

AGREEMENT FOR MUTUAL PROVISION OF ASSETS

This agreement is made and entered into this 13th day of May, 2025 by and between NineStar Connect ("NineStar") and the City of Greenfield, Indiana ("Greenfield").

Whereas NineStar is willing to provide and maintain a fiber optic cable network connecting the Pat Elmore Center located at 280 Apple St. to Riley Park Maintenance Building located at 826 Will Phillips Way, and;

Whereas Greenfield desires to obtain fiber optic infrastructure to connect the above named entities, and;

Whereas Greenfield is willing to provide a five (5) foot non-exclusive easement to NineStar across Hancock County parcels 30-10-02-100-018.000-008 and 30-10-01-500-009.001-009 north of the paved surface comprising the Pennsy Trail.

For mutual consideration, the receipt of which is acknowledged by the parties, NineStar and Greenfield agree as follows:

1. **Facilities to Greenfield:** NineStar shall transfer to Greenfield two (2) dark fibers along the route specified in Exhibit A, which is attached hereto and made a part hereof.
2. **Facilities to NineStar:** Greenfield shall transfer to NineStar a non-exclusive easement further defined in Exhibit B, , which is attached hereto and made a part hereof.
3. **Maintenance:** The parties acknowledge that the dark fibers traded under this agreement are contained within common sheaths that also hold individual fibers belonging to the parties and possibly other entities ("fiber optic cables"). Each party owning the majority of the fiber cable ("majority owner") shall be responsible for the routine maintenance and underground locate requests for all of the fiber cables contained within their sheath. For the useful life of this fiber optic cable, Each party owning a minority of the fiber cable ("minority owner") will be responsible for its pro-rata share of any annual right-of-way costs, or any taxes levied by any governmental unit and the non-routine maintenance, upgrade or

repair costs of these fiber optic cables based on a formula of the total number of fibers contained within the sheath divided by the total number of fibers owned by such minority owner. For the purposes of this agreement, "non-routine maintenance" includes the cutting or damaging of the fiber by third parties; relocation of the fiber and replacement of the fiber. Each majority owner shall only charge its actual costs for any annual right-of-way costs, or any taxes levied by any governmental unit and any non-routine maintenance, upgrades or repairs, which such costs may include labor, material and use of independent contractors. In the event either party ceases to use any of the fiber optic facilities and sends written notice to the other party of its intent to abandon such facilities, then such notifying party shall not be responsible for any maintenance, upgrade or repair costs incurred on the abandoned fiber optic facilities from the date of the written notice.

4. **Joint Provisioning:** Each party is responsible for its own electronics and other equipment used to transmit telecommunications signals over its fiber optic cables. NineStar and Greenfield agree to use best efforts to coordinate the joint provisioning of facilities in a manner that is mutually beneficial for the parties. Neither party shall be obligated to provision facilities in an inefficient or more costly manner merely because it is beneficial to the other party. Neither party shall be obligated to upgrade electronics or other switching facilities merely to accommodate the other party.
5. **Miscellaneous:** This agreement shall be interpreted under the laws of the State of Indiana. Each signatory hereto represents and warrants that he/she is authorized to enter into and execute this agreement on behalf of his/her party. The parties agree to first pursue mediation of any dispute. In the event mediation fails to resolve such dispute, the parties agree to binding arbitration under the Supreme Court of Indiana Rules for Alternative Dispute Resolution. This agreement represents the entire agreement between the parties hereto and may only be amended in writing.

NineStar Connect





A handwritten signature in black ink, appearing to read "Michael R. Burrow", written over a horizontal line.

By: Michael R. Burrow, President & CEO

City of Greenfield, Indiana

By: _____

Exhibit A- IRU Facilities to City of Greenfield

 Handhole  NSC Fiber
 Exhibit A  Road

0 25 50 Feet

1:1,300

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Maintenance
Building

WILL-PHILLIPS WAY

Pat Elmore
Center

Exhibit B - Facilities to NineStar

- Road
- ▨ Easement
- Parcel

0 100 Feet

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Exhibit B - Facilities to NineStar

- Road
-  Easement
-  Parcel

0 100 Feet

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Exhibit B - Facilities to NineStar

- Road
- ▨ Easement
- Parcel

0 100 Feet

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6575'

5' non-exclusive
utility easement

Exhibit B - Facilities to NineStar

- Road
- ▨ Easement
- ▭ Parcel

0 100 Feet

1:2,000

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5' non-exclusive
utility easement