

## FIBER LEASE/ MAINTENANCE AGREEMENT

This Fiber Lease Agreement (the "Agreement") is entered into as of the 1st day of July, 2026, (the "Execution Date") by and between McNabb Internet Connections, with its principal place of business at 308 W. Main St, McNabb, Illinois 61335 ("Provider") and Putnam County CUSD 535, with its principal place of business at 400 E Silverspoon Ave, Granville, IL 61326 ("Customer").

Provider owns a fiber optic telecommunications network (the "Provider System"). Customer wishes to lease dark fiber and Provider is willing to grant such a lease on the terms and conditions contained in this Agreement. Customer and Provider hereby agree as follows.

1. Provider hereby agrees to lease to Customer dark fiber strands as depicted and described on the attached Exhibit B, which is a total distance of 11.4 route miles, or 31 strand miles. These fiber strands will be available for the use of Customer and will be enclosed in the same sheath with fiber strands still used by Provider.

2. The initial term of this Agreement (the "Initial Term") shall be from the Execution Date and continue for 3 years unless terminated earlier in compliance with this Agreement. Upon expiration of the Initial Term, the Customer has the option to renew for up to two additional 1 year terms (each a "Renewal Term") under the same terms and conditions, unless either party gives the other written notice of its desire to terminate this Agreement at least sixty (60) days prior to the renewal date.

3. Commencing upon the Execution Date and throughout the Term, Customer shall pay Provider, monthly in advance, a recurring charge ("MRC") of twenty eight dollars (\$28.00) per fiber strand, per mile, per month, ( $\$28.00 \times 1 \text{ fibers} \times 31 \text{ miles} = \$868.00$  per month). Less a 20% discount of \$173.60 for a total of \$694.40. Any partial month shall be pro-rated. Customer will also pay a \$220.00/month Route Maintenance Fee on approx. 10.5 miles of customer owned fiber for the term of the Lease. This fee will be in addition to the specific route fiber lease charge. These payments are defined to be the Lease Fees the Customer will pay for the Term of the lease.

In the event that Customer terminates the Lease during the Initial Term or in the event that the delivery of the Customer Fibers in a Segment is terminated due to a failure of Customer to comply with the terms of this Agreement, Customer shall pay Provider a termination charge equal to the sum of the percentage of the monthly Lease Fees for the terminated Lease calculated from the effective date of termination as (i) 100% of the remaining monthly Lease Fees that would have been incurred for the Lease for months 1-12 of the Initial Term, plus (ii) 50% of the remaining monthly Lease Fees that would have been incurred for the Lease for months 13 through the end of the Initial Term.

4. Subject to the limitations set forth in this Agreement, Customer may use the leased fiber for any lawful communications purpose for its own use. Customer shall not provide services over the fiber to any competitors of Provider.

5. In the event of cable failure or degradation of the performance of the fiber cable to a point where operation of the fiber is impaired (a service affecting condition), the Provider shall proceed immediately and with due diligence to restore the cable to the level of performance which prevailed at the time of initial acceptance of the system.

6. Within ten (10) business days after the Execution Date, Customer, at its own expense, shall obtain, and shall maintain in force during the term of this Agreement, insurance in forms acceptable to Provider, with the following minimum levels of coverage.

Commercial general liability and automobile liability	\$1,000,000 per person per occurrence
Property damage	\$300,000 per occurrence
Umbrella/Excess Coverage	\$3,000,000
Employer's liability	\$500,000 per occurrence
Workers compensation	statutory limits, in accordance with the laws of the states wherein operations under this Agreement will take place

Customer shall be solely responsible for procuring and paying for insurance coverage for the Customer Equipment.

Contractor(s) employed by the parties to work on the fiber optic cable shall provide and maintain at all times during the provision of services to the parties the following types of insurance in the following minimum amounts, which insurance shall be issued by companies approved by the parties:

Employer's liability	\$500,000 per occurrence
Workers compensation	statutory limits, in accordance with the laws of the states wherein operations under this Agreement will take place
Broad Form Comprehensive Liability	\$1,000,000 per occurrence

Any policy required hereunder shall be procured on an occurrence basis from a responsible insurance company with a "Best" Key Rating Guide rating of A- / IX or better. Certificates in standard "Accord" format evidencing such policy(ies) shall be delivered to Provider within thirty (30) days of the Execution Date. Not less than thirty (30) days prior to the expiration date of such certificates, replacement certificates evidencing the renewal of the required coverages shall be delivered to Provider. Certificates provided hereunder shall contain the commitment of the issuer thereof that not less than 30 days written notice shall be given to Provider before such policy(ies) may be canceled, not renewed, materially changed or undergo a reduction in insurance limits provided thereby. Provider and any Licensor designated by Provider in a notice to Customer or Contractor shall be named as additional insureds. The coverage required herein shall not be deemed to limit Customer's or Contractor's liability under this Agreement. Upon timely notice, Provider may require reasonable increases in the amount of insurance coverage which will be obtained by Customer or Contractor within thirty (30) days after Provider's request.

