

Appendix A

**LETTER OF INTENT
FOR PROVISIONING OF INDEFEASIBLE RIGHTS OF USE IN THE UC2B FIBER OPTIC
NETWORK**

The Urbana-Champaign Big Broadband Consortium [UC2B] and Champaign Unit 4 Schools ("Customer") intend to enter into a Definitive Agreement as outlined in this Letter of Intent. Customer intends to purchase an Indefeasible Right of Use (IRU) for dark fiber on the UC2B network.

I. DEFINITIVE AGREEMENT

The parties to this Letter of Intent will endeavor to finalize and execute a definitive agreement defining the transaction, which shall include the terms below, and such other provisions as may be mutually agreed upon.

II. TRANSACTION DESCRIPTION

The transaction shall include the purchase of an IRU for the provisioning of fibers within UC2B's network (see Exhibit A attached), including installation, testing, and maintenance for the term of the IRU and any other requirements mutually agreed upon. The twenty (20) proposed Customer locations to be connected to UC2B fiber are itemized on page two of Exhibit B.

III. PRICING

Customer agrees to pay a one-time charge of \$622,556.51 which will include the installation and testing of four (4) fiber strands on the entire length of UC2B fiber ring #1, four (4) fiber strands on the entire length of UC2B fiber ring #2, four (4) fiber strands on the entire length of UC2B fiber ring #3, four (4) fiber strands on the entire length of UC2B fiber ring #4, and the construction of single lateral fiber builds from the closest splice point on a UC2B fiber ring to the Customer's facilities. Of that total one-time charge, \$390,000.00 shall be for the construction of the single lateral fiber connections into twenty (20) locations and \$232,556.51 shall be for the 20-year IRU. Additionally, Customer agrees to pay an annual fiber maintenance charge of \$31,055.65 for the length of the IRU agreement.

IV. PAYMENT

The one-time payment may be made in three (3) equal payments of \$207,518.84 each. The first payment is due on January 10, 2010. The second Payment is due on October 10, of 2010, and the final payment is due on October 10, of 2011.

V. TERM

20 years from date of delivery.

VI. DELIVERY SCHEDULE

UC2B estimates the delivery of all the fibers identified in the IRU on or about October 15, 2011. Should any fiber rings be available before then, UC2B shall make Customer fiber strands available to Customer as soon as the ring and the lateral construction is completed and the fiber is tested.

VII. LEGAL EFFECT

This Letter of Intent is intended to be a statement of the mutual interest of the parties with respect to a possible transaction and is subject to execution and delivery of a mutually satisfactory definitive services agreement. Nothing herein shall constitute a binding commitment of either party except for the agreements in this section. The parties will become legally obligated with respect to the transaction only in accordance with the terms contained in the definitive services agreement relating thereto if, as and when such document has been executed and delivered by the parties.

VIII. EXPIRATION DATE

This Letter of Intent will be honored until the expiration date which shall be 12 months after execution.

Accepted this 10th day of August 2009.

Urbana-Champaign Big Broadband Consortium

Name (printed)

Accepted this 10th day of August 2009.

[Signature]
Customer Signature

David W. Tomlinson
Name (printed)

Board of Education
Champaign Unit 4 Schools

PRESIDENT
Title

LETTER OF INTENT**FOR PROVISIONING OF INDEFEASIBLE RIGHTS OF USE IN THE UC2B FIBER OPTIC NETWORK**

The Urbana-Champaign Big Broadband Consortium [UC2B] and Champaign Telephone Company ("Customer") intend to enter into a Definitive Agreement as outlined in this Letter of Intent. Customer intends to purchase an Indefeasible Right of Use (IRU) for dark fiber on the UC2B network.

I. DEFINITIVE AGREEMENT

The parties to this Letter of Intent will endeavor to finalize and execute a definitive agreement defining the transaction, which shall include the terms below, and such other provisions as may be mutually agreed upon.

II. TRANSACTION DESCRIPTION

The transaction shall include the purchase of an IRU for the provisioning of fibers within UC2B's network (see Exhibit A attached), including installation, testing, and maintenance for the term of the IRU and any other requirements mutually agreed upon. The proposed seven (7) Customer locations to be connected to UC2B fiber are itemized on page two of Exhibit B.

III. PRICING

Customer agrees to pay a one-time charge of \$587,697.53 which will include the installation and testing of four (4) fiber strands on the entire length of UC2B fiber ring #1, four (4) fiber strands on the entire length of UC2B fiber ring #2, four (4) fiber strands on the entire length of UC2B fiber ring #3, four (4) fiber strands on the entire length of UC2B fiber ring #4, four (4) fiber strands on the entire length of UC2B fiber ring #5, four (4) fiber strands on the entire length of UC2B fiber ring #6, four (4) fiber strands on the entire length of UC2B fiber ring #7, and the construction of single lateral fiber builds from the closest splice point on a UC2B fiber ring to the Customer's facilities. Of that total one-time charge, \$210,000.00 shall be for the construction of the single lateral fiber connections into seven (7) locations and \$377,697.53 shall be for the 20-year IRU. Additionally, Customer agrees to pay an annual fiber maintenance charge of \$41,969.75 for the length of the IRU agreement.

