



EQUIPMENT PURCHASE AGREEMENT

This Equipment Purchase Agreement ("Agreement") is made as of October 28th, 2012 between Frontier Communications of America, Inc. ("Frontier"), having an office at 208 West Union Street, Marion, IL 62959, and County of Union, Illinois ("Customer"), having an office at 309 West Market Street, Jonesboro, IL 62952.

1. Agreement. Frontier agrees to sell, deliver and install the equipment identified in Schedule A ("Equipment"), attached hereto and incorporated herein by this reference, and Customer agrees to purchase and pay for the Equipment, or cause the Equipment to be purchased and paid for by the third person financing the purchase for the Customer, in accordance with the payment schedule outlined herein.

2. Premises. The Equipment will be installed at and, so long as part of the Payment Amount (defined below) remains unpaid, it will remain at: 309 West Market Street, Jonesboro, IL 62952 (the "Premises").

3. Price.

a. The "Payment Amount" of the Equipment is \$21,972.78 (the sum of the Equipment price of \$17,247.14, plus applicable taxes of \$0, plus an installation fee of \$4,725.64). Delays in installation caused by any factor outside Frontier's control may result in an increase in the installation fee. Telephone numbers, listings and access lines are not included. No other item is included unless specifically stated in this Agreement or on a Schedule incorporated herein. IN ADDITION TO THE CHARGES IDENTIFIED IN THIS AGREEMENT, CUSTOMER WILL PAY ALL CHARGES OF THE LOCAL TELEPHONE COMPANY AND ANY OTHER CARRIER.

b. Payment of the Payment Amount will be made as follows:

\$0 (0%), plus all applicable taxes of \$0, on execution of this Agreement, as a down payment.
(Total Down Payment = \$0)

\$21,972.78 (100%) on the Cutover Date, as defined in Section 4.

c. All payments will be subject to a late payment service charge of 1 1/2% per month on the balance in arrears for more than thirty (30) days, but in no event shall such charge exceed the maximum penalty by law.

4. Scheduling and Warranty Period.

a. The "Delivery Date" is the date Frontier tenders substantially all of the Equipment for delivery to the Premises. The anticipated Delivery Date is October 28th, 2012. If the Premises are not ready for delivery of the Equipment on the Delivery Date, Frontier may store the Equipment at Customer's expense.

b. The "Cutover Date" is the date the Equipment is installed at the Premises, and activated. The anticipated Cutover Date is December 12th, 2012. Acceptance is required when the Equipment is activated and operating in accordance with manufacturer's specifications.

c. The "Warranty Period" is 365 days, and described in greater detail in Section 16 of the Additional Provisions.

5. Governing Law. This Agreement shall be governed by the law of the State where the Equipment is installed, excluding any choice of law provisions.

6. Terms and Execution. This Agreement includes the Additional Terms and Conditions outlined in Attachment 1, incorporated herein by this reference. This Agreement binds both parties when it is executed by both parties.

7. Entire Agreement. This Agreement and the Schedules incorporated herein are the entire agreement between Frontier and Customer with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral. This Agreement and any of the provisions hereof may not be amended, altered or added to in any manner except by a document in writing and signed by an authorized representative of each party.

CUSTOMER:

County of Union, Illinois

Signature: [Handwritten Signature]
Name (Print): Randall Lambie
Title: Chairman

FRONTIER:

Frontier Communications of America, Inc.

Signature: _____
Name (Print): _____
Title: _____

ATTACHMENT 1
ADDITIONAL TERMS AND CONDITIONS

8. **EXCUSABLE DELAY.** The Delivery Date, Cutover Date and Frontier's performance may be adjusted or suspended by Frontier to the extent that and for the time that compliance is beyond Frontier's reasonable control, including without limitation Customer nonpayment, Customer's failure to execute an acceptance certificate or other Customer nonperformance.

9. **SECURITY INTEREST.** Frontier reserves and Customer grants Frontier a security interest in the Equipment in the amount of the Payment Amount. A copy of this Agreement may be filed by Frontier at any time after signature by Customer as a security agreement to perfect Frontier's security interest. Customer agrees to promptly execute a standard form financing statement, as well as any other documents as are necessary to protect Frontier's security interest upon request by Frontier. If the Premises are owned and/or mortgaged to someone other than Customer, then Customer, prior to execution of this Agreement, shall furnish Frontier with a duly executed Landlord's and/or Mortgagee's Waiver acknowledging release of any interest in the Equipment, until payment in full of the Payment Amount. Such filing does not constitute acceptance of this Agreement by Frontier.