7. This Agreement is subject to the General Terms and Conditions in the attached Exhibit A, which exhibit is hereby incorporated by reference.

This Agreement contains proprietary and confidential information and is subject to restrictions regarding disclosure

Provider and Customer, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Execution Date.

Provider:

McNabb Internet Connections, Inc.

By: David Haworth, GAT

Customer:

Putnam County CUSD 535

By: \_\_\_\_\_

## EXHIBIT A

### General Terms and Conditions

1. Default. A party shall be in Default of this Agreement if:
  - A. That party fails to pay a sum of money when due and such failure continues for more than ten (10) days after notice.
  - B. That party fails to perform any obligation under this Agreement other than payment and such failure continues for more than thirty (30) days after notice.
  - C. That party is in default beyond the applicable cure period under any other agreement between the parties pertaining to connecting facilities, conduits or fibers served by or through the Facility.

2. Remedies. Upon the Default of a party, the non-defaulting party may elect to exercise any and all remedies available at law or equity, including termination of the Agreement. Notwithstanding the foregoing, a party shall never be responsible for any indirect, incidental, special, or consequential damages (including, but not limited to, loss of business, loss of use, or loss of profits) which arise in any way, in whole or in part, as a result of any actions, error, mistake, or omission, whether or not negligence on the part of either party occurs.

Both parties agree to indemnify, defend, and hold each other harmless of any and all claims, demands, suits, or actions, including attorney's fees, arising out of their performance or failure to perform any of their obligations under this Agreement except only such claims, demands, suits, or actions which may arise out of the negligence of either party to the extent of either party's liability, which is limited by the preceding paragraph.

3. Late Payment. Any amount not paid when due shall bear interest at the lesser of one percent (1.5%) per month or the highest rate permitted by law.

4. Force Majeure. Except to the extent otherwise specifically provided in this Agreement, neither party will be in default under this Agreement if and to the extent that any failure or delay in such party's performance of one or more of its obligations hereunder is caused by any of the following conditions, and such party's performance of such obligation or obligations will be excused and extended for and during the period of any such delay: act of God, fire, flood, pandemic, epidemic, government codes, ordinances, laws, rules, regulations or restrictions, war or civil disorder, federal or other governmental mandate, or any other cause beyond the reasonable control of such party. The party claiming relief under this section will provide reasonable notice to the other in writing of the existence of the event relied on and the cessation or termination of said event.

5. Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, facsimile transmission (to be followed promptly by written confirmation mailed by commercial delivery service or certified mail as provided below), or sent by commercial delivery service or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery, the date of transmission and receipt of facsimile transmissions, or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows:

If to Customer: Putnam County CUSD 535  
Attn:  
400 E Silverspoon Ave  
Granville, IL 61326  
Email:  
Phone:

If to Provider: McNabb Internet Connections, Inc.  
Attn: Dave Haworth  
308 W. Main St  
McNabb, IL 61335  
Email: dhaworth@nabbnet.com  
Phone: 815-882-2201

or to any such other persons or addresses as the Parties may from time to time designate in a writing delivered in accordance with this Section.

6. Construction. This Agreement has been negotiated by the Parties at arms length and each Party has been represented by their respective legal counsel, and legal or equitable principles that might require the construction of this Agreement or any provision of this Agreement against the Party drafting this Agreement shall not apply in any construction or interpretation of this Agreement.

7. Headings. The headings herein are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

8. Gender and Number. Words used herein, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine or neuter, and any other number, singular or plural, as the context requires.

9. Entire Agreement. This Agreement, and all Addenda, Exhibits and Schedules hereto, collectively represent the entire understanding and agreement between the Parties with respect to the subject matter hereof. All Addenda, Exhibits and Schedules attached to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein. This Agreement supersedes all prior negotiations and understandings between the parties, whether written or oral, with respect to the transactions contemplated hereby, and all letters of intent and other writings relating to such negotiations.

10. Amendment. This Agreement cannot be amended, supplemented or modified except by a document in writing executed by the Party against whom enforcement of the modification is sought.

11. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. Furthermore, if any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent in a particular jurisdiction, such provision shall remain valid and enforceable to the extent permitted in other jurisdictions.

12. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument; all counterparts shall constitute one and the same document. A facsimile transmission of a signature shall be deemed to be an original signature. The Party providing a signature by facsimile shall upon request deliver an original counterpart of the same to the other Party.

13. No Third-Party Beneficiaries. This Agreement constitutes an agreement solely among the Parties hereto, and, except as otherwise provided herein, is not intended to and will not confer any rights, remedies, obligations or liabilities, legal or equitable on any person other than the Parties hereto and their respective successors or assigns, or otherwise constitute any person a third-party beneficiary under or by reason of this Agreement.