IV. PAYMENT

The one-time payment may be made in three (3) equal payments of \$195,899.18 each. The first payment is due on January 10, 2010. The second Payment is due on October 10, of 2010, and the final payment is due on October 10 of 2011.

V. TERM

20 years from date of delivery.

VI. DELIVERY SCHEDULE

UC2B estimates the delivery of all the fibers identified in the IRU on or about October 15, 2011. Should any fiber rings be available before then, UC2B shall make Customer fiber strands available to Customer as soon as the ring and the lateral construction is completed and the fiber is tested.

VII. LEGAL EFFECT

This Letter of Intent is intended to be a statement of the mutual interest of the parties with respect to a possible transaction and is subject to execution and delivery of a mutually satisfactory definitive services agreement. Nothing herein shall constitute a binding commitment of either party except for the agreements in this section. The parties will become legally obligated with respect to the transaction only in accordance with the terms contained in the definitive services agreement relating thereto if, as and when such document has been executed and delivered by the parties.

VIII. EXPIRATION DATE

This Letter of Intent will be honored until the expiration date which shall be 12 months after execution.

Accepted this _____ day of _____ 2009.

Urbana-Champaign Big Broadband Consortium

Name (printed)

Accepted this 12 day of August 2009.

[Signature]
Customer Signature

Michael Hosier
Name (printed)

Champaign Telephone Company

pres.
Title

LETTER OF INTENT**FOR PROVISIONING OF INDEFEASIBLE RIGHTS OF USE IN THE UC2B FIBER OPTIC NETWORK**

The Urbana-Champaign Big Broadband Consortium [UC2B] and the Champaign-Urbana Mass Transit District ("Customer") intend to enter into a Definitive Agreement as outlined in this Letter of Intent. Customer intends to purchase an Indefeasible Right of Use (IRU) for dark fiber on the UC2B network.

I. DEFINITIVE AGREEMENT

The parties to this Letter of Intent will endeavor to finalize and execute a definitive agreement defining the transaction, which shall include the terms below, and such other provisions as may be mutually agreed upon.

II. TRANSACTION DESCRIPTION

The transaction shall include the purchase of an IRU for the provisioning of fibers within UC2B's network (see Exhibit A attached), including installation, testing, and maintenance for the term of the IRU and any other requirements mutually agreed upon. The proposed twelve (12) Customer locations to be connected to UC2B fiber are itemized on page two of Exhibit B.

III. PRICING

Customer agrees to pay a one-time charge of \$339,102.53 which will include the installation and testing of four (4) fiber strands on the entire length of UC2B fiber ring #1, four (4) fiber strands on the entire length of UC2B fiber ring #2, four (4) fiber strands on the entire length of UC2B fiber ring #3, four (4) fiber strands on the entire length of UC2B fiber ring #6, and the construction of single lateral fiber builds from the closest splice point on a UC2B fiber ring to the Customer's facilities. Of that total one-time charge, \$112,500 shall be for the construction of the single lateral fiber connections into twelve (12) locations and \$226,602.53 shall be for the 20-year IRU. Additionally, Customer agrees to pay an annual fiber maintenance charge of \$24,910.25 for the length of the IRU agreement.

IV. PAYMENT

The one-time charge may be made in three (3) equal payments of \$113,034.18 each. The first payment is due on January 10, 2010. The second payment is due on October 10, of 2010, and the final payment is due on October 10 of 2011.

V. TERM

20 years from date of delivery.

VI. DELIVERY SCHEDULE

UC2B estimates the delivery of all the fibers identified in the IRU on or about October 15, 2011. Should any fiber rings be available before then, UC2B shall make Customer fiber strands available to Customer as soon as the ring and the lateral construction is completed and the fiber is tested.

VII. LEGAL EFFECT

This Letter of Intent is intended to be a statement of the mutual interest of the parties with respect to a possible transaction and is subject to execution and delivery of a mutually satisfactory definitive services agreement. Nothing herein shall constitute a binding commitment of either party except for the agreements in this section. The parties will become legally obligated with respect to the transaction only in accordance with the terms contained in the definitive services agreement relating thereto if, as and when such document has been executed and delivered by the parties.

VIII. EXPIRATION DATE

This Letter of Intent will be honored until the expiration date which shall be 12 months after execution.

