AGREEMENTS BETWEEN

SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

AND

BROADWEAVE NETWORKS OF UTAH, L.L.C., and BROADWEAVE NETWORKS OF ST. GEORGE, LLC

DATED NOVEMBER 17, 2005

ORIGINAL

1. License Agreement
2. Community Association Communications Services Agreement
3. Ground Lease

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License"), is entered into as of this 17th day of November, 2005 by and between the **STATE OF UTAH**, acting by and through the **SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION** ("**SITLA**"), and **BROADWEAVE NETWORKS OF UTAH, L.L.C.**, a Utah limited liability company, and **BROADWEAVE NETWORKS OF ST. GEORGE LLC**, a Utah limited liability company (collectively "**Broadweave**").

RECITALS:

A. SITLA owns the Premises (as defined herein) located in Washington County, State of Utah, which SITLA desires to license to Broadweave, and which Broadweave desires to license from SITLA. The Premises, as they exist on the date of this License, are legally described on **Exhibit A**.

B. The Premises are easements that SITLA has reserved within the Community (as defined herein) and this License is in the nature of a sub-easement in such SITLA easements.

C. The Premises and the real property comprising the Community have been designated as a development property, as defined in Rule R850-140 of the Utah Administrative Code, and this License is entered into pursuant to such Rule.

D. The Community includes "Superpads" defined as "Neighborhoods" in the Sienna Hills, a Planned Community Development (the "PCD"), as adopted by Washington City Ordinance No. Z-2004-20 dated February 9, 2005.

E. SITLA has agreed to create a community association ("Association") to provide amenities and other offerings as detailed in the to be recorded Declaration of Covenants, Conditions, Restrictions, and Easements for Sienna Hills.

F. It is contemplated that such Association offerings and other amenities will extend to the residential Superpads within the Community. SITLA's plan is to sell the residential Superpads to individual developers that will subdivide the Superpads and construct and sell homes on the created lots.

G. For each residential Superpad to be sold by SITLA, SITLA will require the developer to accept and allow SITLA to record a Declaration of Covenants Regarding Development. At the sale of each Superpad, SITLA will also reserve unto itself easements within the Superpad for the operation of a fiber optics system. SITLA is entering into this exclusive License for the purpose of allowing Broadweave to utilize SITLA's easements to provide fiber optics services to every home within the Community on the terms and conditions set forth herein.

H. The Community will also include institutional and commercial Superpads, some of which SITLA will retain and lease and others SITLA plans to sell. Broadweave has agreed to provide fiber optics services to these commercial and institutional properties on the terms and conditions set forth herein.

I. Broadweave recognizes and accepts that SITLA has significant land holdings in the Washington County area and that Broadweave's actions in Sienna Hills will impact and determine whether SITLA is ever inclined to enter into future agreements with Broadweave.

J. Broadweave has agreed, on the terms and conditions set forth herein, to provide high-quality, affordable, broadband communication services, including telephone service, high-speed Internet access service, and multiple-channel video service.

K. SITLA believes that it will most affordably and effectively be able to secure the Services (as defined herein) for the Community by entering into this License with a qualified communications provider to construct, operate, and maintain a state-of-the-art fiber-to-the-premises network within the Community and to provide Services to the Community, on an exclusive basis consistent with the terms of this License and applicable law.

L. SITLA, after reasonable due diligence, has chosen Broadweave to construct, operate, and maintain the System (as defined herein), and to provide Services to the Community, on an exclusive basis consistent with the terms of this License and applicable law.

M. The parties acknowledge that each is making a substantial investment and/or commitment in entering into this License.

N. SITLA desires, in consideration of Broadweave's substantial investment, to grant to Broadweave, as a material element of its arrangement with Broadweave, certain rights to SITLA's perpetual easements within the Community for the term of this License.

O. SITLA desires, in further consideration of Broadweave's investment and in exchange for an agreement from Broadweave to provide Basic Services (as defined herein) to the Community, to assess on each residential unit sold in the Community the Tap Fee (as defined herein) and to require the individual developers of the Superpads to pay Broadweave the Tap Fee.

P. SITLA acknowledges that it is appropriate and necessary to fully and fairly disclose to each homeowner in the Community (before the sale and settlement of a lot purchase) that Basic Services will be made available as an amenity of each home in the Community and that payment for such availability will be included as part of regular Association's mandatory fees, but billed separately by Broadweave.

Q. Broadweave may, subject to individual arrangements with each homeowner, provide Additional Services (as further defined below) above and beyond the Basic Services to be provided to each home within the Community.

AGREEMENT:

IN CONSIDERATION of the foregoing recitals, the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SITLA and Broadweave hereby agree as follows:

ARTICLE 1
DEFINITIONS

As used herein, the following terms shall have the meanings respectively indicated:

1.1 "Amenity Facility" means those facilities constructed and/or maintained by the Association.

1.2 "Association" means the Sienna Hills Community Association, a Utah nonprofit corporation.

1.3 "Association Services Agreement" means that certain agreement (entitled Community Association Communications Services Agreement) to be entered into between Broadweave and Association to provide Services within the Community.

1.4 "Applicable Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 *et seq.*, the Clean Air Act, 42 U.S.C. Sections 7401, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. Sections 5101 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. Sections 2601 *et seq.*, the Safe Drinking Water Act, 42 U.S.C. Sections 300f through 300j-26, and the Utah Solid and Hazardous Waste Management Act, Sections 19-6-101 *et seq.*, Utah Code Annotated, as such acts have been or are hereafter amended from time to time; any so called superfund or superlien law; and any other federal, state and local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or any time hereafter in effect.

1.5 "Claims" means any and all obligations, debts, costs, and liabilities and any and all demands, causes of action, and claims, of every type, kind, nature or character, direct or indirect, known or unknown, absolute or contingent, determined or speculative, at law, in equity or otherwise, including reasonable attorneys' fees and litigation and court costs. Without limiting the generality of the foregoing, Claims also includes third party claims for personal injury or real or personal property damage, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses (including, without limitation, diminution in value of the Premises or the System, damages, and sums paid in settlement of claims, reasonable attorney's fees, consultant fees, expert fees and any reasonable fees and expenses incurred in enforcing an indemnity obligation. Claims do not mean allegations challenging SITLA's authority to enter into this transaction due to alleged defects in administration procedure or constitutional authority, or similar allegations by competitors relating to SITLA's authority to enter into this transaction, or relating to compliance with SITLA's own rules and regulations.

1.6 "Community" means the planning area or neighborhoods of Sienna Hills, a Planned Community Development, as adopted by Washington City Ordinance No. Z-2004-20, dated February 9, 2005, comprising neighborhoods 1, 2, 3, 4, 4A, 4B, 4C, 5, 6, 7, 8, 9A, 9B, 11A, 11B, 12, 13, 14A, 14B, 15A, 15B, 16, 17, and 18.

1.7 "Effective Date" means the date first written above on this License or the date of execution of the Association Services Agreement, whichever is later.

1.8 "Hazardous Substance" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Utah, or the United States Government, including, without limitation, (a) any substance, chemical or waste that is or shall be listed or defined as hazardous, toxic or dangerous under Applicable Environmental Law; (b) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any federal, state or local governmental authority pursuant to any environmental, health and safety or similar law, code, ordinance, rule, regulation, order or decree and which may or could pose a hazard to the health and safety of occupants or users of the Premises or any part thereof or any adjoining property or cause damage to the environment; (c) any petroleum products; (d) PCBs; (e) leaded paint; and (f) asbestos and asbestos containing materials.

1.9 "Home" means a single-family residential structure or a separate condominium or apartment unit within a multi-unit structure constructed in the Community.

1.10 "Homeowner" means an occupant of a Home.

1.11 "PCD" means the Planned Community Development for Sienna Hills as described in Washington City Ordinance No. Z-2004-20 dated February 9, 2005.

1.12 "Premises" means perpetual easements created and owned by SITLA within the real property described on Exhibit A.

1.13 "Serviced Facility" means commercial, institutional and non residential structures in non-residential Neighborhoods as identified and described in the PCD.

1.14 "Services" means high-quality, affordable, broadband communication services, including telephone service, high-speed Internet access service, and multiple-channel video service.

1.15 "SITLA Indemnitee(s)" means SITLA and the State of Utah and their respective officers, directors, employees, agents, elected and appointed officials, successors and assigns.

1.16 "System" means a state-of-the-art fiber-to-the-premises network constructed within the Community to provide the Services to all Homes and Amenity Facilities and capable of providing Services to all Serviced Facilities.

ARTICLE 2
LICENSE TO USE THE PREMISES

2.1 License. Subject to the terms and conditions of this License and in consideration of the covenants of Broadweave contained in this License, SITLA grants an exclusive license of the Premises to Broadweave, as of the Effective Date, in "AS IS" condition, including any and all defects, latent or otherwise existing as of the Effective Date. SITLA warrants title to the

Premises against those claiming by, through, or under SITLA, but not otherwise: ***SUBJECT, HOWEVER***, to: (a) current taxes and assessments (if applicable), and all rights-of-way, easements, covenants, conditions, restrictions, mining claims, mineral leases, obligations, and liabilities of record as of the date hereof; (b) all matters which an accurate survey or physical inspection of the Premises would disclose; and (c) all zoning and building code requirements and other governmental laws, rules, ordinances and regulations now or hereafter in effect.

2.2 Conduit and Space Accommodations. SITLA shall provide to Broadweave, without charge to Broadweave: (a) access to SITLA's conduit facilities for the installation of Broadweave's fiber optic cabling in Washington Parkway and access to trenches in arterial roads within the Community constructed under the PCD; (b) a ground lease, in the form of the attached Exhibit B, for space accommodations for the installation of Broadweave's equipment (e.g., video head-end equipment, telephone switching equipment, and Internet access or routing equipment), a satellite pad as per Broadweave's specifications in a location mutually agreed to by the parties (the "NOC Site"), and an electric power connection (up to and including the meter) to the NOC Site according to Broadweave's power requirements; and (c) locations within the Premises, at no charge to Broadweave, that Broadweave finds reasonably necessary to place its fiber optic nodes for the implementation of the System. The parties shall use reasonable best efforts to agree upon a mutually beneficial location and aesthetic design for all visible structures.

2.3 Access. The License granted herein shall provide to Broadweave, its agents and employees, at no charge, rights of reasonable access to and use of the Premises in order to construct, operate, repair, replace and maintain the System, as well as to market and provide Services in accordance with this License and the Association Services Agreement. Broadweave's rights under this License shall include, but are not limited to, the right to erect, install, use and maintain, in the Premises and common areas of the Community, feeder cable, lock boxes, taps, drop cables, and other facilities which may be necessary for Broadweave's performance under this License and the Association Services Agreement. The License shall be private and exclusive for the term of this License. In the event a right granted under this License is impeded or challenged, SITLA will cooperate with Broadweave in any efforts to enforce the License, the private nature thereof, or any provision thereof, including, but not limited to, efforts to obtain injunctive relief. Any time either party receives correspondence regarding or relating to a License challenge, such party shall provide a copy of such correspondence to the other party.

ARTICLE 3
TERM

3.1 Commencement Date and Term. This License shall commence on the Effective Date for a term of twenty-five (25) years.

3.2 Renewal. This License will automatically renew for an additional twenty-five (25) year renewal term upon expiration of the first term or any subsequent renewal term, provided, however, that during any renewal term, either party may terminate this License, for any reason whatsoever, upon one (1) year's prior written notice.

ARTICLE 4
BROADWEAVE RESPONSIBILITIES

4.1 System. Broadweave shall design, construct, operate, repair, and maintain the System. The System shall be constructed to provide the Services to each Home and Amenity Facility in the Community, and be capable of providing Services to each Serviced Facility depending on whether the owner of each such Serviced Facility enters into a services agreement with Broadweave.

(a) System Installation Costs. Broadweave shall pay all costs and expenses incurred by it in installing the System, subject to SITLA's reasonable cooperation and reasonable best efforts to mitigate expenses.

(b) System Facilities. Broadweave shall construct the System such that it will extend to and include a Network Interface Device ("NID") located at or on each Home, Amenity Facility, or Serviced Facility according to Broadweave's wiring specifications applicable to such Home, Amenity Facility or Serviced Facility. The System will not include any wiring extending from the NID to points within a home or facility, the NID being a demarcation point under applicable federal law. Broadweave agrees to maintain the System, including batteries in the NID, at Broadweave's sole expense.

(c) System Quality. Broadweave shall construct the System such that all component parts of the System, and the integrated System as a whole, shall use standards based technology that shall meet or exceed generally accepted industry standards as to quality and performance. Broadweave agrees that it shall not use proprietary technologies or components in constructing the System.

(d) Performance Standards. Broadweave shall at all times abide by applicable laws, regulations and reasonable industry practices (including reasonable industry standards of construction and reliability) in constructing, operating, and maintaining the System. Broadweave covenants to operate the System in a manner that meets or exceeds then current market standards, including those standards of the incumbent local exchange carrier and other local competitors of like services in Washington County. Broadweave covenants to construct its System so that it will be ready to operate and provide Services to every completed Home in the Community within one (1) day of the issuance of a certificate of occupancy for any such Home, provided the developer/builder of such Home has complied with its notice obligations under the Fiber Optics Stipulations attached as Exhibit E.

(e) Work Site Conditions. Broadweave shall maintain its work sites in the Community in a reasonably clean, neat and safe condition.

(f) Underground Installation. To the extent reasonable and practicable, and except in extraordinary circumstances (including, but not limited to, concentrations of ground rock), Broadweave shall install the appropriate components of the System (such as transmission and distribution wires, cables, ducts, junction boxes, splice boxes, enclosures, and conduits) underground.

(g) Coordination with Developers and Other Utilities. Broadweave shall not unreasonably interfere with or disturb the installation and maintenance activities of other utilities authorized to operate in the Community, provided that such other utilities reasonably coordinate their installation and maintenance activities with Broadweave. Broadweave, however, may utilize the general excavation or trenching done by a developer and/or utility companies within the Community, consistent with arrangements for such cooperating and utilization contemplated by the Fiber Optics Stipulations attached as an exhibit to Development Declarations recorded at the time of the sale of residential Superpads within the Community. Broadweave acknowledges that its System will be co-located and installed in trenches that will be occupied or crossed by other utilities, which utilities will provide services other than the Services.

(h) Damage Repair. Broadweave shall repair any physical damage to the Community, and shall reasonably replace any displaced facilities or improvements, including any trees, shrubbery, or grass located thereon, resulting from its construction, operation, or maintenance of the System; provided, however, that Broadweave shall not be responsible for normal wear and tear on the Community, nor shall it be held liable for damage to underground cables and/or other facilities within any right-of-way appurtenant to or servicing the Community that are mislocated or not constructed or installed in accordance with national electric codes or local utility codes.

(i) Authorizations. Broadweave shall, at Broadweave's expense and at such times as may be required under applicable laws and regulations, obtain and maintain all material permits, franchises, contracts, licenses, consents, authorizations from governmental agencies or third parties and any easements or rights-of-way outside of the Community that are reasonably necessary to construct, operate, and maintain the System and/or to provide Services to the Community.

4.2 Letter of Credit Securing Construction of System. As security for Broadweave's obligations hereunder, Broadweave shall obtain a letter of credit, from a financial institution reasonably acceptable to SITLA, in the amount of $1 million prior to commencing any construction activities hereunder. At the one-year anniversary of the Effective Date hereof, the letter of credit required by this paragraph shall increase to $2 million and at the two-year anniversary of the Effective Date hereof, the letter of credit amount shall increase to $3 million; provided, however, that SITLA agrees to re-evaluate the amount required under the letter of credit at the two-year and three-year anniversary dates specified above to determine if any adjustments are in order. Any such letter of credit (or multiple letters, as the case may be) shall be in favor of SITLA, and be on "sight draft" form and shall be returned after Broadweave completes construction of the System. As Broadweave constructs and operates portions of the System, the amount of the letter of credit may be reduced. The parties shall execute a letter of credit agreement with the financial institution selected before construction of any portion of the System.

ARTICLE 5
COVENANTS, REPRESENTATIONS AND WARRANTIES

5.1 SITLA. SITLA covenants, represents and warrants as follows:

(a) License. SITLA is able to enter into this License and has good and marketable title to the Premises subject of the License. SITLA will not grant, and has not granted, any other licenses, easements or other rights of any nature within the Community that may reasonably be anticipated to violate Broadweave's exclusive right to provide the Services to Homes within the Community or to interfere with Broadweave's exercise of its rights under License, without first submitting such proposal to Broadweave for review and approval or disapproval.

(b) Association Services Agreement. Upon execution of this License, SITLA will cause the Association to execute the Association Services Agreement attached hereto as Exhibit C.

(c) Exclusive Marketing. SITLA will not market or authorize any other person to market any other fiber optics or communications services provider within the Community during the term of this License.

(d) Memorandum of License. Promptly after the Effective Date, SITLA will record a memorandum in the form attached as Exhibit D.

(e) Fiber Optic Development Stipulations. SITLA will record the Fiber Optic Stipulations shown on the attached Exhibit E against all residential properties in the Community. The Fiber Optic Stipulations will be attached to the Declaration of Covenants Regarding Development that SITLA will record upon the sale of each of the residential properties in the Community to a developer of a residential Superpad. In addition, each such Declaration shall include: (i) provisions mandating developers to comply with Broadweave's Home Wiring Specifications, which provisions will be an attachment to such Declaration; and (ii) provisions mandating developers must have each purchaser of Homes in the Community sign Broadweave's Acknowledgement of Services, which acknowledgment also must be an attachment to such Declaration.

(f) Organization and Standing. Association will be a Utah nonprofit corporation, duly organized and in good standing under the laws of Utah. SITLA is an agency of the State of Utah.

(g) Authorization and Binding Obligation. SITLA represents and warrants that it has full power and authority to enter into, deliver and fully perform its obligations and responsibilities under this License, including, without limitation, all authority required pursuant to R850-140-100, et seq., and any and all other statutes, rules, or provisions that govern the business dealing of SITLA. Upon execution, this License will constitute a valid and binding obligation of SITLA, enforceable against SITLA in accordance with its terms.

(h) No Prohibition on Performance. There exists no event or circumstance within the control of SITLA, or to the knowledge of SITLA, that precludes or prohibits SITLA from performing its obligations under this License.

(i) Approvals, Authorizations and Inspections. SITLA covenants that it will cooperate with Broadweave in Broadweave's effort to obtain any and all approvals and authorizations, or during any inspections, required for the System. In furtherance of the foregoing, SITLA covenants to maintain, or to cause to be maintained, the condition of the Premises in the Community in a manner sufficient, as determined in Broadweave's reasonable discretion, to permit Broadweave to install and maintain the System and to maintain its rights and obligations under this License and applicable law.

5.2 Broadweave. Broadweave covenants, represents and warrants the following:

(a) Organization and Standing. Each of the Broadweave entities is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Utah.

(b) Authorization and Binding Obligation. Broadweave has full limited liability company power and authority to enter into, deliver and fully perform its obligations and responsibilities under this License and the Association Services Agreement. This License has been duly executed and delivered by Broadweave, and constitutes the valid and binding obligation thereof, enforceable against Broadweave in accordance with its terms.

(c) No Prohibition on Performance. There exists no event or circumstance within the control of Broadweave, or to the knowledge of Broadweave, which precludes or prohibits Broadweave from performing its obligations under this License and the Association Services Agreement.

(d) Governmental Authorizations. Broadweave will obtain all necessary permits, licenses, franchises, and authorizations, to the extent required, to construct and operate the System, as well as provide the Services.

(e) Compliance with Laws. In the exercise of the rights, privileges, and licenses granted herein, Broadweave shall comply with all applicable local, state and/or federal laws, regulations, standards and specifications relating to the installation, operation, use, maintenance, repair, and replacement of the System.

(f) Covenant to Operate. Broadweave covenants to operate the System continuously in accordance with all regulations, laws and requirements, the requirements of this License and the Association Services Agreement. Broadweave further covenants that at no time will it cease or allow the System to cease operating based upon a default or termination as defined herein and that in the event this License terminates, Broadweave will ensure that the System continues operating until such time as another obtains and begins to operate the System as set forth in **Section 12.1(b)** herein or until such time as another provides Services to the Community (provided that Broadweave is compensated for the same in accordance with the pricing provisions of the Association

Services Agreement). The requirements of this subpart (f) covenant to operate shall survive termination or expiration of the License.

(g) Broadweave Revenue Sharing Program. Broadweave shall share revenues Broadweave earns from the System with SITLA as detailed in the attached Exhibit F. Broadweave will pay SITLA quarterly. The revenue sharing program shall not include taxes, equipment rental fees, installation charges, or regulatory fees and charges such as: 911 relay and e911 access, Utah Poison Control Center Surcharge, Federal Access Charge, Federal Universal Service Fund, Local Number Portability Charge, Federal Excise Tax, Extended Area Calling Charge, Utah Universal Service Support Fund, Utah combined and use tax, Cable/Satellite tax/franchise fees, and any other similar governmental tax, fee or charge. Broadweave agrees to maintain confidential the amount of revenue shared with SITLA.