10. **CUSTOMER OBLIGATIONS.** The Payment Amount is tendered in exchange for the Equipment, delivery, and installation with the presumption that installation will involve ordinary installation conditions. Installation does not include, among other things, required conduit or cable ducts. At a minimum, Customer will be responsible for providing a Premises with conditions conducive to proper operation of the Equipment, including but not limited to the following, as necessary: (a) all necessary floor plans; (b) accessible locations within the Premises for installation of the Equipment; (c) a separate electrical source, circuits and power sufficient for installation, activation and operation of the Equipment; (d) a suitable space for the Equipment meeting operating environment requirements; (e) heat, air conditioning, light, and security and other operating environmental requirements for the Equipment; (f) reasonable access for Frontier; (g) raceway, conduit, holes and wireways; and (h) a clean, dust-free area with constant temperatures of 65° F to 85° F, and a humidity factor of 10% to 90% relative humidity. Customer appoints Frontier as its agent and representative for the purpose of arranging for connection of the Equipment to the public telephone network, to identify and order necessary facilities, and to coordinate installation and cutover.

11. **TITLE & RISK OF LOSS.** Customer assumes the risk of loss and damage to the Equipment or any part from the date of its delivery to the Premises. So long as any part of the Payment Amount is unpaid, Customer will maintain adequate insurance against fire, theft or other loss for the Equipment's full insurable value, with Frontier named as additional insured. Risk of loss will not affect title to the Equipment. Title to the Equipment will pass from Frontier to Customer upon Frontier's receipt of full payment of the Payment Amount.

12. **INSTALLATION.** All work and materials will meet Federal Communications Commission criteria for connection to the public telephone network. Frontier will install the Equipment in a workman like manner without damage to the Premises. Customer will obtain consent to install the Equipment from any landlord, building owner, mortgagor, and all third parties having an interest in the installation site. Customer will obtain all necessary permits and licenses to install the Equipment, and will provide copies of such permits and licenses to Frontier prior to commencement of installation. If any or all of the Equipment is relocated or removed, Frontier will not be responsible for restoring the Premises to their original condition.

13. **ACCEPTANCE.** Acceptance is required when the Equipment is installed, activated, and operating in accordance with the manufacturer's specifications. When acceptance is required, Customer agrees to sign an acceptance certificate that: (i) the Equipment has been installed in good condition, (ii) the Equipment is accepted as installed, and (iii) payment is due without setoff or abatement. Once acceptance is required, Frontier may elect, in addition to the exercise of any other rights, to suspend Equipment maintenance until Customer has signed an acceptance certificate and delivered it to Frontier.

14. **TRAINING.** Frontier will provide reasonable instruction and training to personnel and employees of Customer for no more than 90 days after the Cutover Date. At Customer's request, subsequent training and instruction will be provided at Frontier's then prevailing rates.

15. **CUSTOMER DELAY.** If Customer refuses to permit Frontier to install all Equipment, Customer will pay Frontier as fixed, settled and liquidated damages and not as a penalty, its down payment, or 20% of the Payment Amount whichever is greater.

16. **WARRANTY.**

(a) The Warranty Period specified in Section 4(c) of this Agreement shall commence on the Cutover Date. During the Warranty Period, and for so long as the Equipment is not moved from the Premises and is used for normal business purposes, Frontier warrants that the Equipment shall be free from defects in materials and workmanship, and Frontier will

provide maintenance service to keep the Equipment in good working condition and repair. If the Equipment is defective, as Customer's exclusive remedy, Frontier will accept return of Equipment for repair or replacement, at Frontier's option.

(b) Maintenance during the Warranty Period will include the furnishing of all necessary labor and materials to keep the Equipment in good working condition and repair. Frontier will attempt to respond to requests to perform service for any significant malfunction of the Equipment, including station or trunk failure ("Regular Service") within one (1) business day of receipt of notice from Customer requesting such service. Frontier will attempt to respond to requests to perform service for a total system failure of the Equipment ("Emergency Service") within four (4) hours of receipt of notice from Customer requesting such service. Emergency Service will be provided only for Equipment failure resulting in Customer's complete inability to: (a) receive all incoming calls; (b) make all outgoing calls; (c) make all station-to-station calls; or (d) use the attendant console. This warranty service excludes repairs made necessary by a non-conforming Premises, misuse, negligence, accident, theft or unexplained loss, abuse, connection to direct electric current, fire, flood, wind, act of God or public enemy, improper operation, or improper wire, installation, repair or alteration by anyone other than Frontier. If requested by Customer, service at times not covered under Regular Service or Emergency Service may be provided by Frontier at its election, and Customer agrees to pay for labor, but not for materials otherwise covered, at Frontier's then prevailing rates and conditions. This is Customer's sole and exclusive remedy and Frontier's liability in all events will cease and terminate at the expiration of the Warranty Period.

(c) THE ABOVE WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR VERBAL, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTY EXISTS IN THIS AGREEMENT.