Accepted this _____ day of _____ 2009.

Urbana-Champaign Big Broadband Consortium

Name (printed)

Accepted this 11th day of AUGUST 2009.


Customer Signature

Wm L Volk
Name (printed)

Champaign-Urbana Mass Transit District

MANAGING DIRECTOR
Title



**URBANA &
CHAMPAIGN
SANITARY
DISTRICT**

P.O. BOX 669 • 1100 E. UNIVERSITY AVE. • URBANA, IL 61803-0669 • (217) 367-344

BOARD OF TRUSTEES
Chris Alix
Dianna Lenik
Jerry Lyke

Executive Director
Michael Little

LETTER OF INTENT

FOR INSTALLING FIBER CONECTIONS TO THE UC2B FIBER OPTIC NETWORK

The Urbana-Champaign Big Broadband Consortium [UC2B] and the Urbana & Champaign Sanitary District ("Customer") intend to enter into a Definitive Agreement as outlined in this Letter of Intent. Customer intends to purchase fiber connections to the UC2B network and to then purchase layer two transport services over that network.

I. DEFINITIVE AGREEMENT

The parties to this Letter of Intent will endeavor to finalize and execute a definitive agreement defining the transaction, which shall include the terms below, and such other provisions as may be mutually agreed upon.

II. TRANSACTION DESCRIPTION

The transaction shall include the fiber infrastructure between Customer locations and UC2B's network (see Exhibit A attached), including installation, testing, recurring maintenance, and any other requirements mutually agreed upon. The proposed nine (9) Customer locations to be connected to UC2B fiber are itemized on page two of Exhibit B.

III. PRICING

Customer agrees to pay a one-time charge of \$120,000.00, which will include the installation and testing of fiber strands between the Customer locations and the nearest splice points on the UC2B network. Of that total one-time charge, the entire \$120,000.00 shall be for the construction of the single lateral fiber connections into nine (9) locations. Additionally, Customer agrees to pay an annual fiber maintenance charge of \$2,400 for the length of the agreement.

IV. PAYMENT

The one-time charge may be paid in three (3) equal payments of \$40,000 each. The first payment is due on January 10, 2010. The second Payment is due on October 10, of 2010, and the final payment is due on October 10 of 2011.

V. TERM

To be determined by Customer and UC2B.

VI. DELIVERY SCHEDULE

UC2B estimates the delivery of all the fibers identified in the Agreement on or about October 15, 2011. Should any fiber rings be available before then, UC2B shall make layer two services available to Customer as soon as the rings and the lateral construction are completed and the fiber is tested.

● Page 2

August 10, 2009

VII. LEGAL EFFECT

This Letter of Intent is intended to be a statement of the mutual interest of the parties with respect to a possible transaction and is subject to execution and delivery of a mutually satisfactory definitive services agreement. Nothing herein shall constitute a binding commitment of either party except for the agreements in this section. The parties will become legally obligated with respect to the transaction only in accordance with the terms contained in the definitive services agreement relating thereto if, as and when such document has been executed and delivered by the parties.

VIII. EXPIRATION DATE

This Letter of Intent will be honored until the expiration date which shall be 12 months after execution.

Accepted this _____ day of _____ 2009.

Urbana-Champaign Big Broadband Consortium

Name (printed)

Accepted this 10th day of August 2009.

Michael R. Little
Urbana-Champaign Sanitary District (Customer)

Michael R. Little
Name (printed)

Executive Director
Title

by Kimberly A. Lytle

LETTER OF INTENT**FOR INSTALLING FIBER CONECTIONS TO THE UC2B FIBER OPTIC NETWORK**

The Urbana-Champaign Big Broadband Consortium [UC2B] and Lincoln Trail Libraries System ("Customer") intend to enter into a Definitive Agreement as outlined in this Letter of Intent. Customer intends to purchase fiber connections to the UC2B network and to then purchase Internet services and/or layer-two transport services over that network.

I. DEFINITIVE AGREEMENT

The parties to this Letter of Intent will endeavor to finalize and execute a definitive agreement defining the transaction, which shall include the terms below, and such other provisions as may be mutually agreed upon.

II. TRANSACTION DESCRIPTION

The transaction shall include the use of fiber infrastructure between Customer location and UC2B's network Ring #1 (see Exhibit A attached), including installation, testing, recurring maintenance and any other requirements mutually agreed upon. The proposed one (1) Customer location to be connected to UC2B fiber is itemized on page two of Exhibit B.

III. PRICING

Customer agrees to pay a one-time charge of \$30,000.00, which will include the installation and testing of fiber strands between the Customer locations and the nearest splice point on the UC2B network. Of that total one-time charge, the entire \$30,000.00 shall be for the construction of the single lateral fiber connections into one (1) location. Additionally, Customer agrees to pay an annual fiber maintenance charge of \$600.00 for the length of the agreement.