(h) Commercial and Institutional Properties. For any of the institutional and commercial Superpads to which Broadweave provides Services (it being expressly understood and agreed that commercial and institutional properties will not be members of the Association), Broadweave shall pay to SITLA the applicable percentage, as described in Exhibit F hereto, for all revenues received by Broadweave. For any institutional and/or commercial Superpad to which Broadweave provides Services, the wiring for such Serviced Facility shall comply with the commercial wiring specifications attached hereto as Exhibit G.

(i) Audit and Reporting. Upon reasonable notice, SITLA shall have the right to audit and copy the accounting records of Broadweave that relate to the provision of Services or expenses incurred in constructing the System. During the term of this License, Broadweave shall also provide SITLA with quarterly revenue reports summarizing all revenues earned from the System.

(j) Revenue and Permit Covenants. Pursuant to Utah Code Ann. §53C-4-202, Broadweave agrees as follows: (i) Broadweave shall promptly pay all revenue payments payable hereunder, as and when due hereunder, upon demand; (ii) no waste may be committed by Broadweave on the Premises; (iii) the Premises shall be promptly surrendered by Broadweave at the expiration of the Term; (iv) Broadweave shall not assign or sublet the Premises or this License without the prior written consent of SITLA's Director, except as expressly provided herein; and (v) failure by Broadweave to pay the agreed revenue payments for a period of one (1) month from the time such revenue payment is due may result in a termination of the License and require Broadweave to transfer the System as set forth in Article 12 herein.

ARTICLE 6
MUTUAL WAIVER OF LIABILITY FOR CONSEQUENTIAL DAMAGES

6.1 NOTWITHSTANDING ANYTHING IN THIS LICENSE TO THE CONTRARY, NEITHER BROADWEAVE NOR SITLA WILL BE LIABLE TO THE OTHER,

THEIR RESPECTIVE AFFILIATES, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, OR ANY THIRD PARTY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES, LOSSES, ALLEGATIONS, CLAIMS, SUITS, OR OTHER PROCEEDINGS, EXPENSES, LIABILITIES, OR COSTS (INCLUDING LEGAL FEES), INCLUDING LOSS OF PROFITS, EARNINGS, BUSINESS OPPORTUNITIES, OR DATA, IN ACCURACY OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR PERSONAL INJURY (INCLUDING DEATH), RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, (I) THE PERFORMANCE OR NON PERFORMANCE OF THIS AGREEMENT (IT BEING AGREED THAT DIRECT DAMAGES RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH ANY EVENT OF DEFAULT DUE TO A PARTY'S FAILURE TO CURE ITS BREACH OF THIS AGREEMENT ARE EXCLUDED FROM THIS LIMITATION OF LIABILITY); (II) USE OF ANY SERVICES PROVIDED HEREUNDER BY A HOMEOWNER OR ANY THIRD PARTY, WITHOUT LIMITATION; (III) A CONTENTION THAT THE USE OF SUCH SERVICES BY HOMEOWNER OR ANY THIRD PARTY INFRINGES THE COPYRIGHT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY, OR CONTRACTUAL RIGHT OF ANY THIRD PARTY; (IV) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, NONDELIVERIES, MISDELIVERIES, TRANSMISSION, OR ANY FAILURE OF PERFORMANCE OF THE SERVICES; (V) ACTS OR OCCURRENCES BEYOND THE OTHER'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION FORCE MAJEURE, AS DEFINED HEREIN, OR FAILURE OF PERFORMANCE BY AN ENTITY PROVIDING PREREQUISITE SERVICES RELATED TO THE PROVISION OF THE SERVICES TO THE COMMUNITY; (VI) THE CONTENT OF SERVICES AVAILABLE ON THE INTERNET OR OTHERWISE AVAILABLE THROUGH THE SERVICES, INCLUDING THE ACCURACY, QUALITY, AND CONFIDENTIALITY OF INFORMATION OBTAINED THROUGH THIRD PARTIES THROUGH THE SERVICES; (VII) THE ACTIVITIES OF OTHER INTERNET USERS IN ACCESSING OR MONITORING ANY HOMEOWNER'S OR THIRD PARTY'S COMPUTERS OR INTERNET APPLIANCE OR THEIR RESPECTIVE USE OF THE SERVICES; AND/OR (VIII) UPSTREAM VOICE AND DATA PROVIDER FAILURES, UPSTREAM SATELLITE PROVIDER FAILURES, HOME-WIRING FAILURES (INCLUDING FAILURE OF SUCH TO MEET SPECIFICATIONS REQUIRED OF HOMEOWNERS), HOME COMPUTER FAILURES, HACKERS, COMPUTER VIRUSES, POWER FAILURES, NATURAL DISASTERS, AND/OR DAMAGE CAUSED TO FIBEROPTIC CABLE OR OTHER COMPONENTS OF THE SYSTEM CAUSED BY HOMEOWNERS, ASSOCIATION, OR THIRD PARTIES.

ARTICLE 7
USE OF PREMISES

7.1 Use. Broadweave shall have the right to improve, use and operate the Premises solely for the construction, operation, repair, maintenance and replacement of the System and the marketing and provision of Services to the Community only, and none others, all of which shall be at the sole expense of Broadweave.

7.2 Modification of Premises. SITLA retains the right to modify the scope or location of the easements that comprise the Premises in SITLA's sole discretion, provided, however, that no modification shall deny Broadweave access to lots or parcels within the Community. If any such modification is required by SITLA, then SITLA will be responsible to pay Broadweave for the reasonable and incurred relocation costs.

7.3 No Management Responsibilities. SITLA shall have no management responsibilities with respect to the activities or operations of Broadweave under the License.

7.4 Nuisances. Broadweave agrees not to conduct or permit to be conducted any public or private nuisance on or from the Premises. Broadweave agrees not to permit or commit any waste of the Premises.

7.5 Environmental Compliance.

(a) Restrictions on Hazardous Substances; Remedial Work. Broadweave shall not cause or permit any Hazardous Substance to be brought, kept or used in or about the Premises by Broadweave, its officers, directors, owners, agents, employees, contractors, or subcontractors except in commercial quantities not in violation of Applicable Environmental Law and similar to those quantities usually kept on similar premises by others similarly situated. Broadweave, its officers, directors, owners, agents, employees, contractors, and subcontractors shall use and dispose of such materials in compliance with all applicable federal, state and local laws, including, without limitation, Applicable Environmental Law. If the presence of any Hazardous Substance on, in or under the Premises caused or permitted by Broadweave, its officers, directors, owners, agents, employees, contractors or subcontractors results in any contamination of the Premises, Broadweave shall promptly take all actions, at its sole expense, as are reasonably necessary to return the affected area to the condition existing prior to the introduction of any such Hazardous Substance, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment or restoration work required by Applicable Environmental Law because of the presence of any such Hazardous Substance on, in or under the Premises or any release or suspected release or threat of release of any such Hazardous Substance in the air, soil, surface water or ground water (collectively, the "**Remedial Work**"). Broadweave shall obtain all necessary licenses, manifests, permits and approvals to perform the Remedial Work. Broadweave shall promptly perform all Remedial Work and the disposal of all waste generated by the Remedial Work in accordance with all Applicable Environmental Law.

(b) Compliance with Applicable Environmental Law. Without limiting the generality of the foregoing or any other provision of this License, Broadweave shall be solely and completely responsible for insuring that the Premises and all activities thereon (including activities of Broadweave, its officers, directors, owners, employees, agents, contractors and subcontractors) comply fully with Applicable Environmental Law, and for responding to, defending against and/or complying with any administrative order, request or demand relating to (i) potential or actual contamination occurring on the Premises during the term of the License, (ii) third party claims for Remedial Work

relating to potential or actual contamination occurring on the Premises as a result of a breach by Broadweave of its obligations under 7.5(a) during the term of the License or for the costs of any such Remedial Work or for the costs of any such Remedial Work which the third-party claimant has undertaken, whether such order, request, demand or claim names SITLA, Broadweave or both. Broadweave's responsibility under this Section includes, but is not limited to, promptly responding to such orders, requests, demands and claims on behalf of SITLA and defending against any assertion of SITLA's financial responsibility or individual duty to perform thereunder.

(c) Indemnification. Broadweave shall indemnify, save harmless and defend each of the SITLA Indemnitees for, from and against any and all Claims incurred by, sought from or asserted directly or indirectly against any SITLA Indemnitee during or after the term of this License as a result of the presence of any Hazardous Substance on, in or under the Premises or any release of any Hazardous Substance into the air, soil, surface water or ground water, which Hazardous Substance was brought, kept or used in or about the Premises by Broadweave, its officers, directors, owners, employees, agents, contractors or subcontractors, or as a result of a breach by Broadweave of its obligations under this **Section 7**. Broadweave shall assume, pursuant to the foregoing indemnity, any liabilities or responsibilities which are assessed against any SITLA Indemnitee in any action described under **Section 7(b)** and under this **Section 7(c)**. Broadweave shall promptly provide to SITLA copies of all communications, filings or other writings, photographs or materials given to or received from any Person or Governmental Authority in connection with any cleanup or Remedial Work conducted by Broadweave, and shall notify SITLA of, and permit SITLA's representative to attend any meetings or oral communications relating thereto.

(d) Pre-existing Exclusion. Notwithstanding anything to the contrary contained herein, Broadweave shall have no liability or obligation for any Hazardous Substance existing on the Premises prior to the Effective Date.

7.6 Construction. All Broadweave improvements shall be constructed at the sole cost and expense of Broadweave by Broadweave and duly licensed and reputable contractors, in a first class workmanlike manner, and in full compliance with the requirements of any and all laws, ordinances, permits, licenses, and regulations applicable thereto, including zoning and building code requirements of all governmental authorities at the time said Broadweave improvements are constructed, including, without limitation, the Americans with Disabilities Act of 1990 and applicable state regulations relating to the construction and operation of the System. All such Broadweave improvements shall be constructed to the then applicable industry standards for like projects. Broadweave shall obtain and maintain, at no cost to SITLA, any and all bonds, letters of credit or other assurances of completion required by any governmental authorities in connection with the construction of any Broadweave improvements and shall provide copies of such items to SITLA upon written request from SITLA.

7.7 Development at Broadweave's Expense. Broadweave shall bear all expenses in connection with the design, pre-development, development, improvement, construction, alteration and repair of the System and all other Broadweave improvements on the Premises and

shall indemnify, defend and hold the SITLA Indemnitees harmless for, from and against any and all Claims associated therewith or arising therefrom.

7.8 Indemnification Obligations with Respect to Broadweave Improvements. Broadweave agrees to indemnify, defend, and hold the each of the SITLA Indemnitees free and harmless for, from and against any and all Claims arising out of or in connection with any failure of Broadweave to comply, in its use of the Premises, with all applicable governmental laws, rules and regulations or any failure of Broadweave to maintain its System in the Premises in a safe condition.

7.9 Mechanics' Liens.

(a) Broadweave Is Not SITLA's Agent. The parties agree, and notice is hereby given, that Broadweave is not the agent of SITLA for the construction, alteration or repair of any Broadweave Improvements, the same being done at the sole direction and expense of Broadweave. All contractors, materialmen, mechanics, and laborers are hereby charged with notice that they must look only to Broadweave for the payment of any charge for work done or material furnished on the Premises during the term of the License. Broadweave shall have no right, authority or power to bind SITLA or any interest of SITLA for the payment of any claim for labor or material, or for any charge or expense, incurred by Broadweave as to improvements, alterations or repairs on or to the Premises, and Broadweave shall post notices on the Premises during all construction work of any nature whatsoever that SITLA is not responsible for any material and labor used on the Premises.

(b) Covenant Against Mechanics' Liens. Broadweave shall not suffer or permit to be enforced against the Premises, or any part thereof, and shall indemnify and hold each of the SITLA Indemnitees and the Premises harmless for, from, and against any mechanic's, materialmen's, contractor's or subcontractor's liens arising from, and any claim for damage growing out of, the work of any construction, repair, restoration, replacement, or improvement done by or on behalf of Broadweave and all Claims associated therewith. Broadweave shall pay or cause to be paid all of such liens, claims, or demands before any action is brought to enforce the same against the Premises. If Broadweave shall in good faith contest the validity of any such lien, claim, or demand, then Broadweave shall, at its expense, defend itself and SITLA against the same and shall pay and satisfy any adverse judgment that may be rendered thereon prior to execution thereof and in the event of any such contest Broadweave shall, at the request of SITLA, provide such security as SITLA may reasonably require to protect the interests of SITLA in the Premises from the effect of such lien.

7.10 Notices and Filings. Broadweave shall provide SITLA with copies of any and all filings with and notices to any and all governmental authorities with respect to the Premises and copies of any and all notices, complaints, or other actions by any governmental authority received by Broadweave or its agents with respect to the Premises.

ARTICLE 8
CONFIDENTIALITY

8.1 Confidential Records. If Broadweave in the performance of its obligations under this License provides SITLA with information it designates as confidential, SITLA will classify such information as a protected record as that term is defined in the Governmental Records and Access Management Act, Utah Code Ann. §63-2-304, provided that such information is classifiable as a protected record. Broadweave agrees to maintain the amount of the revenue payments to SITLA confidential.

ARTICLE 9
INSURANCE AND INDEMNITY

9.1 Indemnity.

(a) General Indemnity. SITLA shall not be liable for and Broadweave covenants and agrees to indemnify and save all SITLA Indemnitees entirely harmless for, from and against, each and every Claim brought by a third party arising out of any accident or other occurrence causing injury to or death of persons or damage to property by reason of construction or maintenance of any Broadweave improvements, of any additions, alterations or renovations thereto, or due to the condition of any Broadweave improvements on the Premises, or the use or neglect thereof by Broadweave or any agent, employee, invitee, contractor, or customer of Broadweave. Broadweave further agrees to indemnify and save all SITLA Indemnitees and the interests of SITLA in the Premises entirely harmless for, from and against all Claims brought by a third party arising out of any failure of Broadweave to comply with any of Broadweave's obligations under this License, including without limitation reasonable attorneys' fees and court costs.

(b) Provisions Relating to All Indemnities. Each provision of this License imposing an indemnification obligation on Broadweave is in addition to all other indemnification provisions and shall not be construed in a manner that modifies or limits any other indemnification provision in this License. All indemnification provisions in this License shall survive the expiration or earlier termination of this License as to Claims arising or accruing prior to the expiration or earlier termination of this License. The indemnification provided by Broadweave in this **Section 9.1** and elsewhere in this License shall not be construed or interpreted as in any way restricting, limiting or modifying Broadweave's insurance or other obligations under this License, and such indemnification provisions are independent of Broadweave's insurance and other obligations. Broadweave's compliance with the insurance requirements and other obligations under this License does not in any way restrict, limit or modify Broadweave's indemnification obligations under this License.

9.2 Waivers. To the fullest extent permitted by law, Broadweave hereby waives all Claims against SITLA arising from the following, except to the extent resulting from the gross negligence or willful misconduct of SITLA, its agents, servants, contractors, or employees: (a)

any personal injury, bodily injury or property damage occurring in or at the Premises; (b) any loss of or damage to property of Broadweave, its subtenants, agents, contractors, or employees located in the Premises by theft or otherwise; (c) any personal injury, bodily injury, or property damage caused by occupants of property adjacent to the Premises or the public or by the construction of any private, public, or quasi-public work occurring in the Premises; (d) business interruption or loss of use of the Premises suffered by Broadweave; (e) damages or injuries or interference with Broadweave's business, loss of occupancy or quiet enjoyment and any other loss resulting from the exercise by SITLA of any right or the performance by SITLA of any of SITLA's obligations under this License; or (f) any bodily injury to an employee of Broadweave, its subtenants, agents, contractors, or employees arising out of and in the course of employment of the employee and occurring anywhere in or about the Premises.

9.3 Certain Insurance Not Required. Nothing in this License shall be deemed to require Broadweave to obtain or maintain any earthquake, flood, rental loss, or business interruption insurance.

9.4 Liability Insurance. Throughout the License Term, Broadweave shall provide and maintain commercial general liability insurance (including contractual liability coverage) insuring it against claims for personal injury, bodily injury or death, and property damage or destruction arising out of Broadweave's negligent acts or omissions or arising out of its indemnity obligations under this L icense. Such insurance shall be written with an insurer licensed to do business in the State of Utah and shall name SITLA as additional insured. The limits of liability of all such insurance shall be not less than Two Million Dollars ($2,000,000.00) combined single limit (covering personal injury, bodily injury or death and property damage or destruction) per occurrence, with a deductible not to exceed Ten Thousand Dollars ($10,000). The limits of such insurance shall not limit the liability of Broadweave under this License. Broadweave shall furnish SITLA with certificates evidencing such insurance.

9.5 Other Insurance. Broadweave shall, at all times during the term of the License and at the sole cost and expense of Broadweave, maintain and keep in force:

(a) Workmen's Compensation Insurance. All workmen's compensation insurance on its employees, if any, required under the applicable workmen's compensation laws of the State of Utah;

(b) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance shall be maintained in an amount not less than One Million Dollars ($1,000,000.00) and shall include coverage for bodily injury and property damage arising out of the use of a vehicle while in the performance of any duty relating to this License; and

(c) Other Coverages. Such other and additional insurance policies as a prudent ground lessee or developer in the position of Broadweave would maintain or as is required from time to time by applicable law, consistent with industry standards applicable to Broadweave's business, other than those referred to in **Section 9.3**. SITLA shall be an additional insured on all such policies.

9.6 Policy Requirements. All insurance policies required or otherwise provided and maintained under this **Article 9** shall contain provisions to the effect that the insurance shall not be canceled or modified without 30 days prior written notice to SITLA and that no modification shall be effective unless approved in writing by SITLA. All such policies shall be issued by a commercially reasonable company or companies, financially responsible and authorized to do business in the State of Utah, as Broadweave shall determine, and shall be approved by SITLA, such approval not to be unreasonably withheld or delayed. The various coverage limits stated in this Article 9 shall be modified from time to time as requested by SITLA to reflect reasonable and customary practices in the communications industry.

ARTICLE 10
ASSIGNMENT BY BROADWEAVE

10.1 Assignment. Broadweave understands, acknowledges, and agrees that SITLA is entering into this License and the transactions contemplated by this License on the basis of and in reliance on the identity and control of Broadweave and its members, the expertise of Broadweave and its members in the fiber optics business, and reputation and financial capabilities of Broadweave and its members. Accordingly, except as otherwise provided in this Article 10, Broadweave shall not directly or indirectly, voluntarily or by operation of law, sell, assign, sublet, encumber, pledge or otherwise transfer or hypothecate all or any part of the Premises or Broadweave's interest therein (collectively an "**Assignment**"). In addition to any other provisions of this Article 10, Broadweave shall not enter into any Assignment without the prior approval of SITLA's Board, which shall review such Assignment consistent with the Board's fiduciary responsibilities to SITLA's beneficiaries.

10.2 Request for Consent. If Broadweave desires at any time to enter into an Assignment of the License or any portion thereof, Broadweave shall, at least sixty days prior to the effective date of the Assignment, request in writing SITLA's consent to the Assignment and provide the following:

(a) The name of the proposed assignee or subtenant (the "**transferee**") and the names of the individuals ultimately owning or controlling, directly or indirectly, the proposed transferee;

(b) A copy of the proposed Assignment; and

(c) A detailed description of the proposed transaction, together with a written authorization from Broadweave authorizing SITLA, its agents, representatives, and advisers to contact the proposed transferee to discuss and verify any and all aspects of the proposed transaction and the information provided by Broadweave pursuant to this **Section 10.2**.

At least thirty (30) days prior to the effective date of the Assignment, Broadweave shall provide to SITLA such information concerning the proposed transferee and transaction as SITLA shall have reasonably requested following its receipt of Broadweave's request for consent, including,

without limitation, detailed information as to the identity of the proposed transferee (including the identity of all entities and individuals, other than shareholders in a publicly traded company who own directly or indirectly any ownership interest in the transferee), detailed financial information with respect to the proposed transferee, information demonstrating the business experience and reputation of the proposed transferee in the communications industry, and such other information as SITLA reasonably deems appropriate to its decision to approve or disapprove.

10.3 Conditions to Consent. At any time within thirty days after SITLA's receipt of the notice specified in **Section 10.2** and the information that Broadweave is required to provide pursuant to **Section 10.2**, SITLA may by written notice to Broadweave elect either to (a) consent to the proposed Assignment, or (b) refuse to consent to the proposed Assignment. In this regard, SITLA and Broadweave agree (by way of example and without limitation) that it shall be reasonable for SITLA to withhold its consent if any of the following situations exist or may exist:

(a) In SITLA's reasonable business judgment, the proposed transferee lacks sufficient business expertise or experience to successfully and profitably operate the System:

(b) The financial condition of the proposed transferee is unacceptable to SITLA, in SITLA's reasonable judgment, to enable such proposed transferee to fully and timely perform the terms and conditions of this License, including the indemnification obligations of the Broadweave under this License:

(c) In SITLA's reasonable judgment, operation of the System by the proposed transferee would materially reduce the amount of revenue that SITLA would receive over the life of the License or would materially increase the risk to any of the SITLA Indemnitees of any Claims for which SITLA has been indemnified by Broadweave; or

(d) A Broadweave Event of Default [defined below] has occurred and is continuing or an event has occurred which is continuing that, with the passage of time and/or the giving of notice, would constitute a Broadweave Event of Default.

