John L. Lewis
Associate Vice President
Outreach, Engagement, and
Information Technologies
Wellness & Literacy Bldg, Room 2107
DeKalb, IL 60115
Office: (815) 753-0936
Fax: (815) 753-2555
jlewis@niu.edu

AGREEMENT FOR SALE

This AGREEMENT FOR SALE ("**Agreement**") is made as of _____, 2012, between The County of Ogle ("Ogle County"), having its principal place of business at 105 South 5th Street, Oregon, IL 61061; and the Board of Trustees of Northern Illinois University ("**NIU**"), a governmental entity having its principal office at Northern Illinois University, Wellness & Literacy Building, Room 2107, DeKalb, IL 60115.

RECITALS:

WHEREAS, NIU has received an award from the U.S. Department of Commerce National Telecommunications and Information Administration for the Recovery Act Broadband Opportunities Program ("**BTOP**") in the amount of Forty Six Million One Hundred Fourteen Thousand Twenty-six and 00/100 Dollars ($46,114,026.00), as well as an award from the State of Illinois in the amount of Twelve Million and 00/100 Dollars ($12,000,000.00), and other sources of funds for the purposes as set forth and collectively referred to herein as the "BTOP Award"; and

WHEREAS, the purpose of the BTOP Award is to construct and obtain rights of use in a fiber optic communication system (the "**System**") along a route located through Boone, Carroll, Jo Daviess, LaSalle, Lee, Ogle, Stephenson, Whiteside, and Winnebago Counties in Illinois; and

WHEREAS, Illinois Fiber Resources Group ("**iFiber**") has been organized to be the owner and operating entity for the System and is a subrecipient to the BTOP Award for this purpose; and

WHEREAS, this Agreement for sale sets forth the parties' entire agreement with respect to the commitments relating to the System of Ogle County as described below;

NOW, THEREFORE, in consideration of the monetary amounts set forth below, the parties hereby agree as follows:

CONTRIBUTIONS. The County of Ogle agrees to sell one existing underground 1 ¼" innerduct currently owned by Ogle County, in the City of Oregon, from southeast corner of the intersection of 6th and Washington Streets., along the south side of Washington Street, to Ogle County's transmission tower located on parcel 16-04-203-013 as illustrated in Ogle County Attachment-1; approximately 5018 feet of innerduct valued at $37,635. iFiber intends to install one 144-count single-mode fiber throughout said innerduct segment at iFiber's cost. This agreement does not constitute access to the Ogle County electronics building, rack space or transmission tower or installation of required terminal hardware by Ogle County at the above parcel.

Additionally, Ogle County agrees to sell one existing underground 1 ¼" innerduct currently owned by Ogle County in the City of Oregon from the northeast corner of the intersection of 5th and Jefferson Streets to a splice box located directly across IL Rt 2 from the Ogle County Highway Department, 1989 S IL Rt 2, approximately 10,476 feet in length for future iFiber needs to be determined at a later date, with said innerduct valued at $78,570. Should iFiber install fiber in this referenced conduit, Ogle County is not responsible for termination hardware.

IFiber will provide access to the **System** at one location by Ogle County at $7200 per year.

LOCATE & MAINTENANCE. iFiber will be responsible for providing JULIE locates and maintenance of 144-count fiber and innerduct between 6th & Washington St., to Washington St. and Washington Ave. (County's tower location). Upon installation of fiber in the conduit from 5th and Jefferson Streets to the Ogle County Highway Department splice box, iFiber will be responsible for providing JULIE locates and maintenance of newly installed fiber and said innerduct.

Service Interruptions.
Ogle County will not be responsible for any losses due to service interruptions caused by acts of God or actions beyond the control of Ogle County.

Applicable Law. This **Agreement** shall be governed by and construed in accordance with the domestic laws of the State of Illinois without reference to its choice of law principles. Subject to Illinois law, jurisdiction and venue shall be in DeKalb County, Illinois, and the laws of such state shall govern all disputes.

IN WITNESS WHEREOF and in confirmation of their commitment, Ogle County and NIU have executed this **Agreement** as of the dates set forth below.

Ogle County:

County of Ogle

By:_____
James L. Barnes, Board Chairman

Date: _____

NIU:

Board of Trustees of
Northern Illinois University

By:_____
John L. Lewis, Associate Vice President

Date: _____