14. Waiver of Compliance. Except as otherwise provided in this Agreement with respect to a particular representation, warranty, covenant, agreement, obligation or condition, any failure of a Party to insist upon strict compliance by the other Party with respect to any representation, warranty, covenant, agreement, obligation or condition herein, at any time or for any length of time, shall not constitute a waiver of, or an estoppel against asserting, the right to require such compliance in the future. Any such failure to insist upon strict compliance shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Any written waiver of past non-compliance shall be construed narrowly and shall operate as a waiver with respect to a future failure to comply only to the extent explicitly stated in such waiver.

15. Time. If the last day permitted for the giving of any notice or the performance of any act required or permitted under this Agreement falls on a day that is not a business day, the time for the giving of such notice or the performance of such act will be extended to the next succeeding business day.

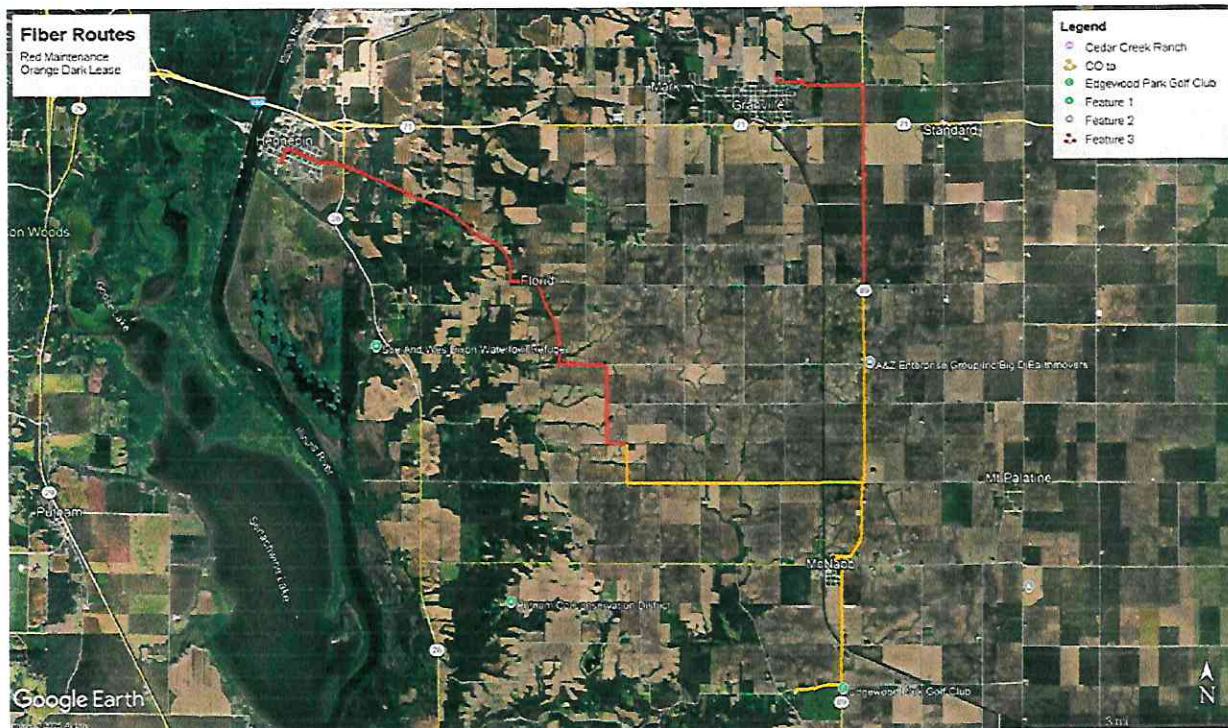
16. Consents. Unless the Agreement specifies that a Party reserves the right to act in its discretion with respect to a particular matter, any time a Party must obtain the consent or approval of the other Party, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

17. Assignment. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

18. Waiver of Jury Trial. Each of the parties hereto hereby voluntarily and irrevocably waives trial by jury in any action or other proceeding brought in connection with this Agreement.

19. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Illinois, without regard to any conflicts of law principles of such state that would fix jurisdiction elsewhere.

**EXHIBIT B**  
**Dark Fibers Leased (Orange)**  
**Maintenance & Repair Fibers (Red)**



The above area generally depicts the route of the Fibers subject to the Fiber Lease.

Customer is receiving a route with leased fibers described below:

Starting at the handhole at the NE corner of IL Hwy 89 and 850 N Road.  
41.228566°/-89.201506°. Four fibers are leased to the McNabb Telephone Central Office at 310 W Main St, McNabb, IL. A total of 4 route miles (16 strand miles).

From the CO two fibers are leased going to the handhole in front of 13183 350 N Road, the Putnam County Jr High school.  
41.153869°/-89.217433°, a total of approximately 2.4 route miles. (4.9 strand miles)

Also, from the CO two fibers are leased to the handhole on the NE corner of 1100 E Road and 650 N Road.  
41.198808°/-89.259066°, a total of approximately 5 route miles. (10.1 strand miles)

Total of approximately 11.4 route miles. (31 strand miles)