Nothing contained in this Article 10 shall prohibit SITLA from requesting additional information if Broadweave, or its successor, is a debtor in a bankruptcy case.

10.4 Effect of Consent. If SITLA consents to the Assignment within said thirty day period, Broadweave may enter into such Assignment of the License or portion thereof, but only upon the terms and conditions set forth in the notice furnished by Broadweave to SITLA pursuant to **Section 10.2**. Broadweave shall promptly provide to SITLA a copy of the fully executed Assignment.

10.5 No Release; Improper Assignment Void. No consent by SITLA to any Assignment by Broadweave shall relieve Broadweave of any obligation to be performed by Broadweave under this License, whether arising before or after the Assignment. The consent by SITLA to any Assignment shall not relieve Broadweave of the obligation to obtain SITLA's express written consent to any other Assignment. Any Assignment that is not in compliance

with this Section shall be absolutely null and void, shall be an Event of Default and, at the option of SITLA, shall entitle SITLA to immediately terminate this License. The acceptance of payment of any other monetary obligation by SITLA from a proposed assignee or sublessee shall not constitute the consent by SITLA to such Assignment.

10.6 Transferee Obligations. Each transferee shall assume, as provided in this Section, all obligations of Broadweave under this License and shall be and remain liable jointly and severally with Broadweave for the payment of all monetary obligations hereunder, and for the performance of all the terms, covenants, conditions and agreements herein contained on Broadweave's part to be performed for the remainder of the then effective term In connection with an Assignment, Broadweave or the assignee shall deliver an instrument (acceptable in form and substance to SITLA) whereby the assignee assumes all of the terms, covenants, conditions and agreements of the License. However the failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge the assignee from its liability as set forth above.

10.7 Licensees. Broadweave agrees not to permit any business to be operated in or from the Premises by any licensee or other person without the prior written consent of SITLA, which consent SITLA may give or withhold in its sole and absolute discretion.

10.8 Expenses. Regardless of whether SITLA grants its consent to an Assignment pursuant to this License, Broadweave shall pay to SITLA, in connection with any proposed Assignment, a non-refundable fee equal to (a) $2,500 if SITLA handles the request internally, or (b) the reasonable costs and fees incurred by SITLA to retain outside counsel to assist and advise SITLA with respect to such transfer and, if SITLA's consent is granted in its discretion, consummating the proposed transfer in reviewing and preparing documents in connection therewith.

10.9 Indirect Transfers The sale, issuance or transfer of any voting capital stock of Broadweave, if Broadweave is a corporate entity, or of any ownership interests, if Broadweave is a noncorporate entity, or any voting capital stock of any corporate entity which directly or indirectly controls Broadweave, or any interests in any noncorporate entity which directly or indirectly controls Broadweave, to any party which is not already an owner of stock or such ownership interests in Broadweave, which results in a change in the direct or indirect voting control of more than 50% of the cumulative voting interest prior to such sale or issuance (or a change in the identity of any Person with the power to vote or control at least 30% of the voting shares of any class of stock or other interests in Broadweave) of Broadweave or any corporate or noncorporate entity which directly or indirectly controls Broadweave shall be deemed to be an Assignment of this License within the meaning of this **Article 10**; ***provided, however***, that, any other provision of this License to the contrary notwithstanding, the trading in the securities of any Person that is a publicly traded entity shall not be deemed to be an indirect transfer or otherwise subject to the provisions of this **Section 10.9**.

ARTICLE 11
DEFAULTS

11.1 Breach During the term of this License, a party ("Claimant") may assert that the other party has committed a breach of the terms of this License ("Breach"), by providing a written notice detailing the nature of the Breach ("Breach Notice") to the party against whom the Breach is being claimed ("Breaching Party").

(a) Cure Period. The Breaching Party shall have forty-five (45) calendar days from receipt of the Breach Notice to cure said Breach, unless the cure period for such Breach is otherwise established in this License or such Breach is not reasonably curable within such forty-five (45) calendar days. If the Breaching Party does not contest the validity of the Breach Notice and fails to cure said Breach within said forty-five (45) calendar days, such failure shall constitute an event of default ("Event of Default"). If the Breach is not reasonably susceptible to cure within the forty-five (45) calendar day period, the Breaching Party shall have a reasonable period of time to cure the default if it commences the cure within the forty-five (45) calendar day period, sets forth in writing the time the Breaching Party believes it will take to cure the alleged default, and proceeds diligently and continuously to cure such default.

(b) Dispute Notice. If the Breaching Party contests the validity of the Breach Notice, the Breaching Party must do so within ten (10) business days after receipt of the Breach Notice by providing written notice to Claimant regarding its intent to contest the Breach Notice ("Dispute Notice"). The Dispute Notice shall state with specificity all facts and circumstances surrounding the alleged Breach (to the extent known by the alleged Breaching Party) and describe why or how the alleged Breach does not violate a provision of this License. No more than two (2) business days after the Dispute Notice is received by Claimant, representatives of the Breaching Party and Claimant shall meet at a mutually agreeable location to seek to resolve the dispute regarding the Breach, as articulated in the Breach Notice and the Dispute Notice. The representatives shall work diligently and in good faith for a period of up to five (5) business days thereafter to seek agreement upon a resolution of the asserted Breach ("Breach Resolution").

(c) Resolution Period. If the Parties develop a Breach Resolution, Claimant shall not, as to the subject matter of such Breach Resolution, exercise its rights granted under this section prior to expiration of the cure period set forth in the Breach Resolution ("Resolution Period"). The failure on the part of a Breaching Party to cure the Breach within the Resolution Period shall be deemed an Event of Default. If the Breaching Party effectuates a cure to the Breach within the Resolution Period, such prior non-compliance shall not be deemed an Event of Default.

(d) Failure to Develop Resolution. If the representatives do not develop a Breach Resolution within five (5) business days after Claimant's receipt of the Dispute Notice and the Breaching Party has not cured the Breach within such period, Claimant may provide notice to Breaching Party that Claimant considers Breaching Party to have committed an Event of Default and the rights and remedies provided in this section shall be available to Claimant, provided, however, that the issue of whether the Breach Notice

correctly identifies a breach of this License shall be subject to the Expedited Disputed Resolution procedures contained in section 14.2 herein, and no Event of Default shall be deemed to have occurred hereunder unless and until the Claimant is successful at the arbitration contemplated by the Expedited Dispute Resolution.

(e) Acknowledgment of Cure. Following the Breaching Party's proper cure of a Breach, Claimant shall deliver to the Breaching Party a written notice acknowledging that such cure has been adequately effectuated.

(f) Dispute Regarding Effective Cure. Expedited Dispute Resolution shall be utilized for the purpose of resolving any dispute as to whether a cure has been effectuated in accordance with the applicable Breach Resolution.

(g) Monetary Defaults. In the event a party commits an Event of Default involving the payment of money in three (3) consecutive, monthly periods, no cure period will be available to such party for the third monetary default or for any further consecutive monthly monetary defaults.

(h) Default Remedies. If a party commits an Event of Default, the other party shall have the right to avail itself of all rights and remedies; provided, however, that the remedy of termination is only available for the Events of Default listed in Article 5 (Covenants), Article 10 (Assignment) and Sections 11.2 and 11.3.

11.2 Termination by SITLA. This License may be terminated by SITLA, subject to the dispute and cure provisions provided in this License, upon the occurrence of any of the following events that result in an Event of Default:

(a) Broadweave demonstrates consistent negligence and/or incompetence in the management of the System that has caused continued and uncured System-wide failure or continued and uncured material reduction in System-wide quality;

(b) Broadweave materially fails to meet the performance standards and covenants set forth in this License and such failure has resulted in a severe degradation of the quality of the Services;

(c) Broadweave materially fails to operate and/or maintain the System in a manner that complies with generally accepted safety standards, and such failure constitutes an imminent threat to general health or safety; or

(d) Broadweave ceases to conduct business and/or ceases to operate the System.

11.3 Termination by Broadweave. This License may be terminated by Broadweave upon the occurrence of any of the following events:

(a) If any legislative, judicial, or regulatory action or decision shall occur which precludes or prohibits Broadweave from providing the Services;

(b) If applicable law prohibits the payment and collection of charges for Basic Services by including such charges in Homeowners' assessments whether or not a Homeowner uses Basic Services; or

(c) Subject to the dispute and cure provisions provided in this License, SITLA commits a material breach of this License that results in an Event of Default. For purposes of this License, a "material breach" means a breach that has a material adverse effect on the Services or the System.

11.4 Other Remedies. Each party shall have all other rights and remedies at law or in equity for an Event of Default by the other party.

11.5 Remedies Cumulative. No remedy in this License conferred upon a party shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, including, but not limited to, the right to maintain an action to recover all amounts due hereunder. Each party may exercise its rights and remedies at any time, in any order, to any extent, and as often as such party deems advisable.

11.6 No Acceptance of Surrender. Any acceptance by SITLA of surrender of the Premises by Broadweave shall only arise from, and must be evidenced by, written acknowledgment of acceptance of surrender signed by SITLA. No other act or conduct of SITLA, whether consisting of the acceptance of the keys to the Premises, or otherwise, shall be deemed to be or constitute an acceptance by SITLA of the surrender of the Premises by Broadweave prior to the expiration of the License term.

11.7 No Waiver. No delay or omission of a party to exercise any right or power arising from any default shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence therein No waiver of a default shall be effective unless it is in writing. No written waiver by a party of any provision of this License or any breach by the other party hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by the other party of the same or any other provision. SITLA's consent to or approval of any act by Broadweave requiring SITLA's consent or approval shall not be deemed to render unnecessary the procurement of SITLA's consent to or approval of any subsequent act of Broadweave, whether or not similar to the act so consented to or approved.

11.8 Accord and Satisfaction. Payment by Broadweave or receipt by SITLA of a lesser amount than the revenue sharing fee or other charges herein stipulated shall be deemed to be on account of the earliest due stipulated revenue sharing fee or other charges, and no endorsement or statement on any check or any letter accompanying any check payment as revenue sharing fee or other charges shall be deemed an accord and satisfaction, and SITLA shall accept such check or payment without prejudice to SITLA's right to recover the balance of such revenue sharing fee or other charges or pursue any other remedy in this License.

ARTICLE 12
RIGHTS UPON TERMINATION OR EXPIRATION

12.1 Rights Upon Expiration or Termination.

(a) Disposition of System. Upon expiration or termination of this License, Broadweave will retain ownership of the System and may, at SITLA's option, (i) continue to own, operate, and maintain the System consistent with the terms of a written agreement entered into with SITLA, or (ii) transfer ownership of the System to a third party, subject to SITLA's approval and consent of such an Assignment as detailed in Article 10 herein. The provisions in this Section and Article 10 shall survive termination or expiration of this License. If SITLA refuses, in SITLA's sole and absolute discretion, to enter into a new written agreement with Broadweave, Broadweave shall transfer ownership of the System to a third party willing to operate the System. In such an event, Broadweave may obtain more than Fair Market Value, defined below, if it locates a purchaser that is acceptable to SITLA within two hundred seventy (270) days of the expiration or termination of this License ("Marketing Period"). If Broadweave locates a purchaser acceptable to SITLA during the Marketing Period, Broadweave shall transfer the System to such purchaser within thirty (30) days from the close of the Marketing Period. Otherwise, Broadweave must transfer its ownership in the System to either SITLA or a SITLA designee for Fair Market Value as described in subsection (b) below.

(b) Fair Market Value. For purposes of this License, "Fair Market Value" shall mean the then-current, fair market price of the System located and installed on the Premises in the Community. If Broadweave has not located an acceptable purchaser during the Marketing Period described in this section, the parties agree that Fair Market Value shall be established as follows: (i) Broadweave and SITLA shall each select an appraiser, each of whom will submit an appraisal within sixty (60) days after the close of the Marketing Period; (ii) if the difference between the two appraisals is less than or equal to ten percent (10%) of the two appraisal values combined, the arithmetic average of the two appraisers' valuations shall constitute Fair Market Value; (iii) if the difference between the two appraisals is greater than ten percent (10%) of the two appraisal values combined, then the two appraisers shall pick a third appraiser within twenty (20) days after issuance of the two appraisals who shall submit an appraisal within sixty (60) days after its selection; (iv) if the third appraisal falls between the two original appraisals, then Fair Market Value shall equal the arithmetic average of the two closest appraisals; (v) if the third appraisal does not fall between the two original appraisals, then the third appraisal shall be disregarded and the Fair Market Value shall equal the arithmetic average of the two original appraisals; and (vi) if the two original appraisers cannot agree on the third appraiser, then the parties shall request that the American Arbitration Association select the third appraiser. Throughout this process, the third appraiser shall not be supplied with the values determined by the previous two appraisers. The appraisers shall each have no less than seven (7) years of experience as business appraisers and be experienced in the valuing telecommunications and broadcast media systems/networks and related infrastructure. Each party shall select its respective appraiser within fifteen (15) calendar days from the close of the Marketing Period, and each appraiser shall be independent, (*i.e.*, not related to either party or an affiliate). In any event, Fair Market

Value for purposes of this section shall be determined within ten (10) days of submittal of the final required appraisal(s). If a party fails to timely select its appraiser or an appraiser fails to timely submit his or her appraisal, the determination of Fair Market Value by the appraiser selected by the other party shall be conclusive. Each party shall bear the cost of its appraiser. The costs of the third appraiser, if necessary, shall be borne equally by the parties. The provisions in this section shall survive termination or expiration of this License.

(c) Right of First Refusal to Provide Services. Upon expiration or termination of this License, Broadweave will have the right of first refusal to meet the terms and conditions of any bona fide third party offer to provide Services to the Community over the Premises unless this License was terminated by SITLA pursuant to Section 11.2 of this License. SITLA will provide a copy of a bona fide third party offer to Broadweave for its review and consideration and will agree to enter into the same agreement as set forth in the bona fide third party offer with Broadweave provided that Broadweave accepts and enters into a written agreement within thirty (30) days of receipt of the bona fide third party offer from SITLA. If Broadweave declines to exercise its right of first refusal and SITLA enters into an agreement with the aforementioned third party, the right of first refusal described in this subsection shall terminate.

12.2 Continuing Obligations. Upon the termination or expiration of this License, the parties shall be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive termination or expiration including, without limitation, (i) ownership by Broadweave of the System, subject to the disposition and SITLA approval requirements of this Section, (ii) Broadweave's obligation to operate the System, without interruption, and make regular revenue sharing fee payments to SITLA (as detailed in this License and specifically Exhibit F), until transfer of the System to another or until another provider is offering the Services to the Homeowners, and (iii) restrictions on the disclosure of confidential information, to the extent allowed by law.

ARTICLE 13
BANKRUPTCY OF BROADWEAVE

13.1 Additional Rights of SITLA. If any provision of **Article 13** is unenforceable by reason of any state or federal insolvency and/or bankruptcy law, and any trustee in bankruptcy or debtor-in-possession elects to assume or assign Broadweave's rights and obligations hereunder, SITLA may nonetheless terminate this License unless such trustee, debtor-in-possession or assignee cures all defaults then existing hereunder, and provides adequate assurances:

(a) Of the source of monetary payments and other consideration due under this License;

(b) That assumption or assignment of this License will not breach any provision of the License, or any other lease, financing agreement or master agreement relating to the Premises; and

(c) In the event of an assignment, that the financial condition and operating experience of the proposed assignee and guarantors shall be similar to the financial condition and operating experience of Broadweave and Broadweave's guarantors, if any, as of the execution of this License.

13.2 Proceeds of Assignment to SITLA. If this License is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. 101, et seq. (the "**Bankruptcy Code**"), any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to SITLA, shall be and remain the exclusive property of SITLA, and shall not constitute property of Broadweave or of the estate of Broadweave within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting property under the preceding sentence not paid or delivered to SITLA shall be held in trust for the benefit of SITLA and be promptly paid to or turned over to SITLA.

13.3 Right of First Refusal. If, pursuant to the provisions of the Bankruptcy Code, Broadweave assumes this License and proposes to assign the same to any person or entity who shall have made a bona fide offer to accept an assignment of this License on terms acceptable to Broadweave, then notice of such proposed assignment, setting forth (a) the name and address of such person, (b) all of the terms and conditions of such offer, and (c) the adequate assurance to be provided SITLA to assure such person's future performance under the License, including, without limitations, the assurances referred to in **Section 13.1**, shall be given to SITLA by Broadweave no later than twenty days after receipt by Broadweave, but in any event no later than ten days prior to the date that Broadweave shall make application to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption. SITLA shall thereupon have the prior right and option, to be exercised by notice to SITLA given at any time prior to the effective date of such proposed assignment, to accept an assignment of this License upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such person, less any brokerage commissions which may be payable out of the consideration to be paid by such person for the assignment of this License.

13.4 Assignee's Assumption of Liabilities. Any person or entity to which this License is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this License on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to SITLA an instrument confirming such assumption.

ARTICLE 14
DISPUTE RESOLUTION

14.1 Dispute Resolution. If a dispute arises out of or relates to this License or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the parties cannot resolve the dispute within five (5) business days, the parties agree to proceed to mediation as provided below. Pending the resolution of any dispute, the parties shall continue to fulfill their respective obligations under this License. If a dispute is not resolved within the time limit set forth above, the parties agree to proceed to mediation of the dispute under the mediation

rules of the American Arbitration Association ("AAA") and to conclude such mediation within ten (10) business days after the filing by a party of a request to AAA for mediation. Each party agrees to pay its own costs, plus an equal share of the costs of the mediator and mediation facilities. If a dispute is not resolved by mediation within the time provided above, the parties may pursue any appropriate legal remedy. Notwithstanding the foregoing, the parties agree that either party may bring in any appropriate forum a request or petition for a temporary restraining order or preliminary injunction.

14.2 Expedited Dispute Resolution. Notwithstanding the dispute resolution procedures provided in Section 14.1 above, either party may initiate Expedited Dispute Resolution for matters arising out of provisions of this License that expressly make Expedited Dispute Resolution available. A party may initiate Expedited Dispute Resolution by submitting written notice to the other party of a dispute and a request for Expedited Dispute Resolution ("EDR Notice"). For purposes of this Section, the EDR Notice must be provided by means of same-day delivery, such delivery subject to confirmation, including hand-delivery of written notice, telecopy, or electronic mail. The EDR Notice shall specify the issues in dispute and the outcome desired by the party giving such notice ("Noticing Party"). The parties, after receipt of the EDR Notice, shall negotiate in good faith for five (5) business days in an attempt to resolve the dispute ("Initial Period"). During the Initial Period, and at the same time the negotiations described in the preceding sentence are taking place, (i) the Noticing Party shall file a request ("Request for Arbitration") with AAA to appoint an arbitrator with expertise in communications and real property-related issues ("Arbitrator"), and (ii) each party to the dispute will appoint an expert with knowledge of the subject matter of the dispute ("Party Experts"). The Request for Arbitration shall include a copy of this Section and a statement directing the Arbitrator to conduct the proceedings and render a decision consistent herewith. If the dispute is not resolved within the Initial Period, the Party Experts shall thereafter for a second five (5) business day period commencing immediately upon conclusion of the Initial Period ("Second Period") meet and (i) negotiate in good faith in an attempt to develop a consensual resolution, and (ii) develop a position acceptable to each such party as to the appropriate final resolution of the dispute ("Final Position"). If the dispute is still unresolved after the Second Period, the parties will, within five (5) business days after the conclusion of the Second Period, submit their Final Positions in writing, with a written statement of reasons, to the Arbitrator and to all other parties ("Submission"). The Arbitrator will then be required to render a final decision, with reasons stated, within fifteen (15) business days of the date of receipt of all parties Submissions (or within fifteen (15) business days after appointment of the Arbitrator if such appointment is not in place at the date for submittal of the Submissions despite all parties' good faith efforts and for reasons outside the parties' control, in which case the parties shall diligently and in good faith seek the appointment of the Arbitrator as soon as possible) ("Arbitration Period"). Failure to submit a Submission within the required time shall be deemed a waiver of such party's right to submit a Submission, unless a late submittal is expressly permitted by all other parties to the dispute. The Arbitrator will be directed to select one of the parties Final Positions without change, unless extraordinary circumstances dictate otherwise. Any arbitration decision that deviates from one of the parties' Final Positions shall include a written statement of the reasons, including a specific statement of the "extraordinary circumstances," that justifies such a deviation. The Arbitrator may, in his or her discretion, convene one (1) hearing, on no less than five (5) business days written notice, such hearing not to exceed one (1) day in length; provided that the convening of such a hearing shall not extend the time period that the Arbitrator has to

render a final decision. Availability of discovery shall be only at the discretion of the Arbitrator. Any request for discovery shall be made at the time of submittal of the Submissions, with reasons stated. The presumption shall be against the allowance of discovery unless the Arbitrator determines that discovery is materially necessary to a just resolution of the dispute. Unless otherwise stated or modified, all other applicable rules of the AAA shall apply.

ARTICLE 15
INCENTIVE COMPENSATION

15.1 Trigger for Incentive Compensation to SITLA. If SITLA in the future, in its sole discretion, grants Broadweave the right to extend its service to any of the following future projects owned by SITLA in Washington County, Utah, then SITLA shall be entitled to certain incentive compensations set forth in this section 15: (a) Green Springs, (b) Hidden Valley, (c) Tonaquint, (d) South Block, and (e) Cross Hollow (collectively, the "Future Projects"). Incentive compensation shall be given to SITLA in the form of increased revenue sharing and the ability to share in proceeds attributable to a Qualifying Transaction, as defined in sections 15.2 and 15.3 respectively, below.

15.2 Increased Revenue Sharing. SITLA's increased Upgrade Revenue-sharing related to SITLA's award of Future Projects shall be as follows: (y) Broadweave will adjust the Upgrade Revenue-sharing formulas set forth in Exhibit F hereto by increasing the payment to SITLA by one percent (1%) for each of the Future Projects that are awarded to Broadweave, payable at such time as the first homes in the given Future Project are receiving Services and are billed for the same and subject to fulfillment of the conditions set forth in section 15.4 herein. For example purposes only, if SITLA were to allow Broadweave to participate in two of the projects identified in section 15.1, SITLA's Upgrade Revenue-sharing percentage would increase from eleven percent (11%) to thirteen percent (13%) for all existing SITLA projects where Broadweave provides the Services.

15.3 Proceeds from Qualifying Transaction. If any of the Future Projects have been awarded to Broadweave, and subject to fulfillment of the conditions set forth in Section 15.4 herein, SITLA shall be entitled to share in the proceeds of any Qualifying Transaction as follows: (a) SITLA will be entitled to participate in any proceeds payable in connection with a sale of Broadweave or substantially all the assets of Broadweave, merger, or consolidation of Broadweave with any other third party ("Qualifying Transaction") in the amount of 1% of the gross proceeds of such a transaction attributable to SITLA projects for each of the Future Projects then awarded (four of the Future Projects awarded at the time of the Qualifying Transaction equates to 4% gross proceeds, etc.) To calculate the gross proceeds attributable to SITLA projects, the parties agree that Broadweave shall disclose to SITLA the total number of customers serviced in all Broadweave projects. The total number of customers serviced by Broadweave in SITLA projects then shall be divided by the total number of customers from all Broadweave projects to determine the percentage of proceeds that shall be attributed to SITLA projects ("SITLA participation percentage"). The SITLA participation percentage shall be applied to the total value of the Qualifying Transaction to determine the gross proceeds

attributable to SITLA projects. The value of the SITLA participation percentage shall then be multiplied by the percentage that equates to the number of Future Projects then awarded to and actually serviced by Broadweave (2% if two of the future Projects have been awarded at that time, etc.) to determine the total amount of SITLA's payment under this Section. By way of example, if Broadweave had 10,000 total customers and 2,000 SITLA customers at the time a Qualifying Transaction occurred, then SITLA customer (2,000) / total customers (10,000) x total value of Qualifying Transaction ($10,000,000.00 for illustration purposes) = $2,000,000 in gross proceeds x .03 (representing 3% or such other applicable percentage tied directly to the number of Future Projects then awarded to Broadweave) = $60,000.00 in incentives payable to Broadweave with respect to the hypothetical Qualifying Transaction set forth above.

15.4 Conditions for Payment of Incentives. With respect to both of the incentives set forth in sections 15.2 and 15.3 herein, the conditions for such payment shall be that: (a) SITLA and Broadweave have entered into one or more agreements to extend service to the given Future Project(s) in substantially the form and terms as this Agreement and agreements related hereto: (b) Broadweave shall have commenced providing and billing customers in the given Future Project for the Services provided to them; and (c) Broadweave shall not have been terminated under this Agreement nor the Association Services Agreement at the time the Qualifying Transaction or award of a Future Project occur.

15.5 No Waiver. Nothing in this Section shall be considered a waiver or exception by SITLA of the restrictions set forth in Article 10.

ARTICLE 16
GENERAL PROVISIONS

16.1 Indemnity Provisions. Whenever this License provides that one party shall indemnify another Person, such indemnity obligation shall be construed not to extend to Claims to the extent relating to or arising from the gross negligence, recklessness, willful misconduct, or breach of this License by the person so indemnified.

16.2 Waiver of Breach. No waiver of the breach of any provision of this License shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this License, nor shall the acceptance of payments by SITLA during any period of time in which Broadweave is in default in any respect other than payment of such rent be deemed to be a waiver of such default.

16.3 Notices. Notices shall be in writing and shall be given by (a) personal delivery, (b) deposit in the United States mail, certified mail, return receipt requested (which receipt shall be preserved as evidence of delivery), postage prepaid, or (c) overnight express delivery service, addressed or transmitted to SITLA and Broadweave at the following addresses, or to such other addresses as either party may designate to the other in a writing delivered in accordance with the provisions of this Section:

If to SITLA: **SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION**
Attn: Director
675 East 500 South, Suite 500
Salt Lake City, UT 84102

With a copy to: **SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION**
Attn: John Andrews, Esq.
675 East 500 South, Suite 500
Salt Lake City, UT 84102

And a copy to: **SNELL & WILMER L.L.P.**
Attn: Cary Jones, Esq.
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

If to Broadweave: **BROADWEAVE NETWORKS OF UTAH, LLC**
BROADWEAVE NETWORKS OF ST. GEORGE LLC
Attn: Stephen Christensen, Jr.
3940 N. Traverse Mountain Blvd., Suite 100
Lehi, UT 84043

With a copy to: **PARR WADDOUPS BROWN GEE & LOVELESS**
Attn: James L Ahlstrom, Esq.
185 South State Street, Suite 1300
Salt Lake City, UT 84111

All notices shall be deemed to have been delivered and shall be effective upon the date of actual receipt.

16.4 Severability. The invalidity of any provision of this License, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

16.5 Construction. The titles which are used following the number of each Section are so used only for convenience in locating various provisions of this License and shall not be deemed to affect the interpretation or construction of such provisions. The parties acknowledge that each party and its counsel have reviewed and revised this License. This License shall not be construed for or against SITLA or Broadweave. References in this License to "Sections," "Articles," and "Exhibits" refer to the Sections and Articles of and the Exhibits to this License unless otherwise noted.

16.6 Authorized Agents. SITLA understands and agrees that Broadweave may, from time to time, enter into contracts with affiliates, agents or authorized contractors and vendors (collectively "Authorized Agents") for the purpose of performing under this License. The access

to, entry upon, and exit from the Premises herein granted by SITLA to Broadweave shall extend to such Authorized Agent(s). SITLA agrees that Authorized Agents shall have the right to market and contract with Homeowners in the Community for Additional Services, and with occupants of the Serviced Facilities for any Services, who shall be charged and billed individually and separately for such services.

16.7 Force Majeure. No liability or breach of this License shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the party affected ("Force Majeure"), including, but not limited to, fire, extreme weather, explosion, flood, war, power interruptions, satellite interruptions, the act of any governmental body, legislation or regulatory impediment, accident (including fiber breakage), labor trouble or the shortage or inability to obtain material, service, personnel, equipment or transportation, failure of performance by a common carrier, failure of performance by a public utility, or vandalism. In no event, however, shall Broadweave's payment obligations be excused by an event of Force Majeure.

16.8 Successors and Assigns. This License may only be assigned by Broadweave on the terms set forth in this License. This License shall be binding upon the successors and permitted assigns of the parties.

16.9 Legal Relationship. The relation created hereby is not a partnership or joint venture but a contractual agreement between independent parties. Except as otherwise specifically provided in this License, the parties agree that SITLA is in no way a legal representative or agent of Broadweave and can assume or create no obligations on Broadweave's behalf and that Broadweave is in no way a legal representative or agent of SITLA and can assume or create no obligations on SITLA's behalf. SILTA shall make no warranties or representations not authorized in writing by Broadweave.

16.10 Changes in Law. This License shall be amended, modified or changed to comply with any change in legislation, government regulation, or applicable legal precedent that might materially affect the relationship between Broadweave and SITLA. Such amendment shall be negotiated in good faith by the parties and shall be in writing and signed by the parties. In the event that the parties cannot agree on an appropriate amendment to this License within thirty (30) days after a request for good faith negotiations, either party may initiate Expedited Dispute Resolution proceedings in accordance with this License.

16.11 Governing Law. The terms, conditions, covenants, and agreements herein contained shall be governed, construed, and controlled according to the laws of the State of Utah.

16.12 Time is of the Essence. Time is of the essence of this License and in the performance of all of the covenants and conditions hereof.

16.13 Relationship of the Parties. The relationship of the parties hereto is that of SITLA and Broadweave, and it is expressly understood and agreed that SITLA does not in any way, nor for any purpose, become a partner of Broadweave or a joint venturer with Broadweave in the conduct of Broadweave's business, or otherwise, and that the provisions of any agreement

between SITLA and Broadweave relating to rent are made solely for the purpose of providing a method whereby rental payments are to be measured and ascertained.

16.14 Time Periods. In the event the time for the performance of any obligation or the taking of any action hereunder expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

16.15 Further Assurances. Each party agrees that it shall execute and deliver such further instruments, provide all information, and take or forbear from taking such further action and things as may be reasonably required or useful to carry out the terms, intent and purpose of this License and as are not inconsistent with the terms of this License, including, without limitation amending the License from time to time to carry out the terms and intent of this License.

16.16 Broadweave's Obligations to the State of Utah. So long as the Premises are held in trust by the State of Utah or subject to a restriction against alienation imposed by the State of Utah, all of Broadweave's obligations under this License are to the State of Utah as well as to SITLA.

16.17 Immunity. Nothing contained in this License shall be deemed to constitute a waiver of applicable laws providing tax immunity to trust property or any interest therein or income therefrom. Except as specifically stated herein, nothing contained in this License shall be construed to waive, limit or modify SITLA's governmental immunity from suit.

16.18 Counterparts. This License may be executed via facsimile (which shall be treated for all purposes as an original signature) and in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

16.19 Entire Agreement. This License sets forth all the promises, inducements, agreements, conditions, and understandings between SITLA and Broadweave relative to the Premises, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them other than are set forth herein. No subsequent alteration, amendment, change, or addition to this License shall be binding upon SITLA or Broadweave unless in writing and signed by each of them. Parole evidence shall never be admissible in any court, tribunal, arbitration or governmental agency to modify, amend or vary the terms of this License.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this License on the day and year first written above

SITLA:

STATE OF UTAH, ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

By Frederick P. McBrier
Name: Frederick P. McBrier
Title: Assistant Director

Approved as to Form:

Mark L. Shurtleff, Utah Attorney General
by John W. Andrews, Special Assistant Attorney General

BROADWEAVE:

BROADWEAVE NETWORKS OF UTAH, LLC, a Utah limited liability company

By
Name: Steve Christensen
Title: CEO

BROADWEAVE NETWORKS OF ST. GEORGE LLC, a Utah limited liability company

By
Name: Steve Christensen
Title: manager

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 17th day of November, 2005 by Frederick P. McBride, the Associate Director of the **STATE OF UTAH, ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION**, on behalf of the State of Utah School and Institutional Trust Lands Administration.

NOTARY PUBLIC
MICHELLE L. BARNDT
675 East 500 South #500
Salt Lake City, Utah 84102
My Comm. Exp. June 2, 2009
STATE OF UTAH

Michelle L. Barndt
NOTARY PUBLIC

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 17th day of November 2005 by Steve Christensen, the CEO of **Broadweave Networks of Utah, LLC**, a Utah limited liability company, on behalf of the company.

NOTARY PUBLIC
MICHELLE L. BARNDT
675 East 500 South #500
Salt Lake City, Utah 84102
My Comm. Exp. June 2, 2009
STATE OF UTAH

Michelle L. Barndt
NOTARY PUBLIC

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 17th day of November 2005 by Steve Christensen, the Manager of **Broadweave Networks of St. George, LLC**, a Utah limited liability company, on behalf of the company.

NOTARY PUBLIC
MICHELLE L. BARNDT
675 East 500 South #500
Salt Lake City, Utah 84102
My Comm. Exp. June 2, 2009
STATE OF UTAH

Michelle L. Barndt
NOTARY PUBLIC

EXHIBIT A
TO THE LICENSE AGREEMENT
LEGAL DESCRIPTION OF THE PREMISES

License Parcel Description:

Beginning at the Northeast Corner of Section 12, Township 42 South, Range 15 West, Salt Lake Base and Meridian, thence along the East Section line of said Section 12 South 01°01'55" West 1334.15 feet to the South line of sectional Lot 1 of Section 7, Township 42 South, Range 14 West; thence along said South line of said Lot 1 South 88°56'32" East 1279.07 feet to the East line of said Lot 1; thence along the East line of said Lot 1 North 00°20'40" East 1336.06 feet to the North line of said Section 7: thence along said section line South 89°01'27" East 718.11 feet to a point on the Westerly boundary line of the Coral Canyon Development Lease Boundary as described in Development Lease No. 610, dated June 30, 1999, between SunCor Development and The State of Utah, as to which a Memorandum of Lease was recorded July 2, 1999, as Entry No. 00653936, in Book 1339, beginning at page 1451 in the office of the Washington County Recorder, in said county, in the State of Utah; thence along said boundary line in the following eighteen (18) courses: South 13°27'52" East 860.98 feet; thence South 13°25'06" East 477.18 feet: thence South 04°14'38" East 576.08 feet: thence South 46°25'46" East 171.31 feet: South 40°28'45" East 327.21 feet; thence South 22°11'51" East 213.85 feet; thence South 07°08'12" West 258.29 feet: thence South 37°11'51" West 162.48 feet; thence South 21°32'45" West 243.06 feet: thence South 36°08'23" West 220.08 feet: thence South 29°42'15" West 384.05 feet: thence South 38°36'53" West 411.12 feet; thence South 20°53'13" West 539.79 feet; thence South 21°28'02" West 447.91 feet: thence South 07°20'31" West 477.09 feet: thence South 14°28'10" West 304.43 feet: thence South 23°37'27" West 360.25 feet: thence South 07°27'02" West 362.75 feet to a point on the arc of a curve concave to the left, said curve having a radius of 918.02 feet, from which the radius point bears South 43°36'41" East; said point also being on the northerly right-of-way line of Telegraph Road, thence along said Telegraph Road right-of-way in the following nine (9) courses: Southwesterly 18.10 feet along the arc of said curve through a central angle of 01°07'46"; thence North 44°44'27" West 35.00 feet, thence South 45°15'33" West 212.75 feet to the point of curvature of a curve concave to the right, said curve having a radius of 966.29 feet, thence Southwesterly 519.06 feet along the arc of said curve through a central angle of 30°46'38" to the point of tangency; thence South 76°02'12" West 471.30 feet to the point of curvature of a curve concave to the left, said curve having a radius of 953.02 feet, thence Southwesterly 682.74 feet along the arc of said curve through a central angle of 41°02'47" to the point of tangency; thence South 34°59'24" West 528.62 feet to the point of curvature of a curve concave to the right, said curve having a radius of 1786.48 feet, thence Southwesterly 649.44 feet along the arc of said curve through a central angle of 20°49'43" to a point from which the radius point bears North 34°10'53" West, said point also being on the East Line of the West Half of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter (W1/2NW1/4NE1/4SE1/4), said line also being the West East East 256th line of Section 13 Township 42 South, Range 15 West; thence along said East line South 00°53'32" West 886 75 feet to North line of the South Half of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter (S1/2SW1/4NE1/4SE1/4), said line also being the South North South 256th line of said Section 13; thence along said North line North 89°14'49" West 331.40 feet to the West line of the East Half of the Southeast Quarter (E1/2SE1/4), said line also being the East 16th line of said Section 13; thence along said West line South 00°53'41" West 666.89 feet to the North line of the South Half of the Northeast Quarter of the Southwest Quarter of the Southeast Quarter (S1/2NE1/4SW1/4SE1/4) said line also being the North South South 256th line of said Section 13; thence along said North line North 89°20'57" West 1325.72 feet to the Center Section Line of Section 13 Township 42 South, range 15 West; thence along said center section

North 00°54'18" East 4301.17 feet to the South Quarter Corner of said Section 12; thence along the Center Section line of said Section 12 North 01°05'21" East 1348.50 feet to the South 1/16th line of said Section 12, thence North 88°00'59" West 565.95 feet to a point of non-tangent of a 1500.00 foot radius curve to the left, of which the radius point bears South 29°21'57" East; thence Southwesterly 337.36 feet along said curve through a central angle of 12°53'10", from which the radius point bears South 42°15'07" East; thence North 88°00'59" West 653.04 feet; thence North 08°55'05" West 210.09 feet to a point on the said North property line of said property, said point also being on the South 1/16th line of said Section 12, thence North 88°00'59" West 528.39 feet to a point being on the Southerly right-of-way line of Interstate 15; thence along said right-of-way line in the following ten(10) courses: North 68°08'24" East 649.09 feet to an existing right-of-way monument: thence North 68°12'09" East 305.40 feet to an existing right-of-way monument; thence North 64°21'52" East 706.98 feet to an existing right-of-way monument: thence North 59°19'21" East 520.88 feet to an existing right-of-way monument; thence North 53°42'03" East 517.13 feet to an existing right-of-way monument; thence North 48°43'20" East 517.03 feet to an existing right-of-way monument; thence North 43°58'18" East 512.61 feet to an existing right-of-way monument; thence North 39°46'41" East 233.39 feet to an existing right-of-way monument; thence North 39°02'42" East 912.72 feet to an existing right-of-way monument; thence North 39°02'55" East 1351.82 feet to the North Section Line of said Section 12; thence along said section line South 88°43'57" East 67.05 feet to the point of beginning.
Contains 742.28 acres.

Less and Excepting:
1. A parcel of land in fee for the Interstate 15 Northbound Mile Post 13 ramps, known as Project No. *SP-15-1(20)13, described in State of Utah Patent No. 19639 with Exhibit A labeled as Parcel No. 15-1:1:A. Encloses 5.992 acres.
2. The area inside Washington Parkway Right-of-Way boundary as described in State of Utah Patent No. 19661 with Exhibit A. Encloses 16.07 acres.
3. The area inside the Telegraph Road Right-of-Way boundary, a 200 foot wide public roadway. Encloses 7.9 acres.

EXHIBIT B
TO THE LICENSE AGREEMENT
FORM OF GROUND LEASE FOR SWITCH SITE

GROUND LEASE

between

BROADWEAVE NETWORKS OF ST. GEORGE LLC
as Tenant

and

STATE OF UTAH ACTING THROUGH THE SCHOOL
AND INSTITUTIONAL TRUST LANDS ADMINISTRATION
as Landlord

Dated: November 17, 2005

GROUND LEASE

THIS **GROUND LEASE** (the "**Lease**") is entered into as of November __, 2005, between, the **State of Utah** acting through the **School and Institutional Trust Lands Administration** ("**Landlord**"), and **Broadweave Networks of St. George LLC**, a Utah limited liability company ("**Tenant**"), collectively, the "**Parties**" and individually, a "**Party**".

AGREEMENT TO LEASE

A. The Property. For sufficient consideration received, Landlord leases to Tenant and Tenant leases from Landlord, on the terms and conditions set forth in this Lease, the land located at the northern portion of Parcel 2 of the Sienna Hills Community, as shown on the map attached hereto as **Exhibit A**, (the "**Property**"). The Property consists of approximately ___ acres and is legally described on **Exhibit B** attached hereto.

LEASE TERM

1.1 Term. The term of this Lease is coterminous with the term of that certain License Agreement ("License") entered into between the parties on November 17, 2005, including any renewals of the License (the "Term").

RENT

2.1 Annual Rent. During the Term, Tenant's timely payments of revenue payments to Landlord as required by the License shall constitute the rent for this Lease.

TAXES

3.1 Payment of Taxes. Tenant shall pay, directly to the Landlord upon receiving written notice from Landlord and a copy of the applicable tax statement from the applicable governmental authority, all installments of general real property taxes and assessments levied against the Property, and all improvements located thereon ("**Taxes**"), which have accrued during the Term. Such payments shall be made by Tenant within 60 days after the date Tenant receives appropriate tax notices setting forth the amount of Taxes owed by Tenant.

3.2 Right to Contest. Tenant may, in its own name, contest any Taxes or the amounts required to be paid by Tenant by a governmental authority.

USE

4.1 Use of Property. Tenant may construct, at Tenant's cost, a building, after obtaining approval from the applicable architectural review committee and all necessary building and site improvement permits and other applicable approvals, consisting of approximately 2,400 square feet of space on the Property and otherwise improve the Property as is necessary for constructing, operating and maintaining a fiber optics communications system in the Sienna Hills Community ("**Improvements**"). Tenant shall be responsible for all costs connected with

construction of the Improvements, including without limitation, the cost of all utility connections. Tenant shall be permitted to use the Property only in connection with constructing, operating and maintaining the fiber optics communication system described in the License, and for no other purpose. Tenant agrees that the remaining portion of Parcel 2 depicted on Exhibit A will be developed and consist of a number of different uses. Tenant shall access the Property through temporary easements provided by Landlord until such time as a permanent access easement is located through a parking lot or driveway of other developments in Parcel 2.

UTILITIES

5.1 Utility Charges. Tenant agrees to pay all charges for electricity, gas, water, telephone and other utility services used by Tenant, if any, on the Property during the Term.

TENANT'S IMPROVEMENTS AND FIXTURES; MAINTENANCE; LIENS

6.1 Improvements. All Improvements constructed on the Property and all additions, alterations and improvements thereto shall remain the exclusive property of Tenant during the Term. At the expiration or termination of this Lease, any building and/or Improvements on the Property shall be a fixture and become the property of Landlord (and Landlord shall compensate Tenant as part of the appraised value paid for the System, as defined in the License, under the License or, alternatively, the prorated value of the Improvements as part of the System in the event that Landlord is not purchasing the entire System).

6.2. Maintenance. Tenant shall (a) maintain the Property and Improvements at all times in good condition and repair; (b) not commit any waste of the Property, or remove, damage, demolish, or structurally alter any of the Improvements on the Property without the consent of Landlord; (c) complete promptly and in good and workmanlike manner any building, fixture, or improvement on the Property, or any portion of the Property, which may for any reason be constructed; (d) restore promptly and in good and workmanlike manner any of the Improvements or any portion thereof which may for any reason be damaged or destroyed; (e) comply at all times with all laws, ordinances, regulations, covenants and restrictions in any manner affecting the Property; (f) not commit or permit any act upon the Property in violation of law; and (g) do all acts which by reason of the character or use of the Property may be reasonably necessary to maintain and care for the same, the specific enumeration herein not excluding the general.

6.2 Liens. Neither Party shall permit any tax lien or other encumbrance upon the Property, including the lien or claim of any contractor, subcontractor, mechanic, materialman, laborer, architect or any other person or entity arising out of work, material or services performed or supplied or contracted for by that Party, or those claiming by, through or under it, to be or remain a lien upon the Property, but such Party shall have the right to contest the lien in good faith by appropriate judicial proceedings so long as (a) the proceeding operates to stay any execution or foreclosure on the lien, and (b) the Party diligently pursues the contest to its conclusion. In any event, such Party shall indemnify, defend and save the other Party harmless from any such lien.

INSURANCE

7.1 Indemnification. Tenant hereby indemnifies, holds harmless and agrees to defend Landlord from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring on the Property, caused by the active or passive negligence or willful misconduct of the Tenant, its agents, servants or employees; ***provided***, Tenant does not indemnify Landlord against any injury, loss of life, or damage which is caused by the active or passive negligence or willful misconduct of the Landlord, or its agents, servants or employees. Tenant's obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this Lease, as to claims arising or accruing prior to the expiration or termination of this Lease.

7.2 Liability Insurance Coverage and Limits. Tenant shall maintain, and/or cause to be maintained, at no cost to Landlord, liability insurance against claims for personal injury, bodily injury, death and property damage occurring on or about the Property, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) of not less than $1,000,000 for total claims for any one occurrence. The insurance limits in this Section shall be subject to increase from time to time by such amounts as Landlord and Tenant may reasonably agree is necessary or desirable, as may be evidenced by the practice of similarly situated properties. Landlord shall be a named additional insured on each such policy maintained by Tenant.

7.3 Waiver of Certain Rights. With respect to any loss or damage that may occur to the Property (or any improvements thereon) or the respective property of the Parties thereon, arising from any peril customarily insured under a fire and extended coverage insurance policy, regardless of the cause or origin, excluding willful acts but including negligence of the Parties, their agents, servants or employees. Tenant releases Landlord from all claims with respect to such loss; and Tenant agrees that its insurance company(ies) shall have no right of subrogation against Landlord on account of any such loss, and Tenant shall procure from its insurer(s) under all policies of fire and extended coverage insurance a waiver of all rights of subrogation against Landlord which the insurers might otherwise have under such policies.

DEFAULT; REMEDIES

8.1 Defaults. If either Party commits an uncured "Event of Default", as that term is defined in the License, this Lease will terminate on the same terms and in the same manner as the License. If Tenant uses the Property in a way not allowed by this Lease, or otherwise breaches an obligation of this Lease, and fails to cure such a breach within sixty (60) days after receiving written notice, then Landlord, at its option, shall have the right to terminate the Lease.

ASSIGNMENT AND SUBLETTING

9.1 Assignment and Subletting. This Lease may not be assigned, transferred, sold, sublet, pledged, encumbered, hypothectated or otherwise transferred except as approved by Landlord on the terms set forth in Article 10 of the License. It is the intent of this Lease that the

Tenant and the operator/owner of the fiber optics system described in the License be the same person.

NOTICES

10.1 Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by (a) established express delivery service which maintains delivery records, (b) and delivery, or (c) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or at such other address as a Party may designate by written notice in the above manner:

If to Landlord:
SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION
Attn: Director
675 East 500 South, Suite 500
Salt Lake City, UT 84102

With a copy to:
SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION
Attn: John Andrews, Esq.
675 East 500 South, Suite 500
Salt Lake City, UT 84102

And a copy to:
SNELL & WILMER L.L.P.
Attn: Cary Jones, Esq.
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

If to Tenant:
BROADWEAVE NETWORKS OF ST. GEORGE LLC
Attn: Stephen Christensen, Jr.
3940 N. Traverse Mountain Blvd., Suite 100
Lehi, UT 84043

With a copy to.
PARR WADDOUPS BROWN GEE & LOVELESS
Attn: James L. Ahlstrom, Esq.
185 South State Street, Suite 1300
Salt Lake City, UT 84111

MISCELLANEOUS PROVISIONS

11.1 Costs and Attorneys' Fees. If either Party commences a legal proceeding to enforce any of the terms of this Lease, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party, to be fixed by the court in the same action.

11.2 Relationship of the Parties. Nothing in this Lease shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that no provision herein, nor any acts of the Parties in connection with this Lease, shall be deemed to create any relationship between the Parties other than the relationship of landlord and tenant.

11.3 Remedies Not Exclusive. The various rights and remedies herein contained and reserved to each of the Parties, except as herein otherwise expressly provided, are not exclusive of any other right or remedy of such Party, but are cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by either Party, shall impair any such right, power or remedy or be construed as a waiver of any default or non-performance or as acquiescence therein.

11.4 No Presumption. This Lease shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either Party. Each Party represents and warrants to the other Party that they have been represented by, and have had the opportunity to consult with, legal counsel in connection with the review, negotiation and execution of this Lease.

11.5 Headings. The headings of the Articles and Sections contained herein are for convenience only and do not define, limit, or construe their contents. References in this Lease to "Articles", "Sections", and "Exhibits" are to the Articles and Sections in, and the Exhibits to, this Lease unless otherwise expressly stated.

11.6 Pronouns. When required by context, the singular includes the plural, and the neuter gender includes a person, corporation, firm or association.

11.7 Severability. If any term or provision of this Lease or the application of it to any person or circumstance shall to any extent be held by a court in an action between the Parties or otherwise affecting this Lease to be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

11.8 Immunity. Nothing contained in this Lease shall be construed to waive, limit or modify Landlord's governmental immunity from suit.

11.9 Integration/Amendments. This Lease is a fully integrated agreement. This Lease may not be amended or modified by any act or conduct of the Parties or by oral agreement, unless reduced to a writing signed by both Parties.

11.10 Authority. The individuals who execute this Lease represent and warrant that they are duly authorized to execute this Lease on behalf of Landlord or Tenant, as the case may be, that the Parties named are all the necessary and proper parties, and that no other signature, act or authorization is necessary to bind such entity to the provisions of this Lease.

11.11 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to its conflict of laws principles.

11.12 Incorporation. The Exhibits attached hereto are incorporated herein by reference and are an integral part of the Lease.

IN WITNESS WHEREOF, this Lease has been executed as of the date first above written.

LANDLORD:

SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION, an agency of the State of Utah

By_____
Name:_____
Its: _____

TENANT:

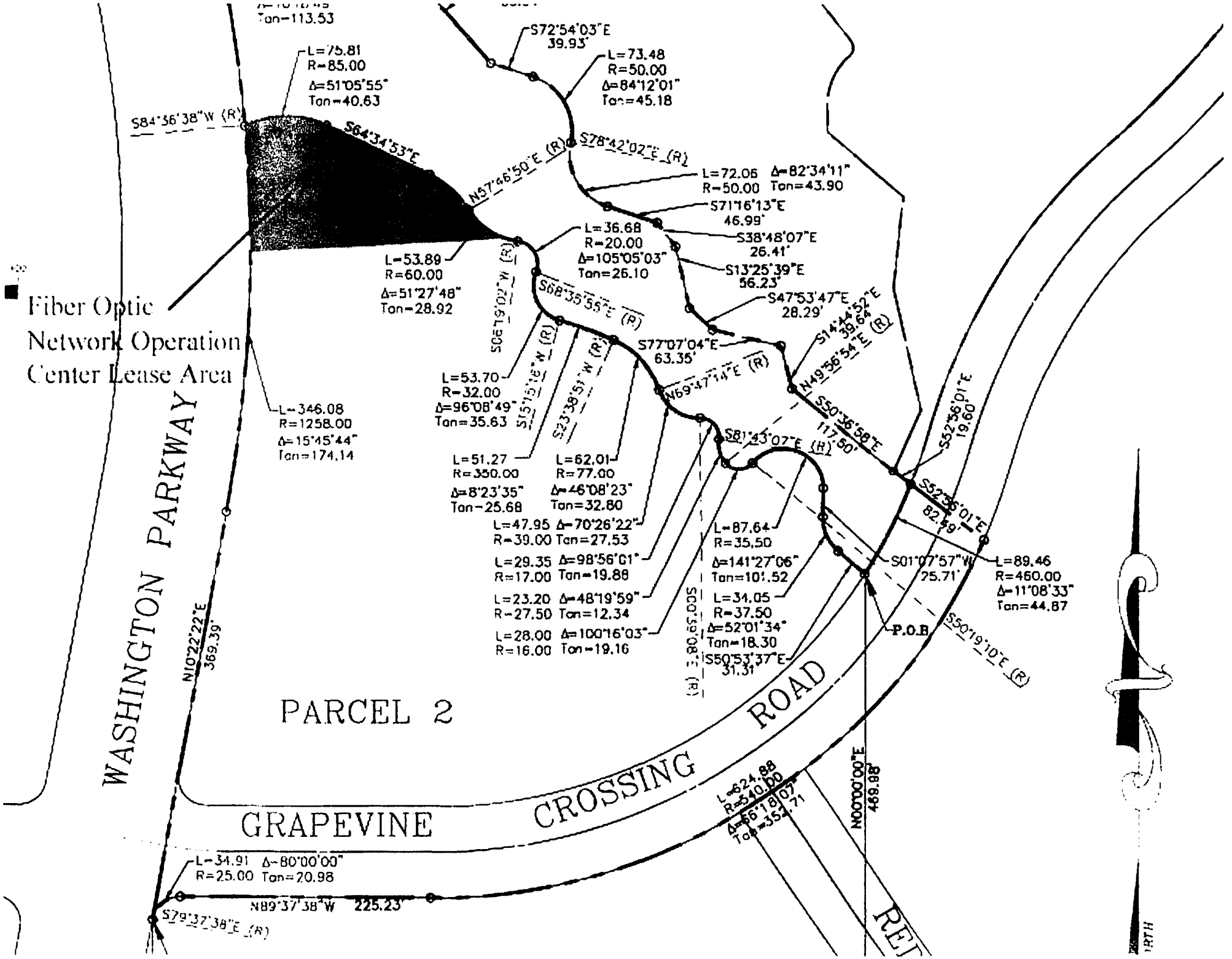
BROADWEAVE NETWORKS OF ST. GEORGE LLC, a Utah limited liability company

By_____
Name:_____
Its:_____

Approved as to Form:

_____
Mark L. Shurtleff, Utah Attorney General
by John Andrews, Special Assistant
Attorney General

EXHIBIT A
MAP OF THE DEMISED PROPERTY



Fiber Optic
Network Operation
Center Lease Area
WASHINGTON PARKWAY
PARCEL 2
GRAPEVINE CROSSING ROAD
S84°36'38"W (R)
S64°34'53"E
N57°46'50"E (R)
S78°42'02"E (R)
S72°54'03"E
39.93'
L=75.81
R=85.00
Δ=51°05'55"
Tan=40.63
L=73.48
R=50.00
Δ=84°12'01"
Tan=45.18
L=72.06 Δ=82°34'11"
R=50.00 Tan=43.90
S71°16'13"E
46.99'
S38°48'07"E
26.41'
S13°25'39"E
56.23'
S47°53'47"E
28.29'
S14°44'52"E
39.64'
N49°56'54"E (R)
S50°36'58"E
117.50'
S52°56'01"E
19.60'
S52°56'01"E
82.49'
L=89.46
R=460.00
Δ=11°08'33"
Tan=44.87
S01°07'57"W
25.71'
P.O.B.
S50°19'10"E (R)
N00°00'00"E
469.98'
L=624.88
R=540.00
Δ=66°18'07"
Tan=352.71
L=53.89
R=60.00
Δ=51°27'48"
Tan=28.92
L=36.68
R=20.00
Δ=105°05'03"
Tan=26.10
S68°35'55"E (R)
S06°19'02"W (R)
S77°07'04"E
63.35'
N69°47'14"E (R)
S81°43'07"E (R)
S00°39'08"E (R)
L=53.70
R=32.00
Δ=96°08'49"
Tan=35.63
S15°15'16"W (R)
S23°38'51"W (R)
L=346.08
R=1258.00
Δ=15°45'44"
Tan=174.14
L=51.27
R=350.00
Δ=8°23'35"
Tan=25.68
L=62.01
R=77.00
Δ=46°08'23"
Tan=32.80
L=47.95 Δ=70°26'22"
R=39.00 Tan=27.53
L=29.35 Δ=98°56'01"
R=17.00 Tan=19.88
L=23.20 Δ=48°19'59"
R=27.50 Tan=12.34
L=28.00 Δ=100°16'03"
R=16.00 Tan=19.16
L=87.64
R=35.50
Δ=141°27'06"
Tan=101.52
L=34.05
R=37.50
Δ=52°01'34"
Tan=18.30
S50°53'37"E
31.31'
N10°22'22"E
369.39'
L=34.91 Δ=80°00'00"
R=25.00 Tan=20.98
N89°37'38"W 225.23'
S79°37'38"E (R)
Tan=113.53

EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY

That certain real property consisting of approximately __ acres, located in Washington County, Utah, legally described as follows:

EXHIBIT C
TO THE LICENSE AGREEMENT
FORM ASSOCIATION SERVICES AGREEMENT

COMMUNITY ASSOCIATION COMMUNICATIONS SERVICES AGREEMENT

THIS COMMUNITY ASSOCIATION COMMUNICATIONS SERVICES AGREEMENT ("Agreement"), is entered into this ___ day of _____, 200___ by and between **SIENNA HILLS COMMUNITY ASSOCIATION**, a Utah nonprofit corporation ("**Association**"), and **BROADWEAVE NETWORKS OF ST. GEORGE LLC**, a Utah limited liability company ("**Broadweave**").

RECITALS:

A. Association is the master community association formed pursuant to the Community Association Act, Utah Code Ann. § 57-8a-101, *et seq.* for the purpose of operating and providing services to the residential properties in the Sienna Hills planned community ("Community") as defined and described in the Declaration of Covenants, Conditions, Restrictions, and Easements for Sienna Hills recorded with the Washington County Recorder as Entry No. _____, Book _____ at Page _____ ("Declaration").

B. Association desires to offer to homeowners and/or residents of the Community ("Homeowners") high-quality, affordable, broadband communications services, including telephone service, high-speed Internet access service, and multi-channel video service over a fiber-optic network ("Services"). The term Services shall also mean any and all services that are offered over the fiber-optic network Broadweave constructs in the Community.

C. Association believes that it will most affordably and effectively be able to secure the Services for the Community by engaging, on behalf of the Community, a qualified communications provider to operate and maintain, on an exclusive basis, a state-of-the-art fiber-to-the-premises network ("System").

D. By separate agreement between Broadweave and the State of Utah through the State and Institutional Trust Land Administration ("SITLA"), Broadweave has obtained a license to construct the System on easements retained and owned by SITLA within the Community ("License").

E. Association, after reasonable due diligence, has chosen Broadweave to construct, operate, and maintain the System, and to provide Basic Services (as defined herein) to each home and multi-family dwelling unit in the Community ("Home") on an exclusive basis consistent with the terms of this Agreement and applicable law.

F. Association desires, in further consideration of Broadweave's investment and in exchange for an agreement from Broadweave to provide Basic Services (as defined herein) to each Home on the terms set forth herein and to memorialize its commitment to Broadweave in this Agreement.

G. Association acknowledges that it is appropriate and necessary to fully and fairly disclose to each Homeowner (before the sale and settlement of a Home) that Basic Services will

be made available as an amenity of each Home and that payment for such availability will be a mandatory assessment of the Association, even though billed separately by Broadweave.

H. Broadweave may, subject to individual arrangements with each Homeowner, provide Additional Services (as further defined below) above and beyond the Basic Services to be provided to each Home.

AGREEMENT:

IN CONSIDERATION of the foregoing recitals, the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Association and Broadweave hereby agree as follows:

ARTICLE 1
RECITALS

1.1 The foregoing recitals are incorporated herein by reference.

ARTICLE 2
BROADWEAVE RESPONSIBILITIES

2.1 Services. Broadweave shall make Basic Services (as defined herein), and may make Additional Services (as defined herein), available to each Home in the Community as provided in the following terms:

(a) Cable Service. Broadweave shall provide to Association the transmission and maintenance of multi-channel video programming or other video programming, which must include local off-air broadcast channels identified in Exhibit 1 (as such identified list may change from time to time in accordance with this Agreement) and which may include other off-air and satellite channels ("Cable Service"), for delivery to each Home in the Community. Cable Service includes Basic Cable Service, Expanded Basic Cable Service and Premium Channels, all as further defined herein. "Basic Cable Service" shall mean the number and type of channels that are identified as Basic Television Service and set forth in Exhibit 1. "Expanded Basic Cable Service" shall mean video programming services or channels offered in addition to Basic Cable Service, excluding Premium Channels. "Premium Channels" shall mean any channel that the subscriber pays an additional fee to receive on a per channel or per program basis, including, for example (and not by way of limitation), HBO, Showtime, Cinemax, The Movie Channel, and any pay-per-view or video on demand programming. Broadweave reserves the right to add, delete, or modify the programming included in Basic Cable Service, Expanded Basic Cable Service and Premium Channels, but at all times shall offer programming reasonably similar to that provided by other franchised cable

providers in Washington County, Utah. Homeowners shall be notified at least thirty (30) days, or as soon as reasonably practicable, in advance of any such programming changes.

(b) Internet Service. Broadweave shall provide to Association that service which permits access from each Home in the Community to the worldwide system of computer networks as originally conceived by the Defense Advanced Research Project Agency, as such network continues to evolve, through Broadweave's network installed in the Community ("Internet Service"). Internet Service will include for each Home: (i) the software reasonably necessary to activate Internet Service in accordance with the specifications contained herein (to the extent additional software beyond what normally is provided by the manufacturer with a personal computer is required); (ii) up to five (5) static (non-varying) or Dynamic Host Configuration Protocol ("DHCP") (varying) IP addresses upon request, allowing Homeowner to connect up to five (5) computers or Internet appliances with different IP addresses to the Internet; and (iii) a service level designed to maintain average speeds of 5 mbps at least ninety-seven percent (97%) of the time ("Basic Internet Service"). Homeowners shall be required to furnish their own computers or other equivalent Internet access equipment to access the Internet Service ("Customer Internet Equipment" or "CIE"). Such CIE shall meet or exceed all applicable and prevailing industry and regulatory safety and performance standards, as well as the minimum criteria set forth in Exhibit 2 to this Agreement. Broadweave may reasonably modify the minimum criteria in Exhibit 2. Homeowners may purchase network interface cards ("NICs") (which are not included in the software provided by Broadweave as referenced above) from Broadweave at Broadweave's then-prevailing market rate for such NICs in the event that Homeowners' CIE does not include a NIC. In the event that a particular Homeowner's CIE is not in compliance with the minimum criteria set forth in Exhibit 2, Broadweave shall have the right to terminate or refuse service to such Homeowner without consequence under this Agreement. Any Homeowner that intentionally or recklessly interferes with operation of the System or Broadweave's equipment shall be liable to Broadweave for any damages to the System caused by the same and will indemnify Broadweave against any third party claims for damages relating to the same. Broadweave also will provide a wireless internet network within the Community

(c) Telephone Service. Broadweave shall provide to Association a telephone communication service accessible by each Home that is capable of transmitting voice, data and/or video (to the extent such functionalities are technically feasible to deliver over the traditional circuit switched telephone network) over the public switched telephone network (PSTN) and/or, as reasonably appropriate successor technologies become available and in Broadweave's discretion, packet switched and/or wireless cellular/personal communications services (PCS) networks ("Telephone Service"). "Basic Telephone Service" is as described in Exhibit 1. Basic Telephone Service must include access to the 911 emergency system maintained in the area. Telephone Service may also include enhanced applications and adjunct services and features attendant to Basic Telephone Service, such as voice mail, call waiting, caller ID, conference calling, call forwarding, and long distance dialing.

(d) Basic Services Availability. Broadweave shall make Basic Cable Service, Basic Internet Service, and Basic Telephone Service (collectively "Basic Services") available to each Home in the Community. Broadweave shall make Basic Services available to a Home no later than the date of anticipated initial occupancy of such Home provided Broadweave has been given at least seven (7) calendar days prior notice of such occupancy ("Basic Services Period"). Consistent with the terms of this Agreement, Basic Services shall be subject to change or modification in price, performance, and features as Broadweave, in Broadweave's sole discretion, shall deem necessary. Nothing in this paragraph or in this Agreement shall be construed to limit Broadweave's ability to add features, performance, capacity, and quality upgrades to the Basic Services as Broadweave, in its sole and absolute discretion, sees fit to introduce to its service packages, provided that the performance standards and programming limitations contained in this Agreement are maintained.

(e) Delivery of Additional Services by Broadweave. In addition to Basic Services, Broadweave may, during the term of this Agreement, offer to Homeowners additional services, including, but not limited to, Expanded Basic Cable Service, Premium Channels, pay-per-view, video on demand, upgraded Internet Service, enhanced Telephone Service, which Homeowners may purchase, as further detailed in Broadweave's literature, directly from Broadweave on an individual, service-by-service, or feature-by-feature basis and for which Broadweave will bill an additional charge ("Additional Services"). These Additional Services are generally described on Exhibit 3 and may be purchased *a la carte* or part of various packages offered by Broadweave. Broadweave may introduce new Additional Services at Broadweave's sole discretion. Additional Services shall be subject to change or modification in price, performance and features as Broadweave, in Broadweave's sole discretion, shall deem necessary. Nothing in this paragraph or in this Agreement shall be construed to limit Broadweave's ability to add features, performance, capacity, and quality upgrades to the Additional Services as Broadweave, in its sole and absolute discretion, sees fit to introduce to its service packages. Additional Services are not subject to the pricing limitations as set forth in Section 5.5 of this Agreement.

2.2 **Service Quality Standards**. Broadweave shall:

(a) Provide Services in accordance with applicable legal and regulatory standards, including those established by the Federal Communications Commission (the "FCC"), the State of Utah, and other governmental regulators, as well as reasonable industry standards generally applicable to Comparable Providers, as hereinafter defined, providing Services under comparable rate plans. "Comparable Providers" shall mean telecommunications service providers that provide residential Services in Washington County, Utah, including the incumbent local exchange carrier, and others who have similar technical service and performance abilities and who offer similar levels of customer service as required in this Agreement;

(b) Service, inspect and test relevant segments of the System at such frequency and in such a manner as is reasonably necessary to maintain an appropriate quality of service and to maintain the System in good working order and condition:

(c) Inform all Homeowners of their right to cable television and telephone repair, service and maintenance by displaying this information (including the telephone number to call) in appropriate Broadweave literature; the parties acknowledge that a statement in a brochure or agreement provided to each Homeowner at the time they initiate Services shall constitute compliance with this requirement;

(d) Provide written instructions to each Homeowner that explain the procedures for placing a service call to Broadweave; the parties acknowledge that a statement in a brochure or agreement provided to each Homeowner at the time they initiate Services shall constitute compliance with this requirement;

(e) Maintain regular business hours between 9:00 a.m. and 5:00 p.m., local time, Monday through Friday, except on days recognized as a Utah state or federal holiday;

(f) After regular business hours, forward its telephone lines to a live operator network operations center ("NOC"), which Homeowners may call in the event they experience a malfunction in their Services; the NOC will have the ability to contact and dispatch Broadweave's technical personnel in the event of an emergency;

(g) Respond, either by itself or through a designated service representative, to all service calls and trouble reports within a 24-hour time period after receiving notice of a service problem or trouble report (such response typically coming in the form of an email, voicemail, telephone call or site visit), except where the performance of Broadweave's obligations is prevented by Force Majeure, as defined herein;

(h) Respond to outages promptly after actual receipt of notification thereof (unless such a response is not reasonably practicable under the circumstances, in which case Broadweave shall respond as quickly as is reasonably practicable under the circumstances); and

(i) Comply with all reasonable security procedures applicable to the Community.

2.3 **Notice of Disruptions**. Broadweave shall give notice to Association prior to commencing any work on the System that Broadweave expects will result in a disruption of service to the Community. Broadweave shall not be required, however, to give notice to Association (1) in an emergency situation, (2) where such notice cannot practicably be given, or (3) for routine servicing and repair of the System that Broadweave does not expect will materially affect the provision of Services to the Community.

2.4 **Technical and Performance Review**. Upon written request from Association, Broadweave shall meet with representatives of Association to review significant technical improvements and other developments within the telecommunications and video industries and determine how, or if, they may be applied to the Community (Broadweave is not obligated to meet more than twice annually in response to any such request). Broadweave and Association shall reasonably cooperate and assist each other in conducting such reviews. In light of such

review, either party may issue an "Upgrade Request" stating whether an upgrade is recommended, describing any upgrade being requested, and setting forth the basis and the terms, conditions and impact of its request. If an upgrade is recommended, the parties shall confer in order to agree upon any relevant conditions, including, without limitation, technical specifications, the direct cost thereof, performance criteria and the appropriate changes to this Agreement. Within thirty (30) calendar days after a party issues an Upgrade Request, the responding party shall notify the requesting party, in writing, whether it will comply with the request. If the responding party does not so notify the requesting party within thirty (30) calendar days after receipt of the Upgrade Request, the responding party will be deemed to have rejected the Upgrade Request.

2.5 **Community Channels and Intranet**. Broadweave will allocate a channel to its channel lineup for the specific purpose of hosting a Community television channel to televise Community events, attractions, features, amenities, and lifestyle propositions and another channel specifically for the Community to use as it sees fit. Broadweave also will create a Community intranet portal for the purposes of displaying Community events, attractions, amenities and related information. Broadweave shall also provide wireless access to the Community. As part of Basic Services, Broadweave will also provide a camera system, at a minimum of three cameras, to monitor certain Association areas or other areas as agreed, including possibly pool areas, parks and/or recreation areas.

2.6 **Outside Delays**. If Broadweave's performance of any of its responsibilities in this Agreement is delayed or otherwise impaired by an act or omission of Association, a builder, a Homeowner, any utility, an affiliate or subcontractor of any of the aforementioned, or by an act of Force Majeure, then the time for Broadweave's performance of such responsibilities shall be extended, and otherwise excused, for such period of time up to the time lost by reason of the aforesaid causes or as otherwise reasonably necessary. Broadweave will provide Homeowners pro rata credits for service outages in accordance with Section 8.4.

2.7 **Authorizations**. Broadweave shall, at Broadweave's expense and at such times as may be required under applicable law and this Agreement, obtain and maintain all material permits, franchises, contracts, licenses, consents, authorizations from governmental agencies or third parties and any easements or rights-of-way outside of the Community that are reasonably necessary to construct, operate, and maintain the System and/or to provide Services to the Community.

2.8 **Home Wiring Inspection**. Broadweave shall provide home wiring and conduit inspection services upon receipt of such a request from a developer/builder at Broadweave's then-prevailing rates, to insure that the home wiring and conduit complies with the Broadweave wiring specifications given to a developer or builder constructing a Home in the Community. After such inspection, Broadweave shall notify Association, in writing, whether the home wiring and conduit inspected complies with the Broadweave home and conduit wiring specifications. In the event home wiring and conduit does not comply with the Broadweave home wiring and conduit specifications, Broadweave shall not be in default under this Agreement for problems, delays, or circumstances resulting from such non-compliance, and may, in its reasonable discretion, discontinue Services to a Home with non-compliant home wiring and conduit until such non-compliance is cured.

ARTICLE 3
ASSOCIATION RESPONSIBILITIES

3.1 **Marketing and Provision of Services**. To the extent permitted by law, the Association shall provide to Broadweave, for the term of this Agreement and any renewals thereof, the exclusive right to promote, market, sell, and provide Services in and to the Community. Such exclusive right shall include, but not be limited to, the right to include promotional materials in no less than four mailings by Association (should the Association decide to send mailings) to Homeowners and the right to obtain updated lists of Homeowner names and addresses upon request. Association shall not promote, market, or provide access for others to promote or market, to or within the Community, any Telephone, Cable, Internet, or Home Security Services provided by a provider other than Broadweave for the term of this Agreement, unless otherwise specifically required by applicable law (Association shall provide written notice to Broadweave of any law it believes requires promotion or marketing of others' service before engaging in such promotion or marketing). Association shall not, nor shall Association permit any of its respective affiliates, officers, employees, attorneys or other representatives or agents, to negotiate with, solicit, engage in any discussions with, provide any non-public information to, or otherwise cooperate with, any third party (other than Broadweave) which seeks to or expresses an interest in marketing, promoting, selling or providing Services in and to the Community.

3.2 **Alternate Provider Access**. Subject to and in accordance with Section 4.1, Association shall coordinate and cooperate with Broadweave in handling requests by Alternate Providers (as defined below) to access the Community and in implementing any agreed upon arrangements for such access. Association's coordination and cooperation shall include, but not be limited to, (i) reasonably facilitating construction activities by an Alternate Provider, and (ii) making any necessary modifications to access arrangements to accommodate an Alternate Provider.

3.3 **Access to Homes**. Association shall use reasonable best efforts to assist Broadweave in gaining access to Homes to facilitate Broadweave's performance under this Agreement, including, but not limited, access to a Home for the installation of Broadweave's equipment.

ARTICLE 4
ALTERNATE PROVIDER ACCESS

4.1 **Responsibility for Alternate Provider Access**. Broadweave shall be Association's duly authorized and exclusive agent to respond to requests from other providers ("Alternate Providers") seeking to provide Services to the Community and, as appropriate, to negotiate reasonable terms, conditions and compensation payable to Broadweave for the Alternate Provider's access to and/or use of Broadweave's System. In the event Association receives a request (a) from an Alternate Provider ("Requesting Provider") to provide Services to the Community, install facilities within the Community, or access the System, or (b) from a Homeowner requesting Services from an Alternate Provider, Association shall promptly, and in

any event within five (5) days of receiving such request, notify Broadweave of the request and provide written notice directly to the Requesting Provider or Homeowner to contact Broadweave.

4.2 **Standards for Interconnection**. In the event Broadweave reaches an agreement with an Alternate Provider to use the System, Broadweave shall designate an acceptable place and manner for interconnection of the Alternate Provider's facilities with the System, provided such interconnection does not impair Broadweave's ability to perform under this Agreement or downgrade the level of technology or performance of the System consistent with the standards of this Agreement. No interconnection shall be permitted without a demonstration from the Alternate Provider that all facilities, equipment and signals to be interconnected will comply, to Broadweave's satisfaction, with applicable technical and performance standards, including legal, regulatory and applicable industry standards, for all facilities, equipment and classes of signals. This Agreement is not intended to create or expand interconnection rights on behalf of third parties that do not otherwise exist under applicable law.

4.3 **Election to Choose Different Cable or Internet Provider.** Three years after the date that Broadweave first bills for the Basic Services, and not until such time, individual Homeowners in the Association shall have the ability to elect to use either a different provider for Cable Services or (and not both) a different provider for Internet Services without having to pay for monthly Association dues attributable to the same. If any Homeowner makes this election, Broadweave shall be allowed to increase the rate charged to such Homeowner for its Telephone Services and the remaining of either the Cable Services or Internet Services by an amount not to exceed twenty-five percent (25%) of the then-existing rate charged for these services by Broadweave.

ARTICLE 5
RATES

5.1 **Basic Cable Rates**. The initial rates for Basic Cable Service shall be $32.99 per Home, per month (plus applicable taxes, franchise and regulatory fees) ("Cable Base Rate").

5.2 **Basic Internet Rates**. The initial rates for the Basic Internet Service shall be $34.99 per Home, per month (plus applicable taxes, and franchise and regulatory fees) ("Internet Base Rate").

5.3 **Basic Telephone Rates**. The initial rates for the Basic Telephone Service shall be $25.99 per Home, per month (plus applicable taxes, franchise and regulatory fees) ("Telephone Base Rate" and together with the Cable Base Rate and the Internet Base Rate (for a total of $93.97 plus applicable taxes, franchise and regulatory fees), the "Base Rates").

5.4 **Basic Services.** Broadweave may only charge the Base Rates, a $4.99 equipment fee for a NID equipment rental fee, and applicable governmental fees and taxes, in providing the required Basic Services to each Home in the Community.

5.5 **Equipment Rental Rates**. One TV set-top box (analogous to DSL or cable modems rental charges) is included in the Base Rates but it is agreed that Broadweave may charge additional, monthly equipment rental fees against Homeowners for additional TV set-top boxes in the amount of $4.99 per month for each such device and for rental of all other Broadweave equipment in an additional amount of $4.99 per month in relation to Additional Services.

5.6 **Limits on Increases**. Broadweave shall be entitled to raise the Base Rates, annually on a calendar year basis upon sixty (60) days prior written notice to Association, for increases in Broadweave's telephone costs, programming costs, operating expenses, and Internet access costs and for inflation at the rate of the Consumer Price Index plus two percent (2%). Broadweave agrees to maintain the Basic Services at a price that averages at least 10% below the prices charged to a single residential customer for similar services by both the incumbent cable operator (for cable and internet access) and the incumbent local exchange carrier (for primary-line voice telephone service) for the term of this Agreement. Upon written request, Broadweave shall provide a written side-by-side comparison of its rates with the rates of incumbents. Nothing in this paragraph or in this Agreement shall be construed to limit Broadweave's ability to add features, performance, capacity, and quality upgrades to the Basic Services as Broadweave, in its sole and absolute discretion, sees fit to improve its Basic Services packages as long as the Basic Services meet the pricing requirements set forth in this Section and any programming and performance limitations and/or requirement contained elsewhere in this Agreement.

5.7 **Activation Charges for Basic Services**. Broadweave will charge and bill to each Homeowner a one-time activation fee (plus applicable taxes) to activate Basic Services (the "Activation Charge") The Activation Charge will be Eighty Four Dollars ($84) during the first year of this Agreement and may be increased, at Broadweave's discretion, thereafter at up to five percent (5%) per year. The Activation Charge will include the activation of Basic Cable Service at up to 3 outlets in the Home, as requested by the Homeowner. The Activation Charge will include the connection of one computer to Internet Service. The connection of additional computers to Internet Service will be subject to Broadweave's then-prevailing standard installation charges at the time of the installation.

5.8 **Billing and Payment for Basic Services**. Broadweave will bill each Homeowner directly for Basic Services on a monthly basis. Payment to Broadweave of billed amounts for Basic Services shall be due and payable thirty (30) days from a Homeowner's receipt of each bill. The monthly bill from Broadweave will reflect each Homeowner's name, address, the date of service availability and totals of all monies owed (prorated if necessary) for Basic Services rendered. The monies due and payable to Broadweave for Basic Services are not in any way contingent upon (i) whether or not a Homeowner used the Basic Services, or (ii) a Homeowner electing to receive all or any Basic Services from an Alternate Provider. If a Home is sold and settled in the course of a month, then payments due hereunder shall be prorated based on the number of days during such month that Basic Services were made available to the Home. The price for basic and premium services does not include taxes, equipment fees or rentals, installation charges, or regulatory fees and charges such as: 911 relay and e911 access, Utah Poison Control Center Surcharge, Federal Access Charge, Federal Universal Service Fund, Local Number Portability Charge, Federal Excise Tax, Extended Area Calling Charge, Utah Universal

Service Support Fund, Utah combined and use tax, Cable/Satellite tax/franchise fees, and any other similar regulatory charge, tax, or fee, all of which are owed by the Homeowner in addition to Base Rates.

5.9 **Collection of Charges for Basic Services from Homeowners.** Broadweave shall bill for and collect amounts due for Basic Services (and any amounts due that are related to an equipment fee or tax related to Basic Services) from Homeowners as a part of Association's regular assessments. Association shall, in the event a Homeowner is unable to pay Broadweave, as provided herein, for Basic Services, secure the obligation of each Homeowner to pay dues and/or assessments for Basic Services by all reasonable means, including, without limitation, a lien on each Homeowner's Home. In the event that a Homeowner fails to timely make the monthly payment as set forth above and any payment remains delinquent for thirty (30) days, then notwithstanding anything to the contrary contained herein, Broadweave shall have the right, subject to applicable law and in addition to and without prejudice to any other rights and remedies available to Broadweave, to disconnect Services to such Homeowner. Broadweave shall also have a right to have the Association assign to Broadweave the Association's rights to collect charges from Homeowners for unpaid Basic Services as part of the Homeowners' Association fee. Before requesting of the Association an assignment of the rights to collect unpaid charges, Broadweave shall have provided the Homeowner with thirty (30) days' prior written notice. Broadweave shall have the right to charge a Homeowner a late fee charge of 1.5% per month of the outstanding balance as a late charge to compensate Broadweave for the administrative expense of processing such late payment. Furthermore, Association acknowledges that Broadweave has the right to commence any and all collection actions available to it under applicable law.

5.10 **Charges, Billing and Payment for Other Services and Equipment.** Homeowners and Broadweave will be permitted to contract directly for home wiring installation, inspection and maintenance services, Additional Equipment, and Additional Services to the extent offered by Broadweave. Charges for such other services and equipment will be computed and billed at Broadweave's then-prevailing rates for such other services and equipment, including activation charges, and shall be in addition to any sum, fee or assessment such Homeowner is required to pay for the Basic Services by virtue of its ownership of a Home within the Community. The rates for such other services and equipment are subject to change from time to time at Broadweave's sole discretion, provided that the rates will be competitive to the rates charged by any incumbent or franchised providers and/or carriers, as the case may be, in Washington County, Utah. Broadweave will bill or invoice Homeowners separately and directly for all such other services and equipment. Each bill or invoice to a Homeowner will include instructions for such Homeowner to remit payment directly to Broadweave, or its designee, by or on a date of the month designated by Broadweave, or its designee, following the month in which the billed charges were incurred. Broadweave shall be responsible to ensure that the billings will be sufficiently detailed to comply with all applicable laws and rules, including, without limitation, truth in billing rules of the FCC or other regulatory agencies. Association acknowledges that Broadweave has the right to commence any and all collection actions available to it under applicable law. Broadweave shall have the right to disconnect Additional Services and Additional Equipment in the event that Broadweave is not paid by Homeowner the full amount due each month on a timely basis.

5.11 **Legally Blind or Hearing Impaired Homeowners**. Any hearing impaired or legally blind Homeowner who occupies a Home without a non-hearing impaired or sighted person may discontinue Cable Service under this Agreement without incurring a disconnect fee, penalty or subsequent service charge.

5.12 **Interest and Late Charges**. Nothing herein will be construed to prohibit, consistent with applicable law, Broadweave from charging Homeowners interest, collection fees and/or late fees on any overdue or past due amounts for Services. Late payments by Homeowners for Services will be governed by the individual services agreement that will be entered into between Broadweave and each Homeowner.

ARTICLE 6
RIGHT TO TERMINATE SERVICES

6.1 **Unauthorized or Unsafe Use of Services**. Broadweave may, at its discretion, terminate Services to any Homeowner in the event such Homeowner engages in unauthorized or unsafe use of Services, theft of signal, or violation of any agreement between Homeowner and Broadweave, or violation of a federal, state or local law or regulation governing the Services. Termination of any Service to such Homeowner shall not prejudice or limit any other rights or remedies Broadweave may have.

ARTICLE 7
COVENANTS

7.1 **Association**. Association covenants, represents and warrants as follows:

(a) Exclusive Marketing. Association agrees that, to the extent it markets communication services, it will only market Broadweave's Services, and will not market any Alternate Provider's services during the term of this Agreement.

(b) Disclosure to Homeowners. Association covenants to disclose to each Homeowner the Required Disclosures.

(c) Binding Obligation of Declaration. Upon recording (which recording shall occur as soon as reasonably practicable after execution of Agreement), the Declaration will be a binding obligation of Association and enforceable against Association in accordance with its terms. Association will provide Broadweave a copy of the Declaration contemporaneously with the execution of this Agreement and will submit any subsequent proposed amendments to the Declaration that relate in any way to Broadweave to Broadweave for review and comment. Association will not amend the Declaration such that the amendment would (i) result in a termination of this Agreement or allow Association to terminate this Agreement or (ii) have a materially adverse effect on Broadweave or Broadweave's rights under this Agreement.

(d) Authority and Binding Obligation. Association each has the full corporate power and authority, of its own accord and/or through appropriate arrangements with Homeowners or others, to enter into, deliver and fully perform the terms and conditions of this Agreement. This Agreement has been duly executed and delivered by Association and constitutes the valid and binding obligation thereof enforceable against Association in accordance with its terms.

(e) Organization and Standing. Association is a Utah non profit corporation duly organized, validly existing and in good standing under the laws of Utah.

(f) No Prohibition on Performance. There exists no event or circumstance within the control of Association, or to the knowledge of Association, that precludes or prohibits Association from performing their respective obligations under this Agreement.

(g) Approvals, Authorizations and Inspections. Association covenants that it will cooperate with Broadweave in Broadweave's effort to obtain any and all approvals and authorizations, or during any inspections, required for the System.

7.2 **Broadweave**. Broadweave covenants, represents and warrants the following:

(a) Organization and Standing. Broadweave is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Utah.

(b) Authorization and Binding Obligation. Broadweave has full limited liability company power and authority to enter into, deliver and fully perform this Agreement. This Agreement has been duly executed and delivered by Broadweave, and constitutes the valid and binding obligation thereof, enforceable against Broadweave in accordance with its terms.

(c) No Prohibition on Performance. There exists no event or circumstance within the control of Broadweave, or to the knowledge of Broadweave, which precludes or prohibits Broadweave from performing its obligations under this Agreement.

(d) Governmental Authorizations. Broadweave shall obtain all necessary permits, licenses, franchises, and authorizations, to the extent required, to construct and operate the System, as well as provide the Services.

(e) Compliance with Laws. In the exercise of the rights, privileges, and licenses granted herein, Broadweave shall comply with all applicable local, state and/or federal laws, regulations, standards and specifications relating to the installation, operation, use, maintenance, repair, and replacement of the System.

(f) Operation. Broadweave covenants to operate the System in accordance with all regulations, laws and requirements, and the requirements of this Agreement. Broadweave further covenants that at no time will it cease or allow the System to cease operating based upon a default or termination as defined herein and that in the event this Agreement terminates, Broadweave will ensure that the System continues operating until

such time as another obtains and begins to operate the System, so long as Broadweave continues to receive the compensation contemplated by this Agreement during such time of interim operations. The requirements of this covenant to operate shall survive termination or expiration of the Agreement.

ARTICLE 8
LIMITATION OF LIABILITY

8.1 **No Liability for Consequential Damages.** NEITHER BROADWEAVE NOR ASSOCIATION WILL BE LIABLE TO THE OTHER, THEIR RESPECTIVE AFFILIATES, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, OR ANY THIRD PARTY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES, LOSSES, ALLEGATIONS, CLAIMS, SUITS, OR OTHER PROCEEDINGS, EXPENSES, LIABILITIES, OR COSTS (INCLUDING LEGAL FEES), INCLUDING LOSS OF PROFITS, EARNINGS, BUSINESS OPPORTUNITIES, OR DATA, IN ACCURACY OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR PERSONAL INJURY (INCLUDING DEATH), RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, (I) THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT (IT BEING AGREED THAT DIRECT DAMAGES RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH ANY EVENT OF DEFAULT DUE TO A PARTY'S FAILURE TO CURE ITS BREACH OF THIS AGREEMENT ARE EXCLUDED FROM THIS LIMITATION OF LIABILITY); (II) USE OF ANY SERVICES PROVIDED HEREUNDER BY A HOMEOWNER OR ANY THIRD PARTY, WITHOUT LIMITATION; (III) A CONTENTION THAT THE USE OF SUCH SERVICES BY HOMEOWNER OR ANY THIRD PARTY INFRINGES THE COPYRIGHT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY, OR CONTRACTUAL RIGHT OF ANY THIRD PARTY; (IV) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, NONDELIVERIES, MISDELIVERIES, TRANSMISSION, OR ANY FAILURE OF PERFORMANCE OF THE SERVICES; (V) ACTS OR OCCURRENCES BEYOND THE OTHER'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION FORCE MAJEURE, AS DEFINED HEREIN, OR FAILURE OF PERFORMANCE BY AN ENTITY PROVIDING PREREQUISITE SERVICES RELATED TO THE PROVISION OF THE SERVICES TO THE COMMUNITY; (VI) THE CONTENT OF SERVICES AVAILABLE ON THE INTERNET OR OTHERWISE AVAILABLE THROUGH THE SERVICES, INCLUDING THE ACCURACY, QUALITY, AND CONFIDENTIALITY OF INFORMATION OBTAINED THROUGH THIRD PARTIES THROUGH THE SERVICES; (VII) THE ACTIVITIES OF OTHER INTERNET USERS IN ACCESSING OR MONITORING ANY HOMEOWNER'S OR THIRD PARTY'S COMPUTERS OR INTERNET APPLIANCE OR THEIR RESPECTIVE USE OF THE SERVICES; AND/OR (VIII) UPSTREAM VOICE AND DATA PROVIDER FAILURES UPSTREAM SATELLITE PROVIDER FAILURES, HOME-WIRING FAILURES (INCLUDING FAILURE OF SUCH TO MEET SPECIFICATIONS REQUIRED OF HOMEOWNERS), HOME COMPUTER FAILURES, HACKERS, COMPUTER VIRUSES, POWER FAILURES, NATURAL DISASTERS, AND/OR DAMAGE CAUSED TO FIBER

OPTIC CABLE OR OTHER COMPONENTS OF THE SYSTEM CAUSED BY HOMEOWNERS, ASSOCIATION, OR THIRD PARTIES.

8.2 **No Liability for Content**. The parties agree that Broadweave has no control over, nor does it undertake to control, the information that passes over or through its telecommunications facilities, including its data communications facilities. Association acknowledges that Broadweave is not responsible for any damages caused by information or other communications received or posted by Association or any Homeowner or other customer of Broadweave within the Community.

8.3 **Disclaimer of Certain Warranties**. BROADWEAVE MAKES NO WARRANTY OR REPRESENTATION REGARDING THE CONTENT, STABILITY, OR USABILITY OF SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

8.4 **Liability for Services Outages**. THE HOMEOWNER'S SOLE REMEDY FOR LOST SERVICES OR LOST DATA, INCLUDING DUE TO EXTRAORDINARY OR UNREASONABLE INTERRUPTIONS OF SERVICES, SHALL BE A CREDIT FOR THE EXACT TIME THE SERVICES WERE NOT AVAILABLE FOR USE; PROVIDED THAT SUCH LOSS OF SERVICES EXISTED FOR TWELVE (12) CONTINUOUS HOURS (WITH DOWNTIME FOR ORDINARY MAINTENANCE EXCEPTED) IN ANY TWENTY-FOUR (24) HOUR PERIOD AND SUCH HOMEOWNER PROVIDES NOTICE OF SUCH LOSS OF SERVICES AND REQUESTS SUCH CREDITS. BROADWEAVE SHALL NOT BE RESPONSIBLE FOR ANY OTHER DAMAGES, INCLUDING THE LOSS OR DAMAGE OR DESTRUCTION OF PROPERTY, INJURY TO PERSON OR ANIMALS, LOST DATA, LOST PROFITS, OR LOST OPPORTUNITIES, AND ANY OTHER REMOTE, INCIDENTAL, INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGE OF ANY KIND. ASSOCIATION ACKNOWLEDGES THAT SERVICES ARE SUBJECT TO PERIODIC INTERRUPTIONS OR DOWNTIME AND THAT BROADWEAVE HAS COVENANTED TO MINIMIZE ANY SUCH OUTAGES.

ARTICLE 9
DEFAULT

9.1 **Breach**. During the term of this Agreement, a party ("Claimant") may assert that the other party has committed a breach of the terms of this Agreement ("Breach"), by providing a written notice detailing the nature of the Breach ("Breach Notice") to the party against whom the Breach is being claimed ("Breaching Party").

9.2 **Cure Period**. The Breaching Party shall have thirty (30) calendar days from receipt of the Breach Notice to cure said Breach, unless the cure period for such Breach is otherwise established in this Agreement or such Breach is not reasonably curable within such thirty (30) calendar days. If the Breaching Party does not contest the validity of the Breach Notice and fails to cure said Breach within said thirty (30) calendar days, such failure shall

constitute an event of default ("Event of Default"). If the Breach is not reasonably susceptible to cure within the thirty (30) calendar day period, the Breaching Party shall have a reasonable period of time to cure the default if it commences the cure within the initial thirty (30) calendar day period.

9.3 **Dispute Notice**. If the Breaching Party contests the validity of the Breach Notice, the Breaching Party must do so within ten (10) business days after receipt of the Breach Notice by providing written notice to Claimant regarding its intent to contest the Breach Notice ("Dispute Notice"). The Dispute Notice shall state with specificity all facts and circumstances surrounding the alleged Breach (to the extent known by the Breaching Party) and describe why or how the alleged Breach specified in the Breach Notice does not violate a provision of this Agreement. No more than two (2) business days after the Dispute Notice is received by Claimant, representatives of the Breaching Party and Claimant shall meet at a mutually agreeable location to seek to resolve the dispute regarding the Breach as articulated in the Breach Notice and Dispute Notice. The representatives shall work diligently and in good faith for a period of up to five (5) business days thereafter to seek agreement upon a resolution of the asserted Breach ("Breach Resolution").

9.4 **Resolution Period**. If the parties develop a Breach Resolution, Claimant shall not, as to the subject matter of such Breach Resolution, exercise its rights granted under this section prior to expiration of the cure period set forth in the Breach Resolution ("Resolution Period"). The failure on the part of a Breaching Party to cure the Breach within the Resolution Period shall be deemed an Event of Default. If the Breaching Party effectuates a cure to the Breach within the Resolution Period, such prior non-compliance shall not be deemed an Event of Default.

9.5 **Failure to Develop Resolution**. If the representatives do not develop a Breach Resolution within five (5) business days after Claimant's receipt of the Dispute Notice and the Breaching Party has not cured the Breach within such period, Claimant may provide notice to Breaching Party that Claimant considers Breaching Party to have committed an Event of Default and the rights and remedies provided in this section shall be available to Claimant: provided, however, that the issue of whether the Breach Notice correctly identifies a breach of this Agreement shall be subject to the Expedited Dispute Resolution procedures contained in paragraph 11.2 herein, and no Event of Default shall be deemed to have occurred unless and until the Claimant is successful at the arbitration contemplated by the Expedited Dispute Resolution.

9.6 **Acknowledgment of Cure**. Following the Breaching Party's proper cure of a Breach, Claimant shall deliver to the Breaching Party a written notice acknowledging that such cure has been adequately effectuated.

9.7 **Dispute Regarding Effective Cure**. Expedited Dispute Resolution shall be utilized for the purpose of resolving any dispute as to whether a cure has been effectuated in accordance with the applicable Breach Resolution.

9.8 **Default Remedies**. If a party commits an Event of Default, the other party shall have the right to avail itself of all rights and remedies, including, without limitation, specific

enforcement; provided, however, that the remedy of termination is only available for the Events of Default listed herein.

9.9 **Termination by Association**. This Agreement may be terminated by Association, subject to the dispute and cure provisions provided in this Agreement, upon the occurrence of any of the following events that result in Events of Default:

(a) Broadweave demonstrates consistent gross negligence and/or incompetence in the management of the System;

(b) Broadweave materially fails to meet the performance standards set forth in this Agreement; or

(c) Broadweave materially fails to operate and maintain the System in a manner that complies with applicable material safety standards, and such failure constitutes an imminent threat to general health or safety.

9.10 **Termination by Broadweave**. This Agreement may be terminated by Broadweave upon the occurrence of any of the following events:

(a) If any legislative, judicial, or regulatory action or decision shall occur which precludes or prohibits Broadweave from providing the Services:

(b) If applicable law prohibits the payment and collection of charges for Basic Services by including such charges in Homeowners' assessments whether or not a Homeowner uses Basic Services; or

(c) Subject to the dispute and cure provisions provided in this Agreement, Association commits a material breach of this Agreement that results in an Event of Default. For purposes of this Agreement, a "material breach" by the Association means a breach that has a material adverse effect on the Services or the System.

ARTICLE 10
TERM

10.1 **Commencement Date and Term**. This Agreement shall commence on the Effective Date for a period of twenty-five (25) years, provided, however, that if the License terminates, this Agreement shall terminate.

10.2 **Renewal**. This Agreement will automatically renew for an additional twenty-five (25) year renewal term upon expiration of the first term, provided, however, that during any renewal term, either party may terminate this Agreement, for any reason whatsoever, upon one (1) year's written notice.

10.3 **Continuing Obligations**. Upon the termination or expiration of this Agreement, the parties shall be relieved of all rights and obligations hereunder except for those rights and

obligations which expressly survive termination or expiration including, without limitation, (i) Broadweave's obligation to operate the System, without interruption, until transfer of the System to another or until another provider is offering the Services to the Homeowners (provided that Broadweave is compensated during such period in accordance with this Agreement for continuing to operate the System during such interim period), and (ii) restrictions on the disclosure of confidential information, to the extent allowed by law.

ARTICLE 11
DISPUTE RESOLUTION

11.1 **Dispute Resolution**. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the parties cannot resolve the dispute within five (5) business days, the parties agree to proceed to mediation as provided below. Pending the resolution of any dispute, the parties shall continue to fulfill their respective obligations under this Agreement. If a dispute is not resolved within the time limit set forth above, the parties agree to proceed to mediation of the dispute under the mediation rules of the American Arbitration Association ("AAA") and to conclude such mediation within ten (10) business days after the filing by a party of a request to AAA for mediation. Each party agrees to pay its own costs, plus an equal share of the costs of the mediator and mediation facilities. If a dispute is not resolved by mediation within the time provided above, the parties may pursue any appropriate legal remedy. Notwithstanding the foregoing, the parties agree that either party may bring in any appropriate forum a request or petition for a temporary restraining order or preliminary injunction.

11.2 **Expedited Dispute Resolution**. Notwithstanding the dispute resolution procedures provided in Section 11.1 above, either party may initiate Expedited Dispute Resolution for matters arising out of provisions of this Agreement that expressly make Expedited Dispute Resolution available. A party may initiate Expedited Dispute Resolution by submitting written notice to the other party of a dispute and a request for Expedited Dispute Resolution ("EDR Notice"). For purposes of this Section, the EDR Notice must be provided by means of same-day delivery, such delivery subject to confirmation, including hand-delivery of written notice, telecopy, or electronic mail. The EDR Notice shall specify the issues in dispute and the outcome desired by the party giving such notice ("Noticing Party"). The parties, after receipt of the EDR Notice, shall negotiate in good faith for five (5) business days in an attempt to resolve the dispute ("Initial Period"). During the Initial Period, and at the same time the negotiations described in the preceding sentence are taking place, (i) the Noticing Party shall file a request ("Request for Arbitration") with AAA to appoint an arbitrator with expertise in communications-related issues ("Arbitrator"), and (ii) each party to the dispute will appoint an expert with knowledge of the subject matter of the dispute ("Party Experts"). The Request for Arbitration shall include a copy of this Section and a statement directing the Arbitrator to conduct the proceedings and render a decision consistent herewith. If the dispute is not resolved within the Initial Period, the Party Experts shall thereafter for a second five (5) business day period commencing immediately upon conclusion of the Initial Period ("Second Period") meet and (i) negotiate in good faith in an attempt to develop a consensual resolution, and (ii) develop a position acceptable to each such party as to the appropriate final resolution of the dispute ("Final

Position"). If the dispute is still unresolved after the Second Period, the parties will, within five (5) business days after the conclusion of the Second Period, submit their Final Positions in writing, with a written statement of reasons, to the Arbitrator and to all other parties ("Submission"). The Arbitrator will then be required to render a final decision, with reasons stated, within fifteen (15) business days of the date of receipt of all parties Submissions (or within fifteen (15) business days after appointment of the Arbitrator if such appointment is not in place at the date for submittal of the Submissions despite all parties' good faith efforts and for reasons outside the parties' control, in which case the parties shall diligently and in good faith seek the appointment of the Arbitrator as soon as possible) ("Arbitration Period"). Failure to submit a Submission within the required time shall be deemed a waiver of such party's right to submit a Submission, unless a late submittal is expressly permitted by all other parties to the dispute. The Arbitrator will be directed to select one of the parties Final Positions without change, unless extraordinary circumstances dictate otherwise. Any arbitration decision that deviates from one of the parties' Final Positions shall include a written statement of the reasons, including a specific statement of the "extraordinary circumstances," that justifies such a deviation. The Arbitrator may, in his or her discretion, convene one (1) hearing, on no less than five (5) business days written notice, such hearing not to exceed one (1) day in length; provided that the convening of such a hearing shall not extend the time period that the Arbitrator has to render a final decision. Availability of discovery shall be only at the discretion of the Arbitrator. Any request for discovery shall be made at the time of submittal of the Submissions, with reasons stated. The presumption shall be against the allowance of discovery unless the Arbitrator determines that discovery is materially necessary to a just resolution of the dispute. Unless otherwise stated or modified, all other applicable rules of the AAA shall apply.

ARTICLE 12
CONFIDENTIAL INFORMATION

12.1 **Confidentiality.** Association agrees that Broadweave has and will reveal certain confidential information to Association, including, without limitation, its manner of doing business, the elements and design of the System, and any information specifically marked by Broadweave as "Confidential Information" ("Confidential Information"), and that the unauthorized disclosure and/or use of Confidential Information would be damaging to Broadweave. Accordingly, Association agrees:

(a) Not to use Confidential Information other than in connection with its performance under this Agreement;

(b) To maintain the Confidential Information in confidence and not to disclose any portion of the Confidential Information to any persons or entities other than the Association's employees or affiliates who have a need to use the same in connection with its performance under this Agreement; and

(c) To cause each of the Association's employees or affiliates who have access to the Confidential Information to exercise the same degree of care as Association

normally exercises to preserve and safeguard its own confidential and proprietary information.

The foregoing restrictions in this section do not apply to the Association during any time when SITLA is acting as the declarant of the Association. During such times SITLA will classify the Confidential Information as a protected record as that term is defined in the Governmental Records and Access Management Act, Utah Code Ann. § 63-2-304, provided that such information is classifiable as a protected record.

12.2 **Public Domain**. Such obligations of nonuse and nondisclosure shall not apply to information that is now in, or hereafter becomes part of, the public domain, whether by publication or otherwise, other than as a result of the Association's breach of this Agreement, or to information that Broadweave authorizes in writing for public release.

ARTICLE 13
GENERAL TERMS

13.1 **Publicity/Trademark Licenses**. Association and Broadweave hereby grant to the other a non-exclusive license to use the name and logo of the other in advertising and promoting the Services in the Community for the term of this Agreement. No licenses, express or implied, under any patents, copyrights, trademarks, service marks, or trade secrets, are granted to Association by Broadweave unless otherwise agreed to herein. No licenses, express or implied, under any patents, copyrights, trademarks, service marks, or trade secrets, are granted to Broadweave by Association unless otherwise expressly agreed to herein.

13.2 **Cooperation; Non-Interference**. The parties agree to cooperate with the other and use reasonable efforts to assist the other in the performance of the other's obligations and the exercise of its rights contained in this Agreement and that it will not intentionally interfere with the other's performance under this Agreement.

13.3 **System Ownership.** Subject to the provisions of any separate agreement between SITLA and Broadweave, the System shall be and remain the property of, and under the control of, Broadweave at all time (unless otherwise transferred or sold by Broadweave), including those components installed into the ground or within interior corridors and conduit that might otherwise be considered fixtures under applicable law. Association shall not misuse, alter, move, remove, or modify the System in any way.

13.4 **Home Wiring Ownership**. All Home Wiring shall be owned and maintained by the Homeowners, except that Broadweave shall, in its sole discretion and at the request and expense of a Homeowner, service and repair Home Wiring pursuant to a separate written agreement. The NID, installed by Broadweave on or near each Home in the Community as per the home wiring specifications, shall be a "demarcation point" as that term is used under applicable FCC rules and decisions relating to telephone inside wire and/or cable television home wiring and is the point where Broadweave's ownership rights and responsibilities end and the Homeowner's

rights and responsibilities begin. Broadweave shall be responsible to service the NID, including its batteries, as part of its obligation to maintain the System.

13.5 **Governing Law**. This Agreement has been executed and delivered, and is intended to be performed, in the State of Utah and the terms, conditions, covenants and agreement herein contained shall be governed, construed and controlled according to the laws of the State of Utah, without regard to its law regarding conflicts of law, and the laws of the United States.

13.6 **Waiver**. No failure on the part of any party hereto to enforce any right hereunder shall be considered a waiver of such right or any subsequent right.

