit persons not authorized in writing by Grantee to move, interfere, (physically or electronically), make connections with or otherwise have access to the System.
5. Grantee will furnish evidence of its existing insurance acceptable to the City of Atlanta Office of Risk Management and will have in effect at all times all the necessary authorizations and consents to construct and operate its System.
6. Grantee shall obtain all necessary permits and shall ensure, to the extent possible, that no other utility service to the subject property shall be affected.
7. This Agreement is meant to cover the time of construction, including thirty (30) days. After construction is complete, a "Utility Easement" will go into effect for one (1) term of five (5) years, upon approval by the City of Atlanta. Both Grantor and Grantee may terminate this Agreement upon prompt notice to the other. Grantor and Grantee agree to provide each other and any assignee written notice (addresses below) of any material breach and a thirty (30) day period to cure any such breach prior to termination. ZAYO may terminate this Agreement as to ZAYO only (i.e.: ZAYO will no longer be a Party, but the Agreement will remain as to the other Parties) without cause, at any time upon written notice to Grantor. Cbeyond may terminate this Agreement as to Cbeyond only (i.e.: Cbeyond will no longer be a Party, but the Agreement will remain as to the other Parties) without cause, at any time upon written notice to Grantor. Any damage to the property caused by Grantee during this period shall be repaired prior to termination.
8. Grantee may transfer or assign in full, or as collateral, its rights in this Agreement with written notice to and consent by Grantor to any such assignment hereof by Grantee. Such consent shall not be unreasonably withheld.

- 9. Grantor states that it has all rights, authority and approvals necessary to enter into this Agreement, and that this Agreement will not contravene any laws, orders, statutes, regulations or other agreements.
- 10. The Parties each agree that this Agreement and the terms and provisions hereof shall remain confidential and shall not be disclosed by such to third parties except as required by law.
- 11. No subsequent agreement between Grantee and Grantor shall be effective or binding unless it is made in writing and signed by both of the parties hereto.
- 12. _____ (“Contractor”) is an independent contractor and is not an employee of the Grantee. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements or understandings related to the subject matter described herein, and no representation, promise, inducement or statement of intention, written or oral, has been made by Contractor or the Parties which is not embodied herein.

Each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

CITY OF ATLANTA,
a municipal corporation of the State of Georgia

Date: 10/28/13
 Signed: [Signature]
 Name: JOHN C. LAVELLE
 Title: Director of Real Estate

ZAYO GROUP, LLC
a Delaware limited liability company

Date: 11/18/2013
 Signed: [Signature]
 Name: Martin Snella
 Title: CTO/CIO

Zayo Group, LLC
400 Centennial Parkway, Suite 200
Louisville, CO 80027

Cbeyond Communications, LLC
a Delaware limited liability company

Date: 11/18/2013
 Signed: [Signature]
 Name: Mark Masi
 Title: VP

Site number/name: _____

ADDENDUM TO RIGHT OF ENTRY AND USE AGREEMENT ("AGREEMENT")

This Addendum, made pursuant to Section 12 of the Agreement, is effective upon the later date of the signatures below. Grantor and Cbeyond Communications, LLC ("Cbeyond") agree to the following additional terms:

Payment to Grantor

[NON-RECURRING PAYMENT]

In consideration for the Agreement, Cbeyond shall pay Grantor \$3,000.00 as an **Administrative Fee to offset any costs incurred by Grantor in evaluation of the Agreement. The Administrative Fee shall be paid** on or before the date that construction begins at 477 Windsor Street SW, Atlanta GA 30312.

Additional Terms

All obligations for payment to Grantor shall terminate with the Agreement.

Any late payment shall accrue a late payment penalty of the lesser of 1.5% simple interest or the greatest interest penalty allowed by law. Failure by Cbeyond to provide payment as provided for herein shall entitle Grantor to terminate the Agreement, provided, however, that Grantor shall provide Grantee notice of Grantor's intent to terminate at least 24 hours prior to termination and give Cbeyond the opportunity to cure non-payment, including applicable interest, to avoid termination pursuant to this Section.

At Cbeyond's request, Grantor shall provide its then-current W-9 form.

Grantor is responsible for any taxes applicable to payments made under this Addendum.

<p>Grantor</p> <p>Date: <u>10/28/13</u></p> <p>Signed: <u><i>J. Lavelle</i></u></p> <p>Name: <u>JOHN C. LAVELLE</u></p> <p>Title: <u>Director of Real Estate</u></p> <p>Company: <u>CITY OF ATLANTA</u></p> <p>Business Address: <u>68 MITCHELL ST. STE 1225</u></p> <p>City, State ZIP: <u>ATLANTA GA 30303</u></p>	<p>Cbeyond Communications, LLC</p> <p>Date: <u>11/18/2013</u></p> <p>Signed: <u><i>Mark Masi</i></u> <small>DocuSigned by: A88A711DC4D049B...</small></p> <p>Name: <u>Mark Masi</u></p> <p>Title: <u>VP</u></p> <p>Cbeyond Communications, LLC 320 Interstate North Parkway Atlanta, GA 30339</p>
---	--