

## **Amendment to Access and License Agreement**

This Amendment to Access and License Agreement (the "Amendment") is entered into as of the \_\_\_\_\_ day of March, 2003 (the "Effective Date") between The City of Milwaukee, a municipal corporation, having its principal place of business at City Hall, 200 East Wells Street, Milwaukee, WI 53202 (herein called "Licensor") and CityNet Telecommunications, Inc., a Delaware corporation authorized to do business in the State of Wisconsin (herein called "Licensee").

### **RECITATIONS**

A. Licensor approved an Access and License Agreement (the "License") with Licensee via Common Council File Number 019056 (adopted April 23, 2002) whereby Licensor agreed to make portions of its sewer system available to Licensee for the placement, operation and maintenance of Licensee's Facilities.

B. Licensor and Licensee now desire to amend certain terms of the License as more specifically set forth in this Amendment with all other terms and conditions of the License to remain unchanged and incorporated herein by reference. To the extent there is any conflict or inconsistency between the License and this Amendment, this Amendment shall control.

C. Licensor's Common Council has approved this Amendment via Common Council Resolution File No. \_\_\_\_\_ adopted on \_\_\_\_\_ 2003.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing Recitations and the mutual promises hereinafter set forth in this Amendment and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), it is agreed as follows:

1.0 **License/ Permit Fee.** The first two sentences of Section 2 of the Agreement shall be deleted and replaced by the following: "Within 30 days prior to the start of Licensee's construction of its Network, but in no case more than 1 year after the Effective Date, Licensee shall complete a Broadband Study for the Licensor, such Study to encompass a comprehensive telecom analysis of selected geographic area(s) within the City to determine the established framework and develop a plan for expansion to accommodate future broadband evolution."

IN WITNESS WHEREOF the parties hereto have caused this Amendment to be properly executed, intending that it shall be legally binding as of the Effective Date specified above.

**CityNet Telecommunications, Inc.**

By: \_\_\_\_\_  
XXXXX,  
Authorized Officer

**City of Milwaukee**

By: \_\_\_\_\_  
City Engineer

By: \_\_\_\_\_  
Commissioner of Public Works

By: \_\_\_\_\_  
Comptroller