

ADDENDUM TO AUGUST 15, 2024 LEASE AGREEMENT

THIS ADDENDUM, made and entered by and between the Town of Lapel, Indiana (“Lapel” or “Lessor”) and On-Ramp Indiana, Inc., an Indiana Corporation (“On-Ramp” or Lessee”), witnesseth;

WHEREAS, on or about August 15, 2024 Lapel and Swayzee Telephone Company, Inc. dba Fiberhawk entered into a Lease Agreement (the “Lease Agreement”) with Fiberhawk as Tenant, with respect a parcel of real estate in the Town of Lapel, Indiana (the “Leased Premises”); and

WHEREAS, On-Ramp is presently in the process of acquiring certain assets of Fiberhawk, including Fiberhawk’s interest in and to the Lease Agreement and use of the Leased Premises pursuant thereto; and

WHEREAS, On-Ramp has provided the following document to Lapel to support On-Ramp’s request to assume Fiberhawk’s interest in the Lease Agreement: Certificate of Good Standing; Certificate of Insurance; W-9; and CLEC authorization for operating a fiber/cable plant (copies of which are attached hereto as Exhibits “A” thru “D”);

WHEREAS, the Lease Agreement provides, in part, as follows:

“14. Assignment and Subleasing. Neither may assign this Lease Agreement without written approval of the other, which approval shall not be unreasonably or denied. In the event of such assignment, Lessee shall not be released from any liabilities or obligations hereunder without the express prior written consent of Lessor....”; and

WHEREAS, Lapel agrees to formally substitute On-Ramp Indiana, Inc. as “Tenant” in the Lease Agreement, on the condition that On-Ramp assume all the terms and conditions of the Lease Agreement,

NOW, THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. On-Ramp Indiana, Inc. Is hereby substituted for Swayzee Telephone Company, Inc. dba Fiberhawk as Tenant in the Lease Agreement.

2. On-Ramp specifically agrees to all the terms and conditions and obligations of the Lease Agreement and to assume Fiberhawk’s obligation therein.

3. This Addendum shall be incorporated by reference in to the Lease Agreement and made a part thereof; and, except as expressly provided herein, the Lease Agreement, and all provisions and conditions thereof, are and shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto executed this Addendum to the August 15, 2024 Lease Agreement by their duly authorized representative as of this day of execution.

Dated this _____ day of _____, 2024.

[Signature Page Follows]

DATE:

LANDLORD
Town of Lapel

BY: _____

ITS: President of Town Board

DATE:

TENANT/ASSIGNEE
On-Ramp Indiana, Inc.

BY: _____

ITS: _____

DATE:

ASSIGNEE
Swayzee Telephone Company, Inc.
dba Fiberhawk

BY: _____

ITS: President

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ORIGINAL

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

APPLICATION OF ON-RAMP INDIANA, INC.) CAUSE NO. 44421
FOR A CERTIFICATE OF TERRITORIAL)
AUTHORITY FOR COMMUNICATIONS) APPROVED:
SERVICE PROVIDERS)

JAN 29 2014

ORDER OF THE COMMISSION

Presiding Officer:
Marya E. Jones, Administrative Law Judge

On November 13, 2013, On-Ramp Indiana, Inc. ("Applicant") filed with the Indiana Utility Regulatory Commission ("Commission") its Application for a Certificate of Territorial Authority ("CTA") to provide communications services, specifically information service as defined in 47 U.S.C. § 153(20)¹ and described in the Application, within the State of Indiana. The Commission published notice that Applicant filed an application for a CTA to provide communications services within the State of Indiana. Absent a timely request, the Application may be granted without a hearing.

Based upon information contained in the Application and applicable law, the Commission makes the following findings:

1. **Commission Notice and Jurisdiction.** Due, legal and timely notice of the Application was given and published by the Commission in accordance with General Administrative Order ("GAO") 2011-2 and Ind. Code § 8-1-32.5-9. Applicant requests the issuance of a CTA pursuant to Ind. Code ch. 8-1-32.5 and, therefore, the Commission has jurisdiction over the Applicant and the subject of this Cause.

2. **Commission Discussion and Findings.** The Applicant filed an application for a CTA and information describing its proposed communications services in the State of Indiana.

The Application was filed with the Commission on November 13, 2013. Notice of the Application was posted to the Commission's website. No timely written request for intervention or a hearing was made by any entity during the 30-day posting period, and the Commission has not, on its own motion, determined a need for a hearing in this Cause. Accordingly, no hearing is required in this Cause.

Therefore, based upon the information provided by the Applicant in its Application, the Commission finds that a Certificate of Territorial Authority for information services, specifically

¹ The definition of information service referenced and cited in Indiana Code ch. 8-1-32.5 as 47 U.S.C. 153(20) was amended October 8, 2010 by Public Law 111-260. P.L. 111-260 added seven new definitions to 47 U.S.C. 153. The definition of information service was not changed, but redesignated as 47 U.S.C. 153(24). The current version of Indiana Code ch. 8-1-32.5 refers to the definitions in 47 U.S.C. 153 prior to its amendment.

