

**Metropolitan Unified Fiber Network, an Unincorporated Association
Agreement of Association**

This Agreement of Association (this "Agreement") is entered into as of the 29th day of January, 2013 (the "Effective Date"), by and among the parties identified on the attached **Exhibit A** (hereafter, the "Initial Member Organizations") for the purpose of forming, pursuant to Chapter 184 of the Wisconsin Statutes, an unincorporated, nonprofit association to be known as Metropolitan Unified Fiber Network Consortium, Unincorporated Association.

Definitions

Metropolitan Unified Fiber Network ("MUFN" or "Original MUFN"). The fiber network constructed pursuant to federal grant monies under the Broadband Technology Opportunities Program ("BTOP") grant ("Grant"), and the City of Madison's in-kind contribution of fiber and conduit made as part of the BTOP Grant. **Exhibit B** depicts the Original MUFN as it exists on the Effective Date.

Metropolitan Unified Fiber Network Consortium ("MUFN-C"). The consortium of public and private organizations created as an unincorporated association by this Agreement, referred to alternatively in this agreement as "MUFN-C" or "Association."

Member-Owned or Controlled Facilities. Facilities (fiber, conduit, other assets) owned or controlled by Initial or New Member Organizations and made available for use of the Association, but for which ownership is not transferred to MUFN-C. This includes facilities within the Original MUFN for which ownership has been transferred to the City of Madison pursuant to the BTOP grant or related agreement(s), and facilities owned or controlled by other Member Organizations.

MUFN-C Facilities. All of the electronic equipment, fiber, conduit, and other network equipment, which, through ownership or a lease or other arrangements, the Association and its Member Organizations will have access to and the right to use. The MUFN-C Facilities include the Original MUFN, Member Owned or Controlled Facilities, and any other assets acquired for use of the Association under the procedures in this Agreement. **Exhibit C** depicts the MUFN-C Facilities as of the Effective Date, and may be amended from time to time as described in Section 4.c.

Initial Member Organizations. The organizations listed on Exhibit A who are the initial signatories to this Agreement as of the Effective Date or who sign this Agreement after the Effective Date as described in section 2.a.

New Member Organizations. Organizations that join the Association after the Effective Date using the procedures for New Members described elsewhere in this Agreement or the Bylaws, as applicable.

Member Organization(s) refers to both Initial Member Organizations and New Member Organizations.

Recitals

WHEREAS, several community anchor institutions have collaborated for over 10 years in an *ad hoc* fashion to meet their immediate, individual institution wide-area network needs in the greater Madison metropolitan area. Efforts began in 2008 to identify, coordinate and develop joint plans to efficiently and effectively meet short and long-term not-for-profit institutional network needs.

WHEREAS, in 2009, after initial identification of community network locations of interest, Congress passed the American Reinvestment and Recovery Act, authorizing \$7.2 billion to be spent to improve broadband service in unserved and underserved areas of the United States.

WHEREAS, the Federal Department of Commerce's National Telecommunications and Information Administration received \$4.7 billion in funds and subsequently announced a Broadband Technology Opportunities Program ("BTOP"). The University of Wisconsin-Madison (UW) on behalf of a consortium of governmental bodies, educational entities, private healthcare organizations and commercial entities, submitted a grant proposal (the "UW MUFN Project proposal") to fund implementation of a community area network to improve broadband adoption among businesses and residential groups, help spur economic

development, improve network connectivity for public safety, education and library entities as well as expand broadband services to service organizations providing services to disadvantaged, at-risk populations within the community (the Association's "Stated Mission").

WHEREAS, UW's MUFN Project Proposal was funded through the BTOP program on February 1, 2010 (the "Grant"). The \$8.86 million dollar grant is comprised of \$5.1 million in federal funds, \$3.2 million of in-kind grant-match from the City of Madison comprised of space in 25.75 miles of conduit and 5.75 miles of fiber and \$530,000 of cash contribution by grant participants – which UW-Madison is initially funding and collecting from participants over a 10 year period.

WHEREAS, MUFN-C shall be a public-private cooperative effort to coordinate, create and operate fiber-optic broadband systems to augment existing network facilities and extend technology resources to participating agencies and community support programs.

WHEREAS, MUFN-C will improve the so-called "middle-mile" infrastructure in and around Madison, Wisconsin by upgrading links between the main Internet backbone and "last-mile" connections that deliver Internet service to individual consumers.

WHEREAS, to facilitate further coordination efforts, contracting of resources and operations ease, and provide a structure for long-term sustainability of the MUFN and MUFN-C Facilities, it has been determined that a more formal organizational structure should be created.

WHEREAS, as of the Effective Date, Member Organizations will have access to the MUFN-C Facilities, which will be an owned and leased fiber-optic network serving over 90 sites including area hospitals, local governments, K-12 school districts, higher education colleges and universities, libraries, the Wisconsin State Laboratory of Hygiene, UW-Extension facilities and more than two dozen community support organizations. Private entities will utilize MUFN-C Facilities to provide broadband access to businesses and residential entities in the area.

AGREEMENT

In consideration of the foregoing, the mutual covenants and obligations created in this Agreement, the benefits each Member Organization will derive from the maintenance and expansion of MUFN and access to the resulting MUFN-C Facilities, and other valuable consideration, the receipt and sufficiency of which they acknowledge, the Initial Member Organizations agree as follows:

1. **Creation and Name of Association.** The Initial Member Organizations, by their execution of this Agreement and pursuant to Chapter 184 of the Wisconsin Statutes, hereby create an unincorporated, non-profit association known as Metropolitan Unified Fiber Network Consortium, Unincorporated Association (hereafter, "MUFN-C" or "Association").
2. **Membership in the Association**
 - a. **Initial Member Organizations, Fees.** Initial Member Organizations listed in Exhibit A shall pay their share of a total \$530,250 to cover the matching cash per the Grant, as identified in **Exhibit D**, to UW-Madison Division of Information Technology. Payment may be made over a period of 10 years or a one-time lump sum, as shown in Exhibit D. It is acknowledged that payment of such initial fees, together with such assessments as may be established from time to time under the Agreement or the Bylaws, do not create in Member Organizations any ownership interest in the Association or any of its assets, but rather afford such organizations the right of access to, and use of, the MUFN-C Facilities and the right to participate in the affairs of the Association in accordance with terms of this Agreement and the Association's Bylaws. Notwithstanding section 2.b below, any Initial Member Organization listed in Exhibit A that signs this agreement after the Effective Date remains obligated to pay its matching cash share as identified in Exhibit D.
 - b. Additional organizations may join the Association after the Effective Date and become a New Member Organization by entering into a Joining Agreement, in a form and under such terms as are determined by the Oversight Committee (defined below) from time to time. Such terms may include payment of a share of fees. Any New Member Organization fees or payments shall not reduce the Initial Member Organizations' matching cash contribution or share as identified in 2.a.

- c. **Voluntary Withdrawal of a Member Organization.** A Member Organization may withdraw voluntarily from the Association at any time by providing written notice of withdrawal to the then acting Secretary of the Association, including a withdrawal date that is not sooner than thirty (30) days after delivery of the withdrawal notice. Any balance due under 2.a. or 2.b. shall be paid prior to withdrawal. The Bylaws shall include a process to determine whether the Association will have access to any facilities transferred to the Association by the withdrawing Member, or to any Member-owned or Controlled Facilities of the withdrawing Member.
- d. **Involuntary Withdrawal.** If any Member Organization who otherwise would have remained a Member Organization is required to withdraw from the Association because that Member Organization is no longer legally permitted to be a Member Organization (an "Involuntary Withdrawal"), that withdrawn Member Organization shall have the right following the Involuntary Withdrawal, but subject to any applicable legal requirements, to apply to the Association for continued access to MUFN-C Facilities under the terms of Section 3.b. (Access by Non-members) below and the Oversight Committee shall give all due consideration to that withdrawn Member Organization's application in the spirit of this Agreement and the Association's purposes. Any balance due under 2.a. or 2.b. shall be paid prior to withdrawal.
- e. **Removal of a Member Organization by the Association.** A Member Organization may be removed from the Association if (i) the Member Organization's continued membership jeopardizes the existence or functioning of the Association; and (ii) diligent and good faith efforts to resolve the situation have been unsuccessful. Any balance due under 2.a. or 2.b. shall be due and paid immediately upon removal. The Association's Bylaws will contain procedures governing the removal of a Member Organization, including without limitation, notice, cure period, voting procedures, and a process to determine whether the Association will have access to any facilities transferred to the Association by the removed Member or any Member-owned or Controlled Facilities of the removed Member.

3. Access To MUFN-C Facilities:

- a. **Access by Members.** Member Organizations will have access to and use of the MUFN-C Facilities for so long as they shall continue as Member Organizations or pursuant to 3.b herein, subject to payment of the initial fees and assessments as provided herein, and subject to any reasonable conditions or limitations imposed from time to time by the Association. The MUFN-C Facilities are categorized as follows:
 - i. **Member Owned Or Controlled Facilities:** Member Owned or Controlled Facilities, as defined above, will not have ownership transferred to the Association; ownership will continue to reside with the current owners.
 - **City of Madison Facilities.** Facilities located within City of Madison right-of-way will not have ownership transferred to the Association and will remain the property of the City of Madison. This includes Original MUFN facilities that have become the property of the City of Madison per the Grant or related agreements, and other facilities owned by the City of Madison that are made available for Association use by the City of Madison.
 - **Facilities owned or Controlled by other Members.** Facilities owned or controlled by Members other than the City of Madison will continue to reside with the current owner(s) and be made available for Association use through a lease or other arrangement with the owner.
 - ii. **Facilities Owned by the Association.** Assets, facilities or other equipment that are part of the MUFN-C Facilities, whether purchased with grant funding or otherwise, that are owned or acquired by the Association, will remain the property of the Association unless otherwise agreed in writing by the Member Organizations. Original MUFN (grant-funded) facilities and equipment transferred to the Association, and new assets, facilities, or equipment acquired by the Association will be owned by the Association.
- b. **Access by Non-Members.** Pursuant to terms specified by the Oversight Committee, the Association may make MUFN-C Facilities available for use by non-member entities whose missions or functions the Oversight Committee determines are consistent with the Association's Stated Mission, provided that the Association expressly herein states that it is not the intention of the Association that any public Member Organization make MUFN-C Facilities generally available to individuals or members of the public.

4. **Expansion of MUFN-C FACILITIES.** Expansion of MUFN-C Facilities may occur through projects undertaken by one or more Member(s) under the following parameters ("Projects"):

- a. **Project Proposal.** A Project may be initiated by the submission of a proposal (a "Proposal") to the Oversight Committee. At a minimum, a Proposal shall identify:
- the route of the proposed expansion
 - the Member Organization(s) who will benefit from the Project
 - any New Member Organizations who will join the Association in connection with the Project
 - each Member Organization's use of the MUFN-C Facilities as expanded by the approved Project
 - the source(s) of funding for the Project;
 - such other factors as the Oversight Committee may require.
- b. **Project Approval.** If the Oversight Committee approves of the Project, the Association will arrange for the design and construction of the Project on behalf of the Member Organization(s) proposing the Project (including any New Member Organization(s) described in the Proposal provided those New Member Organization(s) enter into Joining Agreements as described above).
- c. **Expanded Network.** Upon completion of a Project, the MUFN-C Facilities shall be deemed to include all of the assets, facilities or other equipment installed as part of the approved Project, unless ownership is otherwise transferred. **Exhibit C**, the MUFN-C Facilities map, shall be updated accordingly. Any new assets, facilities or other equipment constructed as part of a Project under this section on property owned or leased by a Member Organization shall be and remain the property of the Association unless otherwise agreed in writing by the Member Organizations.
- d. **Projects Not Approved/Other Projects by Member Organizations.** Nothing in this Agreement shall prevent any Member Organization or group of Member Organizations from carrying out, individually, as a group of Member Organizations, or as a group including non-member organizations, projects that were presented to the Association in a Proposal that was not approved by the Oversight Committee or other projects that such Member Organization(s) determine would be better completed without involving the Association. Installations constructed through projects completed under this Subsection will not become part of the MUFN-C Facilities unless the Association acquires those rights via an appropriate separate agreement or arrangement.
- e. **MUFN-C Projects – Self-Initiated.** The Association, acting through the Oversight Committee, shall have the authority to approve and undertake a project to expand the MUFN-C Facilities whenever the Oversight Committee deems such expansion to be in the best interest of the Association. The funding for and use of an Oversight Committee initiated project will be explained to the Member Organizations in a regularly-scheduled Association meeting or in a special meeting called in accordance with procedures set forth in the Association's Bylaws prior to the commencement of that project, provided, however, that no Member Organization may be required to contribute funding for the design or construction of a project initiated by the Oversight Committee under this Subsection over that Member Organization's objection. Section 4.c, Expanded Network, shall apply to Projects completed under this paragraph.

5. **Maintenance of MUFN-C Facilities.**

- a. **Responsibility for Maintenance, Repair and Replacement:**
- i. **Member-owned or Controlled Facilities.** Maintenance, repair, and replacement of Member Owned or Controlled Facilities will be the responsibility of the Member Organization that owns or controls the facility, at that Member's expense, unless otherwise agreed. Member Organizations may contract with or through the Association for such maintenance, repair or replacement, on such terms as may be determined by the Oversight Committee.
 - ii. **Association-owned MUFN-C Facilities.** The Association will be responsible for the maintenance, repair and replacement of assets, facilities, and equipment owned now or in the future by the Association. The Association may, if permitted by the By-laws, enter into contracts or make arrangements with a Member Organization or a third party for the maintenance, repair, and replacement of Association-owned MUFN-C Facilities.

- b. **Cost of Maintenance, Repair and Replacement.** The Association has the power to assess Members for the costs of maintenance, repair and replacement of all facilities within MUFN-C. Such costs shall be assessed against the Member Organizations as set forth in Section 7.b. below and the Association's Bylaws, provided, however, that the Oversight Committee may, in its discretion, apply grant funds received by the Association for these purposes in accordance with the requirements of any such grants.

6. **Association Governance and Meetings.**

- a. **Association Bylaws.** The governance of the Association and the scheduling of the annual and other Association meetings shall be as set forth in the Association's Bylaws (as initially adopted and as they may be amended from time to time, the "Bylaws"), the initial version of the Bylaws shall take effect upon adoption by the Initial Member Organizations, either by unanimous adoption as evidenced by the signature of all Initial Member Organizations on a copy of the Bylaws, or by majority vote of the Initial Member Organizations present at the Inaugural Meeting (defined below). Thereafter, the Bylaws may be amended as set forth in the Bylaws.

- b. **Inaugural Oversight Committee.** The affairs of the Association shall be governed initially by an Inaugural Oversight Committee of five (5) Member Representatives appointed as follows:

- i. **Three (3) permanent members** (City of Madison, University of Wisconsin – Madison Division of Information Technology, Madison Metropolitan School District)
- ii. Two (2) additional committee representatives selected from those Initial Member Organizations that do not have permanent members on the Oversight Committee under section 6.b.i.
These two (2) Representatives shall be elected by majority vote of all Initial Member Organizations.

The Inaugural Oversight Committee shall be appointed or elected (as the case may be) at a meeting of the Initial Member Organizations to be scheduled, noticed and held within thirty (30) days after the execution of this Agreement by all of the Initial Member Organizations (the "Inaugural Meeting"). Notice of the date, time, and location of the Inaugural Meeting shall be provided to the Initial Member Organizations by the UW DoIT department, not less than one (1) day before the date of the Inaugural Meeting at the notice addresses shown on Exhibit A. Oversight Committee Member Representatives appointed and elected at the Inaugural Meeting will serve until the Annual Meeting of Member Organizations to be held in January, 2014 (unless sooner replaced as allowed under the Bylaws). Thereafter, the appointment and election of Oversight Committee member representatives shall be conducted as set forth in the Association's Bylaws.

- c. **Other Committees.** The Bylaws may also provide for the establishment of additional committees (or the appointment of such additional committees by the Oversight Committee).
- d. **Annual Meeting.** The Association shall hold an annual meeting during the month of January in each calendar year. The location and agenda for each annual meeting shall be determined by the Oversight Committee. Notice of the annual meeting and agenda shall be given as prescribed in the Association's Bylaws. The scheduling of additional Association meetings, including special meetings, shall be done in the manner set forth in the Bylaws.

7. **Association Finances.**

- a. **Finance Committee.** The Association's finances shall be overseen by a Finance Committee appointed by the Oversight Committee as will be further set forth in the Bylaws.
- b. **Annual Budget/Assessments.** Prior to the end of each calendar year, the Finance Committee shall prepare an annual budget for the upcoming calendar year showing the Association's anticipated expenses for that year, including maintenance expenses described in Section 5, as well as proposed assessments for each of the Member Organization. The Finance Committee shall submit its proposed Annual Budget to the Oversight Committee, who may propose modifications, and shall approve a version of the Annual Budget by a simple majority. The Annual Budget that is approved by the Oversight Committee shall then be presented to the Member Organizations for approval according to procedures established in the Bylaws. Member Organizations can not propose their own amendments

to the Annual Budget that is presented to it by the Oversight Committee for approval. Any additional details regarding the budget approval process and annual assessment may be addressed in the Bylaws that are not inconsistent with this Agreement. By simple majority, Member Organizations shall approve or reject an unmodified Annual Budget with proposed assessments.

Member Organizations shall be invoiced for the assessment as established in the approved Annual Budget. Invoicing shall be handled by the Fiscal Agent, if any, or an officer of the Oversight Committee. Member Organizations shall remit payment within 45 days of invoice date, using procedures to be developed in the Bylaws as needed. Withdrawal or removal of a Member Organization during the Association's fiscal year (as determined in the Bylaws) does not relieve that Member Organization of its responsibility to pay the annual assessment(s) owed by that Member Organization for the current Association fiscal year.

- c. **Fiscal Agent.** The Association may select or hire a fiscal agent (the "Fiscal Agent") as further set forth in the Bylaws.
- d. **Insurance.** The Oversight Committee shall investigate options for property and liability insurance coverage protecting the Association, Oversight Committee, MUFN-C Facilities and Association property, and secure and keep in force such coverage that it deems appropriate. It will be the responsibility of Member Organizations that own assets included in the MUFN-C Facilities to maintain adequate property and casualty liability insurance for those assets, through insurance policies or self-insurance.

8. Dissolution.

- a. **The following events shall result in the dissolution of the Association:**
 - i. **Lack of Membership.** There remain fewer Member Organizations in the Association than required by applicable law (as of the Effective Date, a minimum of three (3) members is required by Wisconsin Statutes Section 184.01(2)); or
 - ii. **Vote of Member Organizations.** A duly-presented motion to dissolve the Association at a duly-called meeting of the Association is approved by not less than three-fourths 3/4 of the then-existing Member Organizations; or
 - iii. **Condemnation.** The taking by eminent domain (or the transfer in lieu of condemnation) of all or substantially all of the assets of the Association; or
 - iv. **Final Judgment.** A non-appealable judgment by a court of competent jurisdiction that the Association is or shall be dissolved.
- b. **Asset Distribution upon Dissolution.** If the Association is dissolved, assets of the Association shall be distributed pursuant to statutory and/or contractual requirements, including any specific federal requirements for the Grant-funded assets of the Original MUFN. Any assets of the Association remaining after fulfilling said statutory, regulatory and contractual obligations, and after satisfying all debts and obligations of the Association, shall be disposed of in one of the following manners, as approved by a majority of the Member Organizations then entitled to vote under the Association's Bylaws:
 - i. the remaining assets shall be conveyed, in whole, to one or more "Eligible Entities" as that term is defined below; or
 - ii. the remaining assets shall be liquidated and the proceeds thereof distributed as follows: (a) First, to the then-current Members, a payment shall be made calculated by multiplying the total amount of such proceeds by a fraction the numerator of which is the total value of all cash and non-cash support (not including annual maintenance fees) a Member has paid or provided to the Association and the denominator

of which is the total value of all cash and non-cash support (not including annual maintenance fees) that all Members have paid or provided to the Association (including, to the extent they can be calculated with reasonable accuracy, the value of all cash and non-cash support provided to MUFN by the Initial Members as of the Effective Date), all as determined by the Association's records as supplemented by any additional records that the Oversight Committee deems reliable. Notwithstanding the foregoing, no Member may receive a payment in excess of 100% of the total amount of cash and non-cash support that Member provided to the Association (not including annual maintenance fees), the intent being that no Member shall profit from the disposition of the Association's assets upon the dissolution of the Association; and (b) any remaining assets shall be distributed to one or more Eligible Entities.

iii. For purposes of this section, an "Eligible Entity" is an entity of the type designated as eligible for a distribution of the Association's assets under then applicable law, as determined and selected by the Oversight Committee. As of the Effective Date, Wisconsin Statutes Section 184.09(2) identifies as Eligible Entities:

- A nonprofit association or non-profit corporation pursuing broadly similar purposes; or
- A government or governmental subdivision, agency or instrumentality.

9. Miscellaneous.


- a. **Binding Effect; Amendment.** This Agreement shall be binding upon and inure to the benefit of the Initial Member Organizations and any New Member Organizations who join the Association under the terms hereof. This Agreement shall be amended or modified only in a written amendment signed by all of the then-current Member Organizations or as otherwise provided in the Bylaws of the Association.
- b. **Third Party Beneficiary.** No one who is not a Member Organization shall be entitled to or have the right to claim to be a third party beneficiary hereunder or otherwise be entitled to enforce or seek the benefit of any of the terms or provisions of this Agreement.
- c. **Severability.** If any part of this Agreement shall be found to be invalid or unenforceable by a court of competent jurisdiction, such finding shall not affect the validity or enforceability of any other provisions of this Agreement that can be given effect in the absence of the parts determined to be invalid or unenforceable.
- d. **Governing Law/Authority.** All matters relating to the making, enforcement, and performance of this Agreement shall be governed by the internal laws of the State of Wisconsin. It shall be the obligation of each Member Organization to determine whether its membership in the Association is within its governmental, municipal, corporate or other legal power and authority, and for each such Member Organization to comply with all applicable laws, codes, and ordinances and with the provisions of its governing documents. Each Initial Member Organization executing this Agreement represents and warrants that such execution has been duly authorized by all required procedures, that the person or persons signing this Agreement on such Initial Member Organization's behalf has the proper authority to do so, and that upon execution by such Initial Member Organization, this Agreement shall be binding and enforceable against such Initial Member Organization in accordance with its terms.
- e. In the performance of this Agreement, each Member Organization agrees to accept responsibility for its own acts and omissions and those of its officers, officials, agents and employees. Notwithstanding the foregoing, each Member Organization that is not a unit of government covered by Wis. Stat. sec. 893.80 (hereinafter, "Non-Government Member") further agrees to defend and hold harmless each of the other Member Organizations who are covered by Wis. Stat. sec. 893.80, including but not limited to the City of Madison, County of Dane, the Board of Regents of the University of Wisconsin System, Madison Metropolitan School District, and University of

Wisconsin Hospital and Clinics Authority, (collectively, the “Governmental Entities”) and their officers, officials, agents and employees from any and all liability arising from the Non-Government Member’s acts or omissions arising under this Agreement. It is not the intent of the Governmental Entities to waive or modify the provisions of Wis. Stat. §893.80 or any other immunity, protection, or limitation of liability that may be available to the Governmental Entities under law.


- f. **Captions/Headings**. The captions or headings placed upon sections of this Agreement are for convenience only, do not constitute a part of this Agreement, and shall not limit or affect in any way the interpretation or construction of this Agreement.
- g. **Exhibits**. The Exhibits appended to this Agreement are incorporated herein and for all purposes are a part of this Agreement.
- h. **Counterparts/Facsimile or Digital Signatures**. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement. Facsimile or digitally transmitted signatures shall be binding upon the parties hereto.

[Signature Pages Follow]

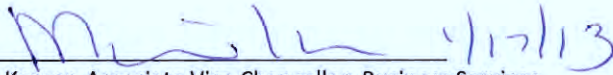
Board of Regents of the University of Wisconsin System, University of Wisconsin – Madison on behalf of the Division of Information Technology (DoIT)

By:  1/17/13
Martha Kerner, Associate Vice Chancellor, Business Services

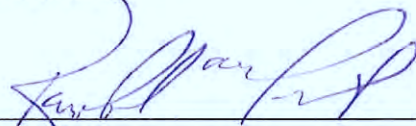
Approved as to form:

By:  1/22/13
Name: Bruce Maas
Title: Associate Vice Provost/Chief Information Officer
Date:

Board of Regents of the University of Wisconsin System, University of Wisconsin – Madison on behalf of the School of Medicine and Public Health

By:  4/17/13
Martha Kerner, Associate Vice Chancellor, Business Services

Approved as to form:


By: _____
Name: Ken Mount
Title: Associate Dean, UW-Madison School of Medicine and Public Health
Date:

Board of Regents of the University of Wisconsin System, University of Wisconsin – Extension on behalf of the Wisconsin Geological and Natural History Survey

By: Mark Dorn

Name: Mark Dorn

Title: Vice Chancellor, Administration

Date: 1/15/13

Approved as to form:

By: Barbara Irvin

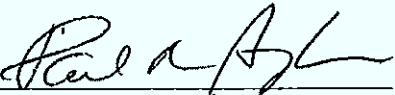
Name: Barbara Irvin


Title: Administrative Manager

Date:

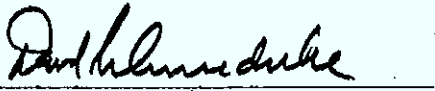
Associate

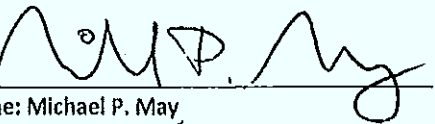
City of Madison, a Wisconsin Municipal Corporation


By: 
Name: Paul Soglin
Title: Mayor
Date: 1-24-13

By: 
Name: Maribeth Witzel-Behl
Title: City Clerk
Date: 1-23-2013

Approved as to form:

By: 
Name: David Schmiedicke
Title: Finance Director
Date: 1-23-2013

By: 
Name: Michael P. May
Title: City Attorney
Date: 24 JANUARY 2013

By: 
Name: Eric Veum
Title: Risk Manager
Date: 1/23/13

City of Middleton, a Wisconsin Municipal Corporation

By: Kurt J. Sonnentag
Name: Kurt Sonnentag
Title: Mayor
Date:

DaneNet, a 501 (c) (3) non-profit organization

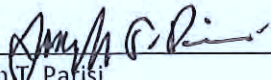
By: Eric Howland

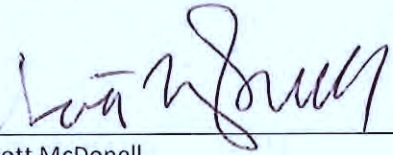
Name: Eric Howland

Title: Executive Director

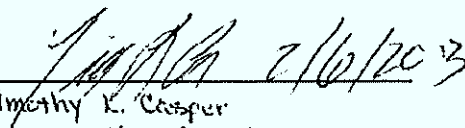
Date: 1/11/2013

County of Dane

By: 
Name: Joseph Parisi
Title: Dane County Executive
Date: 3-8-13

By: 
Name: Scott McDonell
Title: Dane County Clerk
Date: 3-11-13

Madison Area Technical College

By: 
Name: Timothy K. Cospur
Title: Assistant Vice President, Budget & Public Affairs
Date:

Meriter Health Services, Inc. (a not-for-profit organization)


By: _____

Name: Jim Woodward

Title: Chief Executive Officer

Date: 01-17-13

Middleton Cross-Plains Area School District

By: 

Name: Don Johnson
Title: Superintendent
Date:

Madison Metropolitan School District

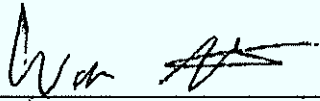
By: Jane Belmore

Name: Jane Belmore, PhD

Title: Superintendent of Schools

Date: 1-28-13

Monona Grove School District

By: 

Name: William Herman

Title: Technology Director

Date: January 18, 2013

South Central Library System

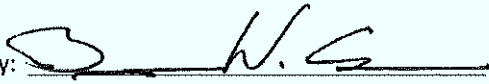
By: Martha Van Pelt

Name: Martha Van Pelt

Title: Director

Date: 1/11/2013

SupraNet Communications, Inc.

By: 

Name: Bryan Chan

Title: President

Date: 1/9/13

University of Wisconsin Hospital^s and Clinics Authority

By:  _____

Name: Donna Katen-Bahensky
Title: President and Chief Executive Officer
Date: 1/11/13

University of Wisconsin Medical Foundation, Inc.

By: 

Name: Jeffrey Grossman, MD

Title: President and Chief Executive Officer

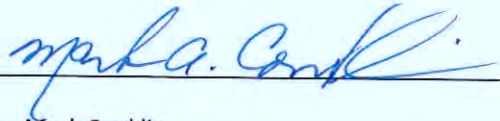
Date:

WINmetro, LLC

By: Scott A Hoffmann

Name: Scott A. Hoffmann
Title: Chief Executive Officer
Date: January 23, 2013

Wisconsin State Lab of Hygiene

By: 

Name: Mark Conklin

Title: Purchasing Director

Date: 1-8-2013

Approved as to form:

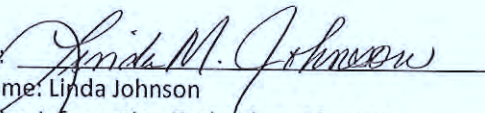
By: 
Name: Linda Johnson
Title: Information Technology Director
Date:

EXHIBIT A

INITIAL MEMBER ORGANIZATIONS /NOTICE ADDRESSES

Board of Regents of the University of Wisconsin System, University of Wisconsin – Madison
on behalf of the Division of Information Technology (DoIT)
1210 W. Dayton St, Madison, WI 53706

Board of Regents of the University of Wisconsin System, University of Wisconsin – Madison
on behalf of the School of Medicine and Public Health
250 Warf Office Building, 610 Walnut St, Madison, WI 53726

Board of Regents of the University of Wisconsin System, University of Wisconsin – Extension
on behalf of the Wisconsin Geological and Natural History Survey
3817 Mineral Point Road, Madison, WI 53705

City of Madison, a Wisconsin Municipal Corporation
210 Martin Luther King JR. Blvd., Madison WI 53703

City of Middleton, a Wisconsin Municipal Corporation
7426 Hubbard Avenue, Middleton, WI 53562

DaneNet
517 N. Segoe Rd, #210, Madison, WI 53705

Dane County
210 Martin Luther King JR. Blvd., Dane County Information Management Department, Room
524, Madison WI 53703

Madison Area Technical College
3550 Anderson Street, Madison WI 53704

Madison Metropolitan School District
545 W. Dayton St., Madison WI 53703

Meriter Health Services, Inc (a not-for-profit organization)
202 S. Park Street, Madison, WI, 53715

Middleton Cross-Plains Area School District
7106 South Avenue , Middleton WI 53562

Monona Grove School District
5301 Monona Drive , Monona WI 53716

South Central Library System
4610 S Biltmore Lane , Madison WI 53718

SupraNet Communications, Inc.
8000 Excelsior Drive, Madison, WI 53717

Wisconsin State Laboratory of Hygiene
200 State Lab of Hygiene – Walton Commons, 2810 Walton Commons W, Madison, WI 53718

University of Wisconsin Hospital and Clinics Authority
8007 Excelsior Drive, Madison, WI 53717

University of Wisconsin Medical Foundation
7974 UW Health Court, Middleton, WI 53562

WINMetro, LLC
c/o Wisconsin Independent Network, Inc.
800 Wisconsin Street, Building DO2, Suite 219, Eau Claire, WI 54703

EXHIBIT B

MUFN (or Original MUFN)

Metropolitan Unified Fiber Network Grant Funded + In-Kind Assets

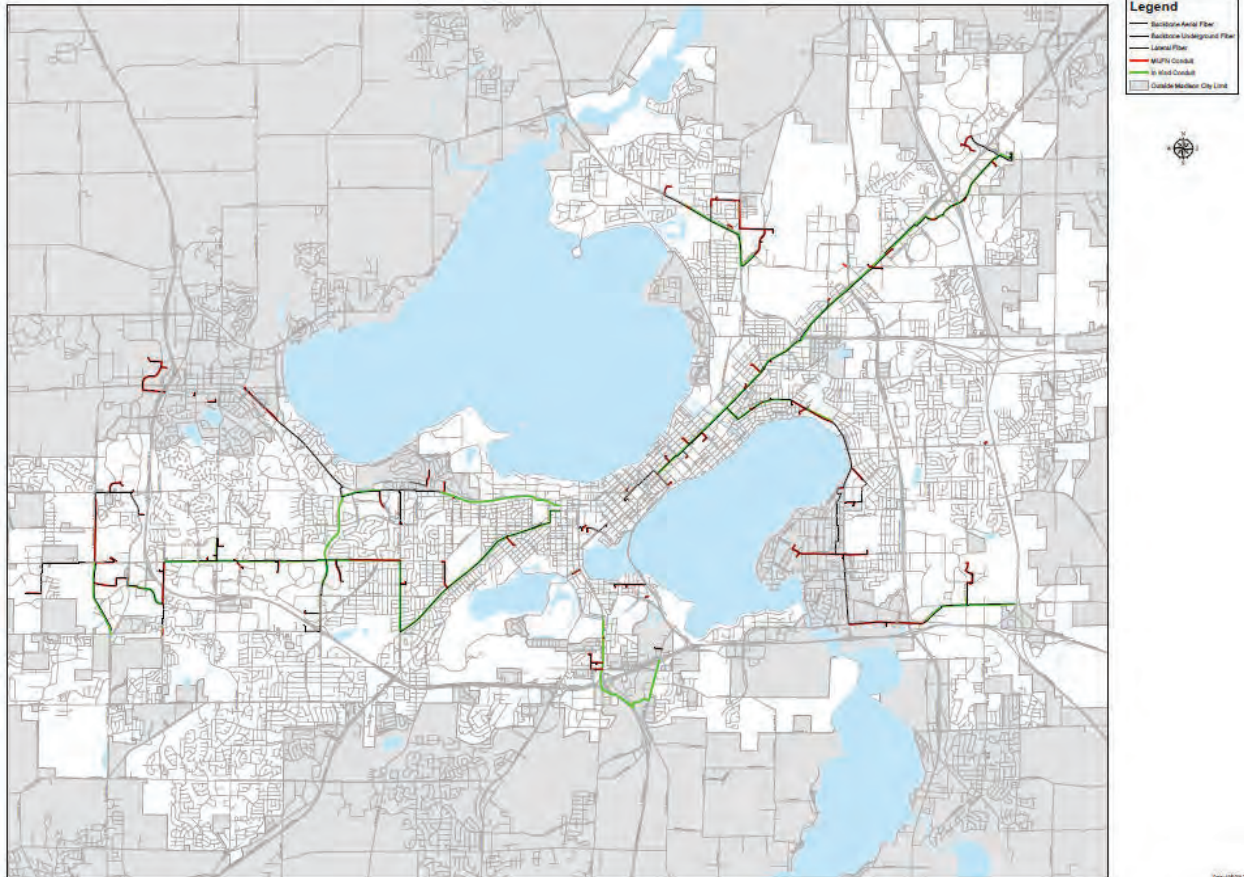


EXHIBIT C

MUFN-C Facilities

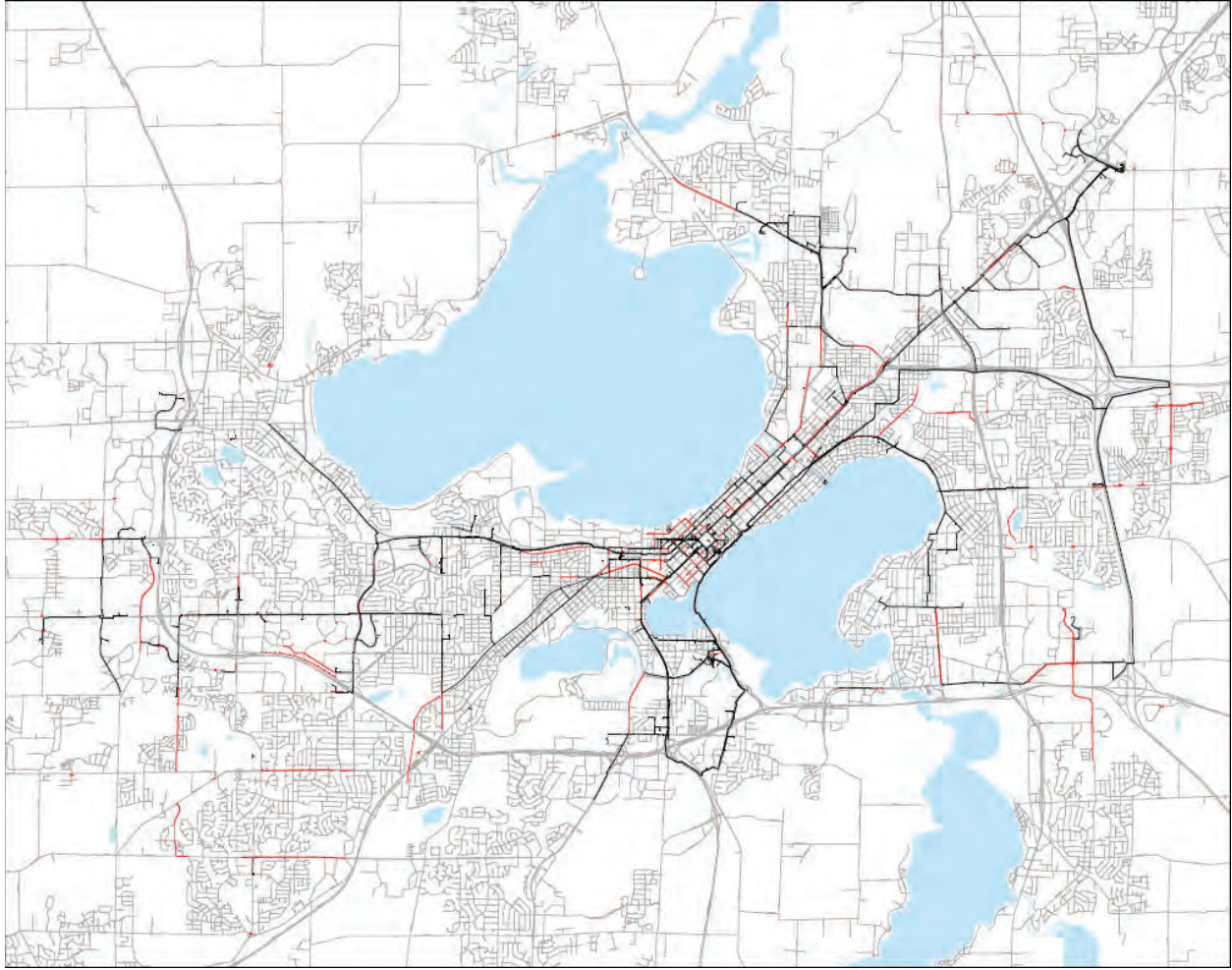


EXHIBIT D

Initial Member Organization Contribution to MUFN Grant Cash Match

UW-Madison (DoIT)	\$ 84,000	\$ 8,400
UW-Health (UWMF)	\$ 84,000	\$ 8,400
City of Madison	\$ 41,750	\$ 4,175
Dane County	\$ 41,750	\$ 4,175
Madison College (aka MATC)	\$ 41,750	\$ 4,175
Madison Metropolitan School District	\$ 41,750	\$ 4,175
State Lab of Hygiene	\$ 41,750	\$ 4,175
University Research Park	\$ 41,750	\$ 4,175
UW-Madison (Medical School)	\$ 41,750	\$ 4,175
City of Middleton	\$ 14,000	\$ 1,400
Middleton Cross Plains Area SD	\$ 14,000	\$ 1,400
Monona Grove School District	\$ 14,000	\$ 1,400
South Central Library System	\$ 14,000	\$ 1,400
UW-Extension (WGNHS)	\$ 14,000	\$ 1,400
DaneNet	\$ -	\$ -
WINmetro, LLC	\$ -	\$ -
Meriter Hospital	\$ -	\$ -
SupraNet Communication, Inc	\$ -	\$ -
UW-Health (UWHC)	\$ -	\$ -