(d) Following expiration of the Warranty Period, maintenance may only be provided by Frontier either, (i) on a time and material basis or (ii) pursuant to a separate written maintenance agreement.

17. **LIABILITY & LIMITATIONS.** The liability of Frontier and its affiliates for the Equipment provided under this Agreement shall in no event exceed the total amount paid for the Equipment provided pursuant to this Agreement and the attached Schedules. Customer agrees to release, indemnify and hold harmless Frontier from and against all claims, liability, loss, and damage of any person including Customer, related to or associated with the Equipment. IN NO EVENT WILL FRONTIER, ITS PARENT, SUBSIDIARIES OR AFFILIATES BE RESPONSIBLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING THOSE FOR LOSS OF BUSINESS OR PROFITS OR OTHER COMMERCIAL LOSS, WHETHER OR NOT FRONTIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. NOTWITHSTANDING ANYTHING OTHERWISE STATED, IN NO EVENT WILL FRONTIER'S LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE PAYMENT AMOUNT FOR THE EQUIPMENT GIVING RISE TO THE CLAIM. FRONTIER WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE EQUIPMENT WITH THIRD-PARTY PRODUCTS OR EQUIPMENT THAT CUSTOMER MAY UTILIZE IN CONJUNCTION WITH, OR CONNECT TO, THE EQUIPMENT. THE PARTIES RECOGNIZE THAT FRONTIER MAY FROM TIME TO TIME PROVIDE ADVICE, MAKE RECOMMENDATIONS OR SUPPLY OTHER ANALYSES RELATED TO THE EQUIPMENT OR SERVICES DESCRIBED IN THIS AGREEMENT, AND, WHILE FRONTIER WILL USE REASONABLE EFFORTS IN THIS REGARD, CUSTOMER AGREES THAT THIS LIMITATION OF LIABILITY WILL APPLY TO THE PROVISION OF SUCH ADVICE, RECOMMENDATIONS AND ANALYSES.

18. **CUSTOMER'S BREACH.** In the event Customer fails to pay any sums when due, or otherwise fails to perform any obligation under this Agreement when required, Frontier, in addition to all other remedies available to it at law or in equity and not in limitation thereof, may at its option (i) cease installing the Equipment, (ii) disconnect the Equipment from the public telephone network, (iii) deactivate the Equipment, or otherwise render the Equipment inoperable, (iv) enter Customer's Premises, with or without notice, take possession of and remove the Equipment, and either terminate this Agreement, retaining all sums paid, or dispose of the Equipment for Customer's account at the best price obtainable at public or private sale with Customer to remain liable for any deficiency. Customer shall be responsible to Frontier for all costs incurred as a result of Customer's breach of this Agreement.

19. **ASSIGNMENT.** This Agreement is not assignable without the prior written consent of Frontier. Any attempt to assign any of the rights, duties or obligations under this Agreement without such consent will be deemed void or a default, or accepted in Frontier's sole discretion.

20. **WAIVER.** The waiver by Frontier of any default by Customer will not operate as a waiver of any default at any subsequent time.

21. **ENFORCEMENT.** Customer agrees to pay all of Frontier's costs or expenses, including reasonable attorney's fees, incurred in the enforcement of this Agreement.

22. Frontier's obligations herein are contingent upon receipt of the Down Payment, a credit report satisfactory to Frontier and correct arithmetic calculations of quantity and price.

23. **COMPLIANCE WITH LAW.** Any provision of this Agreement which is in conflict with any applicable statute or regulation shall be deemed null and void only to the extent that it may conflict therewith, and all other provisions of this Agreement shall remain in full force and effect.

24. **NOTICES.** Except for notices requesting service under Section 17(b), all notices given under this Agreement shall be in writing, served on a party in person or at its address as specified herein by US registered or certified mail, or by recognized overnight courier service, return receipt requested. Notice shall be effective on receipt.

25. **HAZARDOUS SUBSTANCES.** Customer certifies that Customer is not aware of the presence of any asbestos or other hazardous substances, as defined by any applicable state, federal or local hazardous waste or environmental protection law, at any of Customer's locations where Frontier is to install Equipment pursuant to this Agreement. If during the performance of its obligations under this Agreement Frontier employees or agents encounter any hazardous substance, Customer agrees to take all reasonable steps, at its own expense, to remove or contain the hazardous substance and to test the premises to ensure that exposure does not exceed the lowest exposure limit for the protection of workers. Removal or containment will comply with all applicable laws or regulations, and Frontier's agents and employees will not be required to continue performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Frontier. Performance obligations under this Agreement will be extended for the period of delay caused by said cleanup or removal. Customer's failure to remove or contain hazardous substances will be sufficient justification for Frontier to terminate this Agreement without further liability. In the event of such termination, Customer agrees to reimburse Frontier for expenses incurred in performing this Agreement until termination and all remedies outlined in Section 18 will apply.