Internet protocol enabled services and broadband service proposed to be offered within the State of Indiana should be issued to the Applicant, consistent with and subject to the following findings.

The Applicant shall comply with all applicable legal requirements pertaining to the provision of the communications services authorized by this CTA, including, but not limited to, the following:

a. **E-911.** If and to the extent Applicant is a “provider” (as defined in Ind. Code ch. 36-8-16.7-19), Applicant shall provide notice to all counties and Public Service Answering Points (“PSAPs”) covering areas in which the Applicant offers communications service (as defined in Ind. Code ch. 36-8-16.7-7) in Indiana to users (as defined in Ind. Code ch. 36-8-16.7-21), when the offering of communications service commences in the county and the PSAP’s area, in order to facilitate the continued operation of the enhanced emergency telephone systems, provide PSAP database updates to applicable 911 Service Providers and perform all other obligations and responsibilities as set forth in Ind. Code ch. 36-8-16.6 and/or Ind. Code ch. 36-8-16.7, as applicable.

b. **Notice of Initiation of Service.** Pursuant to Ind. Code §§ 8-1-32.5-6(b)(3)(D) and 8-1-32.5-6(a)(9)(A), Applicant shall file a notice with the Secretary of the Commission of Applicant’s “in service” dates (i.e., the dates on which Applicant commences offering communications service) within ninety (90) days of each “in service” date.

c. **Additional Filing Requirements.** Applicant shall file any other data, information, or reports required or requested by the Commission, including but not limited to information concerning the types of service offered and any information needed by the Commission.

d. **Indiana Underground Plant Protection Service.** To the extent Applicant owns, maintains, or otherwise has control over underground facilities, Applicant shall establish and maintain contact with, and provide appropriate notice to, the Indiana Underground Plant Protection Service, the designated administrator of the 811 dialing code in Indiana, and comply with Ind. Code § 8-1-26.

e. **Notice of Changes.** Applicant shall notify the Commission, pursuant to Ind. Code § 8-1-32.5-12, of any change involving either the Applicant or the CTA occurring after the issuance of this CTA. Such notice shall be provided using a Verified Notice of Change form in accordance with GAO 2011-2. If the change involves the provision of other types of services than those approved herein or the reclassification of a communications service approved in this CTA, additional obligations and fees may apply.

f. **Other Customer Notifications.** Applicant shall provide appropriate notice to customers when Applicant offers new communications services, discontinues communications services, and/or increases rates and charges for communications services in any of the Applicant’s service areas in Indiana pursuant to Ind. Code § 8-1-32.5-11(b) and any regulations adopted by the Commission.

IT IS THEREFORE ORDERED BY THE INDIANA UTILITY REGULATORY COMMISSION that:

1. Subject to the Findings set forth in this Order, the Applicant, On-Ramp Indiana, Inc., is hereby issued a Certificate of Territorial Authority as a Communications Service Provider to provide information services, specifically Internet protocol enabled services and broadband service as requested in the Application that is the subject of this Order.

2. This Order shall be effective on and after the date of its approval.

ATTERHOLT, MAYS, AND ZIEGNER CONCUR:

APPROVED: JAN 29 2014

I hereby certify that the above is a true and correct copy of the Order as approved.



**Brenda A. Howe
Secretary to the Commission**

State of Indiana
Office of the Secretary of State

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

I, DIEGO MORALES, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

ON-RAMP INDIANA INC

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on December 17, 1999, and was in existence or authorized to transact business in the State of Indiana on September 26, 2024.

I further certify this Domestic For-Profit Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place. All fees, taxes, interest, and penalties owed to Indiana by the domestic or foreign entity and collected by the Secretary of State have been paid.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, September 26, 2024

Diego Morales

DIEGO MORALES
SECRETARY OF STATE

1999121700149 / 20243989540

All certificates should be validated here: <https://bsd.sos.in.gov/ValidateCertificate>

Expires on October 26, 2024.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER UNICO Group 1128 Lincoln Mall, Suite 200 Lincoln, NE, 68508	CONTACT NAME: Sadie Hagemeyer
	PHONE (A/C No, Ext): (402) 434-7200 FAX (A/C No):
	E-MAIL ADDRESS: shagemeyer@untelinsurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Union Insurance NAIC # 25844
	INSURER B: Hartford Underwriters Insurance Company 30104
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 1727366755371 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR I/TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	RUP3299184-21	9/17/2024	9/17/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Y	RUP3299184-21	9/17/2024	9/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$ 5,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		Y	RUP3299184-21	9/17/2024	9/17/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	91WEAC3KX4	11/17/2023	11/17/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Town of Lapel Indiana Attn: President of Town Board 825 North Main St Lapel, IN, 46051	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 