

**FIRST AMENDMENT TO TELECOMMUNICATIONS SERVICES
LICENSE AGREEMENT BETWEEN MCIMETRO ACCESS
TRANSMISSION SERVICES CORP.
AND CITY OF APACHE JUNCTION AGREEMENT**

THIS AMENDMENT is made and entered into this ____ day of _____, 2025 (“the Execution Date”), by and between the CITY OF APACHE JUNCTION, ARIZONA, an Arizona municipal corporation (“City”), and MCImetro Access Transmission Services LLC, a Delaware limited liability company (“Licensee” or “Company”), collectively referred to as the “Parties” or individually as the “Party”.

RECITALS

A. On July 7, 2020, the Parties entered into an Agreement for Licensee to install and operate telecommunications fiber optic lines and related support equipment under and in public streets and alley rights-of-way of City (the “Agreement”).

B. Licensee reorganized from a corporation to a limited liability company and changed its name to MCImetro Access Transmission Services LLC.

C. The Agreement is set to expire on July 6, 2025, and Licensee and City desire to extend the Agreement for one additional term of five years pursuant to the terms and conditions set forth in the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

A. The preamble is deleted in its entirety and replaced with the following:

“THIS LICENSE AGREEMENT (“License” or “Agreement”) is made this 7th day of July, 2020 by and between the CITY OF APACHE JUNCTION, an Arizona municipal corporation (“Licensor” or “City”) and MCImetro Access Transmission Services LLC, a Delaware limited liability company (“Licensee” or “Company”), collectively referred to as the “Parties” or individually as the “Party.”

B. Section 3.1, titled “Initial Term,” is hereby amended as follows:

“3.1 Initial Term. The initial term of this Agreement shall be from July 7, 2025 through June 30, 2030, unless sooner terminated as set forth in this Agreement.”

C. Add a new subsection 4.11.7 as follows:

“4.11.7 For the Extension Periods, Licensee may provide to Licensor a Performance Bond issued by a commercial bank acceptable to Licensor with a local branch inside the City of Apache Junction corporate limits, (Rating A+9), in lieu of the letter of credit in an amount equal to the requirements for the letter of credit. Licensee shall provide the Bond to Licensor no later than the first day of each Extension Period. The Bond shall name the City as obligee and shall be in effect for the duration of each Extension Period. Licensee shall pay all costs associated with the Bonds.”

Except as expressly amended herein, all other terms and provisions of the Agreement shall remain in full force and effect until the Agreement is terminated.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives as of the day and year first above written.

[Signatures follow on next page]

LICENSEE/COMPANY:

**MCIMETRO ACCESS TRANSMISSION
SERVICES LLC, A DELAWARE LIMITED
LIABILITY COMPANY**

By: _____
Its: _____

CITY:

**CITY OF APACHE JUNCTION, ARIZONA, an
Arizona municipal corporation**

By: Walter "Chip" Wilson
Its: Mayor

ATTEST:

**Evie McKinney
City Clerk**

APPROVED AS TO FORM:

**R. Joel Stern
City Attorney**

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was subscribed and sworn to before me this _____ day
of _____, 2025, by _____ as _____ of MCImetro
Access Transmission Services LLC, a Delaware limited liability company.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing was subscribed and sworn to before me this _____ day
of _____, 2025, by Walter “Chip” Wilson, as Mayor of the City of
Apache Junction, Arizona, an Arizona municipal corporation.

Notary Public

My Commission Expires:
