

**AMENDMENT 2 to the
WESTERN REGIONAL NETWORKING AGREEMENT**
December 1, 2010 ("Effective Date")

This AMENDMENT 2 ("AMENDMENT") is incorporated into the Western Regional Networking Agreement ("AGREEMENT") entered into as of December 1, 2009 by, and on behalf of, the Parties to this ADDENDUM, including CENIC, a California 501(c)3 corporation, ("CENIC") with headquarters in La Mirada, California; the Front Range GigaPoP ("FRGP"), a project of the University Corporation for Atmospheric Research ("UCAR") located in Boulder, Colorado; the Pacific Northwest GigaPoP, a Washington 501(c)3 corporation ("PNWGP") with headquarters in Seattle, Washington; and the Regents of the University of New Mexico ("UNM"), an institution of higher education with main campus in Albuquerque, New Mexico; each individually a "Party" and collectively the "Parties" to this ADDENDUM.

Whereas, the Parties entered into the Western Regional Network Agreement on December 1, 2009; and

Whereas, additional classes of participation may encourage additional states to participate in WRN; and

Whereas, such additional participation may strengthen the WRN Collaboration; and

Whereas, the Parties now wish to amend the Agreement to allow additional classes of participation;

Henceforward, therefore, the Parties agree to amend the AGREEMENT as follows:

1. The numerical labeling of sections 3 through 15 shall be incremented positively by one, to become sections 4 through 16.
2. The following new Section 3 shall be inserted:
 3. **Classes of Participation** - There shall be three classes of participation, each with different levels of voting privileges. The criteria for the classes of participation shall be determined by action of the WRN Policy Committee as set forth herein in Sections 4 and 5, and shall include degree of material benefit to WRN, level of financial commitment to WRN, and other factors deemed relevant by the WRN Policy Committee. Classes of participation shall be established and reviewed at least once annually by the WRN Policy Committee, and shall be reasonably stable and constant for the year. All Parties may participate in the Services as set forth herein. The three classes of participation are as follows

- 3.1 Primary Participants** – A Party designated as a Primary Participant shall appoint two voting Members to the WRN Policy Committee and two voting Members to the WRN Technical Committee. Primary Participants may extend, with approval of the WRN Policy Committee and the Party or Parties whose business model may be affected by the extension, their service offerings across state boundaries.
- 3.2 Participants** – A Party designated as a Participant shall appoint one voting Member to the WRN Policy Committee and one voting Member to the WRN Technical Committee. Participants may not extend their service offerings across state boundaries.
- 3.3 Affiliate Participants** – A Party designated as an Affiliate Participant shall have no voting Member to the WRN Policy Committee. However, an Affiliate Participant may appoint one non-voting representative to the WRN Policy Committee (“Representative”) who may attend and participate in WRN Policy Committee meetings, but may not vote; and one non-voting representative to the WRN Technical Committee, who may attend and participate in WRN Technical Committee meetings, but may not vote. Affiliate Participants may not extend their service offerings across state boundaries.

3. Newly numbered section 4.1.1, WPC Membership, shall be deleted in its entirety and replaced by the following:

4.1.1 WPC Membership – The WPC shall consist of voting members (each a ‘WPC Member’ and collectively the ‘WPC Members’) and non-voting Representatives appointed by each Party as set forth herein in Section 3, who shall each serve for a two year term. Initially, each Party shall appoint one WPC Member to serve until the first meeting of the WPC after June 30 of that year, and another WPC Member or Representative to serve until the first meeting of the WPC after June 30 of the succeeding year. Thereafter, a Party shall appoint its WPC Members and/or Representative to serve two year terms starting at the first meeting of the WPC after July 1 of each year. In the event of resignation or inability of a WPC Member or Representative to serve, the appointing Party shall appoint a replacement WPC Member or Representative to serve the remainder of the term. WPC Members and Representatives may be reappointed without limitation. In the event of unavoidable conflict of a Party’s Member or Representative to attend a meeting, the Party may appoint an alternate by notifying the Chair of the WPC, with a notice to all Parties, WPC Members, and Representatives, at least 24 hours in advance of any meeting or possible action by the WPC, who may for that meeting act as a WPC Member or Representative on the Party’s behalf.

4. In line 3 of newly numbered section 4.1.2, WPC Organizational Structure, “members”

shall be replaced by “Members.”

5. Newly numbered section 4.2.1, WTC Membership, shall be deleted in its entirety and replaced by the following:

4.2.1 WTC Membership – The WTC shall consist of voting members (each a ‘WTC Member’ and collectively the ‘WTC Members’) and non-voting Representatives appointed by each Party as set forth herein in Section 3 who shall each serve for a two year term. Initially, each Party shall appoint one WTC Member to serve until the first meeting of the WTC after June 30 of that year, and another WTC Member or Representative to serve until the first meeting of the WTC after June 30 of the succeeding year. Thereafter, a Party shall appoint its WTC Members and/or Representative to serve two year terms starting at the first meeting of the WTC after July 1 of each year. In the event of resignation or inability of a WTC Member or Representative to serve, the appointing Party shall appoint a replacement WTC Member or Representative to serve the remainder of the term. WTC Members and Representative(s) may be reappointed without limitation. In the event of unavoidable conflict of a Party’s WTC Member or Representative to attend a meeting, the Party may appoint an alternate by notifying the Chair of the WTC, with a notice to all Parties, WTC Members and Representative(s), at least 24 hours in advance of any meeting or possible action by the WTC, who may for that meeting act as a WTC Member or Representative for the Party on their behalf.

6. In line 3 of newly numbered section 4.2.2, WTC Organizational Structure, “members” shall be replaced by “Members.”
7. In line 7 of newly numbered section 4.3, Meeting Procedures, “Parties and Members” shall be replaced by “Parties, Members, and Representatives.”
8. In line 2 of newly numbered section 5.1, Annual Budgeting and Sharing of Costs and Revenues, “annually prepare a” shall be replaced by “annually oversee the preparation of a.”
9. In line 9 of newly numbered section 5.1, Annual Budgeting and Sharing of Costs and Revenues, “members of” shall be replaced by “Members and Representatives of.”
10. Newly numbered section 6, New Parties, shall be deleted and replaced in its entirety by:


6. New Parties – From time to time, a new party may petition the WPC to join WRN. One or more Members shall bring such petition to the WPC for its consideration and possible action at a meeting of the WPC. Such petition shall address philosophy, strategy, architecture, operations, and fiscal matters. In its deliberations, the WPC shall evaluate how the new party fits with and into the Collaboration considering these and any other factors as may be requested by

WRN AMENDMENT 2

any Member. Generally, there shall be no more than one Party from each state. A potential participant wishing to join WRN from a state where there is already a WRN Party shall be referred to that WRN Party for participation under the auspices of that WRN Party. A new party joining WRN shall participate in the Collaboration payment of costs for the Collaboration Equipment and in the use of related optical waves, and shall reimburse the Parties in a manner as directed by the WPC. Finally, inclusion of any new party shall require a unanimous vote of the WPC, and shall become effective only after this AGREEMENT has been suitably modified in writing by all existing Parties and the new Party.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

For CENIC:

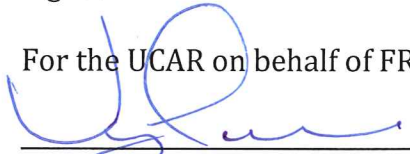


Signed

11-10-10

Date

For the UCAR on behalf of FRGP:

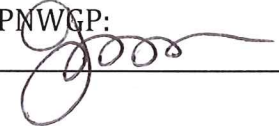


Signed - Virginia L. Taberski

8 November 2010

Date

For the PNWGP:




Signed

11-10-10

Date

For UNM:



Signed

11/12/10

Date