IV. PAYMENT

The one-time charge may be paid in three (3) equal payments of \$10,000 each. The first payment is due on January 10, 2010. The second Payment is due on October 10, of 2010, and the final payment is due on October 10 of 2011.

V. TERM

To be determined by Customer and UC2B.

VI. DELIVERY SCHEDULE

UC2B estimates the delivery of all the fibers identified in the Agreement on or about October 15, 2010. Should the fiber ring be available before then, UC2B shall make layer two services available to Customer as soon as the ring and the lateral construction are completed and the fiber is tested.

VII. LEGAL EFFECT

This Letter of Intent is intended to be a statement of the mutual interest of the parties with respect to a possible transaction and is subject to execution and delivery of a mutually satisfactory definitive services agreement. Nothing herein shall constitute a binding commitment of either party except for the agreements in this section. The parties will become legally obligated with respect to the transaction only in accordance with the terms contained in the definitive services agreement relating thereto if, as and when such document has been executed and delivered by the parties.

VIII. EXPIRATION DATE

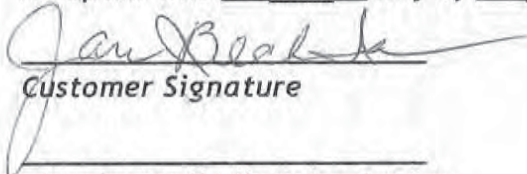
This Letter of Intent will be honored until the expiration date which shall be 12 months after execution.

Accepted this _____ day of _____ 2009.

Urbana-Champaign Big Broadband Consortium

Name (printed)

Accepted this 12th day of August 2009.



Customer Signature

Jan Ison

Name (printed)

Lincoln Trail Libraries System

Executive Director

Title



**Urbana School
District 116**

Jean F. Burkholder
Administrative Service Center
www.usd116.org

Preston L. Williams, Jr. Ed.D
Superintendent of Schools
217-384-3600
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205 North Race Street
P.O. Box 3039
Urbana • Illinois • 61803-3039

**LETTER OF SUPPORT
FOR THE UC2B FIBER OPTIC NETWORK**

The Urbana School District #116 (the District) has prepared this letter of support for the Urbana-Champaign Big Broadband Consortium [UC2B]. The District has been involved with a fiber optic collaborative project with the City of Urbana since April 2008. As part of the City Fiber Project, the District has purchased dark fiber as part of a fiber optic network connecting five school buildings by June 2009, with plans to reach two additional schools and two school administrative facilities by June 2010, and two additional school buildings by 2011.

Fiber connectivity is a critical aspect of the District's Technology Integration Plan. Prior to the City Fiber Project, the schools and classrooms have been served with a 1MB T-1 line that was insufficient to keep up with administrative requirements (e.g. online attendance and grade books). By increasing our connectivity exponentially, students, teachers, and administrators will transform technology integration with curriculum, instruction, assessment, and administrative decision-making. Teachers and students will be able to collaborate with peers and classrooms via video conferencing. The high school will have the opportunity to offer dual credit college level courses taught by college faculty in distance learning situations. The schools will be able to capitalize on their updated computer labs and media centers by publishing audio and video productions to the web. Increased bandwidth will also allow the implementation of a variety of new technology tools, like interactive whiteboards and individual student response systems. In the past year, the District has upgraded computer labs and media centers at all school buildings. Instructional use of technology has grown substantially in the past three years, but the historically low bandwidth has hindered the use of audio, video, and Web 2.0 technologies. The increased bandwidth is allowing automation, integration, and access to a variety of data systems, including the online library catalog, student emails provided by the district, and family access to student attendance and grade records. District administration will be able to take advantage of voice-over-internet phone systems, remote problem solving meetings, and access to student achievement data warehouses.

Urbana School District #116

The district has committed to paying the City of Urbana \$94,175.00 to complete the first phase of District's portion of the City Fiber Project. The District is currently working with the City on the second phase, which will cost the District an additional \$58,900. The District has spent an additional \$145,000 on handholds, network upgrades, and connectivity issues directly associated with upgrading to the fiber optic network. The District views the amount that they have committed to the City Fiber Project as an in-kind contribution to the UC2B project.

The advantage of the UC2B project for the District is that it would dramatically reduce the current fiber implementation timeline, and it would also provide additional integration with community partners, other governmental agencies, as well as parents who are served by the increased access to broadband.

This Letter of Support is intended to be a statement of support and mutual interest of the parties with respect to a possible collaboration. Nothing herein shall constitute a binding commitment of either party.

Sincerely,



Donald Owen

Assistant Superintendent for Curriculum and Instruction