SCHEDULE A
EQUIPMENT LIST

CPE Material	QTY	Part #	Description	Unit	Price	Total Price
	60	50006122	8528 Telephone (NA)		\$144.00	\$8,640.00
	5	50006123	8568 Telephone (NA)		\$188.80	\$944.00
	1	50006488	MT5000 HX to DEI Cable 16in		\$32.00	\$32.00
	2	52002624	PCBA DDM-16 CARD WITH CABLE		\$640.00	\$1,280.00
	1	52002685	Mitel 5000 Digital Base Kit HX no CF		\$1,792.00	\$1,792.00
	1	1	580.1003 MT5000 HX Controller Chassis Only			
	1	1	580.3000 MT5000 HX Processor Mdl (HPM)			
	1	1	580.2201 MT5000 DDM-16 for HX (no cable)			
	1	1	813.1910 MT5000 CABLE DDM-16 TO AMP 50P 3M			
	1	48	840.0417 MT5000 Lic Digital Phone Category E			
	1	1	840.0844 MT5000 Lic Dyn Ext Expr SYSTEM			
	1	1	50006271 PWR CRD C13 10A 125V - NA PLUG			
	1	1	580.9126 MT5000 HX Ctrl Pwr Sup 120W 24VDC 5A			
	1	4	840.0411 LICENSE INTL5000 BVM SINGLE PT			
	1	1	999.9000 999.9000			
	1	1	54005357 MT5000 Lic UVM E-mail Synchronization			
	1	1	54005359 MT5000 Lic Meet-Me Conf			
	1	1	54005399 MT5000 Lic Hot Desking System-Wide			
	1	580.1001	MT5000 Digital Exp Interface (DEI)		\$576.00	\$576.00
	2	580.2200	MT5000 Digital Endpoint Module (DEM-16)		\$384.00	\$768.00
	1	580.2702	MT5000 Dual T1/E1/PRI (T1M-2) for CS/HX		\$640.00	\$640.00
	2	813.1814	MT5000 CABLE DEM-16 RJ45 TO AMP 50P 3M		\$35.90	\$71.80
	1	840.0229	MT5000 Lic Analog VM HG		\$89.60	\$89.60
	1	907.2660-002	Multi Tech 2 PT V.34 Fax SVR		\$1,343.16	\$1,343.16
	17	840.0417	MT5000 Lic Digital Phone Category E		\$44.80	\$761.60
	2	840.0460	MT5000 Lic BVM 4 PortS		\$640.00	\$1,280.00
	1	841.1152	1GB Compact Flash Mitel 5000 NA		\$46.06	\$46.06
	1	900.0507	MOD 8POS T-1 SURGE S2 VRMS CLAMP SC		\$50.40	\$50.40
	1	900.0509	4 PAIR TELCO PROTECTOR 130 VOLT		\$46.20	\$46.20
	1	901.0528	8 OUTLET STRIP 6' CORD 1RJ11 IN 2		\$23.52	\$23.52
	1	54005233	SWA 5000 CP Base		\$256.00	\$256.00
	1	0	Move to Mitel Rebate -			
					\$3,195.00	
					-\$3,195.00	
	5	R66M150X	BLK CONN PRE-WIRE W/25PR FML C		\$11.70	\$58.50
			FRONTIER FINANCIAL CONSIDERATION			
			15			
	5	306149A	BRACKET		\$1.63	\$8.14
	10	524748A	RING DIST ALUM 1-7/8		\$1.07	\$10.71
	1	DT101G2-8GBZ	Kingston DataTraveler 101 G2 - USB flash drive - 8 GB - USB 2.0 - red		\$18.29	\$18.29
	1	Lot	Installation Materials		\$142.86	\$142.86
	1	SMT750	APC Battery Backup 1 hour		\$364.19	\$364.19
	5	25-3-CX-25-GY	25' 25 pair amphenol switch tail GB#209062576		\$21.43	\$107.14
	1	JD866A#ABA	V1405 5 Port Switch		\$32.86	\$32.86
			Total CPE Material Summary			\$16,188.03

Labor Summary \$5,784.73

Grand Total \$21,972.76

Optional yearly Maintenance after warranty expires, M-F, 8x5, Switchroom \$ 2,037.00

Optional yearly Software Assurance after warranty expires

\$ 256.00

* Quote assumes use of existing cable. Should cabling be needed, a quote can be provided

* System comes with a one year warranty on all parts and labor. Service will be provided by local Frontier Technicians with a maximum of 4 hours for emergency response.

* Free software upgrades are included with this solution for 12 months.

* Quote based on NJPA pricing.

* Move to Mitel Promotion ends October 31, 2012