13.7 **Notices**. Notices shall be in writing and shall be given by (a) personal delivery, (b) deposit in the United States mail, certified mail, return receipt requested (which receipt shall be preserved as evidence of delivery), postage prepaid, or (c) overnight express delivery service, addressed or transmitted to Association and Broadweave at the following addresses, or to such other addresses as either party may designate to the other in a writing delivered in accordance with the provisions of this Section:

If to Association: **SIENNA HILLS COMMUNITY ASSOCIATION**
Attn: Assistant Director for Development, SITLA
2303 North Coral Canyon Blvd., Suite 100A
Washington, UT 84780

With a copy to: **SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION**
Attn: John Andrews, Esq.
675 East 500 South, Suite 500
Salt Lake City, UT 84102

And a copy to: **SNELL & WILMER L.L.P.**
Attn: Cary Jones, Esq.
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

If to Broadweave: **BROADWEAVE NETWORKS OF ST. GEORGE LLC**
Attn: Stephen Christensen, Jr.
3940 N. Traverse Mountain Blvd., Suite 100
Lehi, UT 84043

With a copy to: **PARR WADDOUPS BROWN GEE & LOVELESS**
Attn: James L Ahlstrom, Esq.
185 South State Street, Suite 1300
Salt Lake City, UT 84111

All notices shall be deemed to have been delivered and shall be effective upon the date of actual receipt.

13.8 Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

13.9 Construction. The titles which are used following the number of each Section are so used only for convenience in locating various provisions of this Agreement and shall not be deemed to affect the interpretation or construction of such provisions. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement. This Agreement shall not be construed for or against Association or Broadweave. References in this Agreement to "Sections," "Articles," and "Exhibits" refer to the Sections and Articles of and the Exhibits to this Agreement unless otherwise noted.

13.10 Authorized Agents. Association understands and agrees that Broadweave may, from time to time, enter into contracts with affiliates, agents or authorized vendors (collectively "Authorized Agents") for the purpose of performing under this Agreement. The access to, entry upon, and exit from the Community herein granted by SITLA to Broadweave shall extend to such Authorized Agent(s). Association agrees that Authorized Agents shall have the right to market and contract with Homeowners in the Community for Additional Services, who shall be charged and billed individually and separately for such services.

13.11 Force Majeure. No liability or breach of this Agreement shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the party affected ("Force Majeure"), including, but not limited to, fire, extreme weather, explosion, flood, war, power interruptions, satellite interruptions, the act of any governmental body, legislation or regulatory impediment, accident, labor trouble or the shortage or inability to obtain material, service, personnel, equipment or transportation, failure of performance by a common carrier, failure of performance by a public utility, or vandalism. In no event, however, shall Broadweave's payment obligations be excused by an event of Force Majeure.

13.12 Successors and Assigns. This Agreement may only be assigned by Broadweave to the permitted assignee of Broadweave's rights under the License with SITLA. This Agreement may not be assigned by the Association without Broadweave's prior written consent, and any attempted assignment in contravention of this provision shall be void *ab initio*. This Agreement shall be binding upon the successors and permitted assigns of the parties.

13.13 Legal Relationship. The relation created hereby is not a partnership or joint venture but a contractual agreement between independent parties, and it is expressly understood and agreed that Association does not in any way, nor for any purpose, become a partner of Broadweave or a joint venturer with Broadweave in the conduct of Broadweave's business, or otherwise. Except as otherwise specifically provided in this Agreement, the parties agree that Association is in no way a legal representative or agent of Broadweave and can assume or create no obligations on Broadweave's behalf and that Broadweave is in no way a legal representative or agent of Association and can assume or create no obligations on Association's behalf.

Association shall make no warranties or representations not authorized in writing by Broadweave.

13.14 Changes in Law. This Agreement shall be amended, modified or changed to comply with any change in legislation, government regulation, or applicable legal precedent that might materially affect the relationship between Broadweave and Association. Such amendment shall be negotiated in good faith by the parties and shall be in writing and signed by the parties. In the event that the parties cannot agree on an appropriate amendment to this Agreement within thirty (30) days after a request for good faith negotiations, either party may initiate Expedited Dispute Resolution proceedings in accordance with this Agreement.

13.15 Time is of the Essence. Time is of the essence of this Agreement and in the performance of all of the covenants and conditions hereof.

13.16 Time Periods. In the event the time for the performance of any obligation or the taking of any action hereunder expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

13.17 Further Assurances. Each party agrees that it shall execute and deliver such further instruments, provide all information, and take or forbear from taking such further action and things as may be reasonably required or useful to carry out the terms, intent and purpose of this Agreement and as are not inconsistent with the terms of this Agreement, including, without limitation amending the Declaration from time to time to carry out the terms and intent of this Agreement.

13.18 Tax Immunity. Nothing contained in this Agreement shall be deemed to constitute a waiver of applicable laws providing tax immunity to trust property or any interest therein or income therefrom.

13.19 Counterparts. This Agreement may be executed via facsimile (which shall be treated for all purposes as an original signature) and in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

13.20 Entire Agreement. This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between Association and Broadweave relative to Broadweave's provision of Services to the Community, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them other than are set forth herein. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon Association or Broadweave unless in writing and signed by each of them. Parole evidence shall never be admissible in any court, tribunal, arbitration or governmental agency to modify, amend or vary the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

ASSOCIATION:

SIENNA HILLS COMMUNITY ASSOCIATION, a Utah non profit corporation

By_____
Name:_____
Title:_____

BROADWEAVE:

BROADWEAVE NETWORKS OF ST. GEORGE LLC. a Utah limited liability company

By_____
Name: _____
Title: _____

EXHIBIT 1: BASIC SERVICES

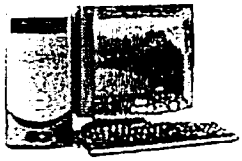
Tripleweave Basic

Basic Telephone	Basic Television	Basic Internet
Primary-Line Local Telephone Service and the Lowest Price Long Distance	KBYU-TV PBS*	Dedicated Fiber-Optic Network
3 cents per minute interstate 4 cents per minute intrastate	KJZZ-TV IND*	Fastest Speeds Available
E-911 with power backup	KSL-TV NBC*	5 Mbps downstream / 1 Mbps upstream
Includes10 standard Features: Voicemail Voicemail in email Voice Message Call Back Caller ID Call Waiting Call Transfer Call Forward No Answer Call Forward Busy Caller ID with Calling Name Display 3-way Calling Anonymous Call Rejection Speed Dial 8 Calling Line ID Blocking	KSTU-TV FOX*	Plug n' Go Home: No need to mess with cables and modems. Simply PLUG up to 3 PCs into the wall outlets marked internet and you're ready to GO. Upgradeable to 8 PCs.
	KTVX-TV ABC*	24x7 Support and Monitoring
	KUED TV PBS*	5 email accounts (1 Gigabyte of email storage!)
	KUPX-TV PAX*	Webmail Portal: Webmail Web File Storage Address Book Calendar
	KUTV-TV CBS*	IMAP, POP3 Email (does not include Microsoft Outlook license)
	KUWB-TV WB*	1 Static IP Address
	KUEW-DT CBS*	
	KUSG-TV PBS*	
	KVBT-LP CBS*	
	KDLQ-CA ABC*	
	KDLU-CA FOX*	
	K57BG-TV UPN*	
	K53BD-TV PBS*	
	K47AK-TV PBS*	
	K43CC-TV FOX*	
	K51DV-TV PBS*	
	K28EA-TV ABC*	
	K21CI-TV PBS*	
	K18DM-TV NBC*	
	K20GJ-TV ABC*	
	K59AG-TV ABC*	
	K13CA-TV ABC*	
	K088N-TV NBC*	
	KCSG-TV PAX*	Triple-Shield Security: Spam and Virus Filtering Web Content Filtering Firewall Security
	NICKELODEON/NICK AT NITE	
	Fox News	
	CARTOON NETWORK	
	DISNEY CHANNEL	
	FOOD NETWORK	
	TURNER NETWORK TELEVISION	
	ARTS & ENTERTAINMENT	
	ESPN2	
	ESPNEWS	
	HOME & GARDEN TELEVISION	
	SCI-FI CHANNEL, THE	
	Trinity Broadcasting Network	
	Turner Classic Movies	
	TV LAND	
	CNBC	
	CNN	
	CNN HEADLINE NEWS	
	CNNi	

	ESPN TURNER BROADCAST SYSTEM ABC FAMILY C-SPAN Animal Planet C-SPAN2 DISCOVERY CHANNEL, THE LEARNING CHANNEL, THE TRAVEL CHANNEL, THE Outdoor Life Network MUSIC TELEVISION Varsity TV COMEDY CENTRAL MSNBC Bloomberg Bravo GoodLife TV Network Great American Country Style Tech TV Trio WE E! ENTERTAINMENT TELEVISION WEATHER CHANNEL, THE HOME SHOPPING NETWORK, THE VH1	

EXHIBIT 2

Performance and Minimum Criteria



Computer Hardware

Windows computer

- Windows 98 or higher
- Minimum Pentium 400 MHz
- Minimum 128 MB RAM
- Minimum 10 gig hard drive
- 10/100 Ethernet Card

Macintosh computer

- Mac OS 9.0 or higher
- G3 300 MHz
- 128 MB RAM
- 10 gig hard drive
- 10/100 Ethernet Card

Software Requirements

Windows 98, NT, XP, Mac OS

Web Browser
Microsoft Internet Explorer 5 Netscape Navigator 4 or Netscape 6
Mozilla Firefox

Section 1.1 Software

Adobe Acrobat Reader

Email Client
Outlook Express
Microsoft Outlook
Mozilla Thunderbird
Eudora
Netscape

ARTICLE IINetwork Equipment

Standard Network Hardware includes any 10/100 Network Interface Management Hardware.

3COM
Intel
SMC
Netgear
D-Link
Compex
Realtek

ARTICLE IIICable Requirements

Standard Cat 5e or Cat 6 e Straight-Through cable from computer to wall jacks.

PC Virus Protection Requirements
Free AVG Anti-Virus for personal use available at http://free.grisoft.com
Free Microsoft AntiSpyware for use with **Windows XP/2000** available at
http://www.microsoft.com/athome/security/spyware/software/default.mspx

If using **Windows 98** use Ad-Aware SE Personal at
http://www.lavasoftusa.com/software/adaware/ non-commercial use only.

Also if using **Windows 98**, you may use Spybot Search & Destroy at http://www.safer-networking.org/en/

Home Firewall / PC Protection
Zone Alarm PC Protection
Windows Personal Firewall
McAfee Firewall
Panda Personal Firewall

Firewall
D-Link Router/Firewall
Linksys Router/Firewall
Linux Router/Firewall
Other vendor inhome router/firewall

By default Broadweave provides 3 active internet connection. By utilizing one of the devices listed above a customer will be able to have connectivity to more than three rooms

EXHIBIT 3: PREMIUM SERVICES

Tripleweave Premium

Broadweave Unlimited	Premium Television	Premium Internet
Primary-Line Local Telephone Service and the Lowest Price Long Distance	KBYU-TV PBS*	Dedicated Fiber-Optic Network
Unlimited Long Distance	KJZZ-TV IND*	Fastest Speeds Available
E-911 with power backup	KSL-TV NBC*	5 Mbps downstream / 1 Mbps upstream
Includes10 standard Features: Voicemail Voicemail in email Voice Message Call Back Caller ID Call Waiting Call Transfer Call Forward No Answer Call Forward Busy Caller ID with Calling Name Display 3-way Calling Anonymous Call Rejection Speed Dial 8 Calling Line ID Blocking	KSTU-TV FOX* KTVX-TV ABC* KUED-TV PBS* KUPX-TV PAX* KUTV-TV CBS* KUWB-TV WB* KUEW-DT CBS* KUSG-TV PBS* KVBT-LP CBS* KDLQ-CA ABC* KDLU-CA FOX* K57BG-TV UPN* K53BD-TV PBS* K47AK-TV PBS* K43CC-TV FOX* K51DV-TV PBS* K28EA-TV ABC* K21CI-TV PBS* K18DM-TV NBC* K20GJ-TV ABC* K59AG-TV ABC* K13CA-TV ABC* K088N-TV NBC* KCSG-TV PAX* NICKELODEON/NICK AT NITE Fox News CARTOON NETWORK CNN FN CNNI DISNEY CHANNEL FOOD NETWORK TURNER NETWORK TELEVISION ARTS & ENTERTAINMENT ESPN2 ESPNEWS HOME & GARDEN TELEVISION SCI-FI CHANNEL Trinity Broadcasting Network Turner Classic Movies TV LAND CNBC CNN CNN HEADLINE NEWS	24x7 Support and Monitoring 7 email accounts (1 Gigabyte of email storage!) Webmail Portal: Webmail Web File Storage Address Book Calendar IMAP, POP3 Email (does not include Microsoft Outlook license) 3 Static IP Address Plug n' Go Home: No need to mess with cables and modems. Simply PLUG up to 3 PCs into the wall outlets marked internet and you're ready to GO. Upgradeable to 8 PCs. Gaming VLAN Triple-Shield Security: Spam and Virus Filtering Web Content Filtering Firewall Security

	ESPN TURNER BROADCAST SYSTEM ABC BYU PBS CBS Fox KJZZ KUED PBS KUPX Pax WB ABC FAMILY C-SPAN Animal Planet C-SPAN2 DISCOVERY CHANNEL, THE LEARNING CHANNEL, THE TRAVEL CHANNEL, THE Black Entertainment TV Oxygen A&E History International Discovery Health Discovery Home & Leisure Channel Discovery Kids Discovery Times Channel Discovery Wings Channel Do It Yourself Network ESPN Classic GSN HISTORY CHANNEL, THE MBC Network National Geographic Channel Nickelodeon Games and Sports Noggin The Biography Channel The Inspirational Life Network The Science Channel Toon Disney Hallmark Channel American Movie Classics Encore Encore Action Encore Love Stories West Encore Mystery West Encore True Stories Encore Westerns West	

Tripleweave Platinum

Broadweave Small Office Tools	Platinum Television	Platinum Internet
Primary-Line Local Telephone Service and the Lowest Price Long Distance	KBYU-TV PBS* KJZZ-TV IND* KSL-TV NBC* KSTU-TV FOX* KTVX-TV ABC* KUED-TV PBS* KUPX-TV PAX* KUTV-TV CBS* KUWB-TV WB* KUEW-DT CBS* KUSG-TV PBS* KVBT-LP CBS* KDLQ-CA ABC* KDLU-CA FOX* K57BG-TV UPN* K53BD-TV PBS* K47AK-TV PBS* K43CC-TV FOX* K51DV-TV PBS* K28EA-TV ABC* K21CI-TV PBS* K18DM-TV NBC* K20GJ-TV ABC* K59AG-TV ABC* K13CA-TV ABC* K088N-TV NBC* KCSG-TV PAX* A&E History International ABC FAMILY American Movie Classics Animal Planet ARTS & ENTERTAINMENT BBC America East BET on Jazz Black Entertainment TV Black Starz! Bloomberg Bravo BYU PBS CARTOON NETWORK Cinemax CNBC CNN CNN FN CNN HEADLINE NEWS CNNI COMEDY CENTRAL COURT TV C-SPAN C-SPAN2	Dedicated Fiber-Optic Network

3 cents per minute interstate 4 cents per minute intrastate	Digital Music Express HITS	Fastest Speeds Available
E-911 with power backup	DISCOVERY CHANNEL, THE Discovery Health	10 Mbps downstream / 1 Mbps upstream
Includes10 standard Features: Voicemail Voicemail in email Voice Message Call Back Caller ID Call Waiting Call Transfer Call Forward No Answer Call Forward Busy Caller ID with Calling Name Display 3-way Calling Anonymous Call Rejection Speed Dial 8 Calling Line ID Blocking	Discovery Home & Leisure Channel Discovery Kids Discovery Times Channel Discovery Wings Channel DISNEY CHANNEL Do It Yourself Network E! ENTERTAINMENT TELEVISION Encore Encore Action Encore Love Stories Encore Mystery Encore True Stories Encore Westerns ESPN ESPN Classic ESPN2	Plug n' Go Home: No need to mess with cables and modems. Simply PLUG up to 3 PCs into the wall outlets marked internet and you're ready to GO. Upgradeable to 8 PCs.
		24x7 Support and Monitoring
		10 email accounts (1 Gigabyte of email storage!)
		Webmail Portal: Webmail Web File Storage Address Book Calendar
		IMAP, POP3 Email (does not include Microsoft Outlook license)
Broadweave Small Office Tools: Selective Acceptance Selective Rejection Telephone Web Portal Outlook Integration Phone Log Management Click to Call Remote Office	ESPNEWS Fine Living FOOD NETWORK Fox Digital Sports Atlantic Fox Digital Sports Central Fox Digital Sports Pacific Fox Movie Channel Fox News Fox Sports World Fuse fx - Fox Gone Cable Golf Channel GoodLife TV Network Great American Country GSN	5 Static IP Address
		Community Entertainment Network: 20 Mbps Full Duplex Gaming Network delivering faster speeds between gamers within the community
		Gaming VLAN
		Gaming Server Hosting
		Triple-Shield Security: Spam and Virus Filtering Web Content Filtering Firewall Security
	Hallmark Channel (formerly Odyssey) HBO HBO 2 West HBO Signature West HISTORY CHANNEL, THE HOME & GARDEN TELEVISION HOME SHOPPING NETWORK, THE IFC US	

	LEARNING CHANNEL, THE Lifetime Movie Network MBC Network MoreMax MSNBC MTV 2 US MUSIC TELEVISION National Geographic Channel Newsworld International Nickelodeon Games and Sports NICKELODEON/NICK AT NITE (WEST) Noggin Outdoor Channel Outdoor Life Network Ovation - The Arts Network Oxygen SCI-FI CHANNEL, THE Showtime Showtime Extreme Showtime Showcase Showtime Too West Speed Channel Starz! Starz! Cinema Starz! Family Starz! Theater West Style Sundance Channel Tech TV Tennis Channel The Biography Channel The Inspirational Life Network The International Channel The Movie Channel West The Movie Channel Xtra The Science Channel The Word Network Toon Disney TRAVEL CHANNEL, THE Trinity Broadcasting Network Trio TURNER BROADCAST SYSTEM Turner Classic Movies TURNER NETWORK TELEVISION TV LAND Varsity TV VH1 VH1 Classic VH1 Country VH1 Soul Video Rola WE WEATHER CHANNEL, THE	

EXHIBIT D
TO THE LICENSE AGREEMENT
FORM MEMORANDUM OF LICENSE

When recorded, return to:

SCHOOL AND INSTITUTIONAL
TRUST LANDS ADMINISTRATION
Attn: Director (Sienna Hills Project)
675 East 500 South, Suite 500
Salt Lake City, UT 84102

MEMORANDUM OF LICENSE

THIS MEMORANDUM OF LEASE ("**Memorandum**") is made pursuant to that certain License Agreement dated the 17th day of November, 2005 (the "**License**"), between the **STATE OF UTAH**, acting by and through the **SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION** ("**SITLA**"), and **BROADWEAVE NETWORKS OF ST. GEORGE LLC**, a Utah limited liability company ("**Broadweave**")

1. Premises. For and in consideration of the payments and the terms and conditions more particularly set forth in the License, and other good and valuable consideration, SITLA has licensed to Broadweave an exclusive interest in certain fiber optics easements (as conditioned and limited in the License) reserved by SITLA in that certain property located in Washington County, State of Utah, and legally described on **Exhibit A** attached hereto (the "**Property**"), for the purpose of installing, maintaining, and operating a fiber optics communications system.

2. Term. The term of the License, including extensions, is detailed in the License.

3. License Terms. The terms of the License are hereby incorporated in this Memorandum by this reference.

4. Right of First Refusal; Confidentiality. The parties have certain rights of first refusal under the License, as detailed therein. The parties have agreed to keep the terms of the License confidential to the extent permitted by law.

5. No Assignment. The License requires Broadweave to obtain SITLA's consent before assigning its interest therein.

6. Governing Law. This Memorandum and the License are governed by the laws of the State of Utah. In the event of any conflict between the terms of this Memorandum and the License, the License shall control.

7. Inquiries. Inquiries may be directed to SITLA at the address identified above or to Broadweave by contacting Broadweave at the address identified on the records of the Division of Corporation and Commercial Code for the State of Utah.

Executed as of the date first above written.

SITLA:

SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION, an agency of the State of Utah

By: _____
Name: _____
Title: _____

STATE OF UTAH)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____, the _____ of **STATE OF UTAH, ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION**, on behalf of the State of Utah School and Institutional Trust Lands Administration.

_____
Notary Public

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

(to be attached)

76959.15

EXHIBIT E
TO THE LICENSE AGREEMENT
FORM FIBER OPTIC STIPULATIONS

EXHIBIT E

***** [The language between the asterisks is an excerpt from Declaration to which the below listed Fiber Optic Stipulations will be attached as an Exhibit C]

DECLARATION OF COVENANTS REGARDING DEVELOPMENT

This DECLARATION OF COVENANTS REGARDING DEVELOPMENT ("**Development Declaration**"), made and entered into this ____ day of _____, 2005, by and between the State of Utah, through the School and Institutional Trust Lands Administration (hereinafter referred to as "**SITLA**"), and _____(hereinafter referred to as "**Developer**").

*****

EXHIBIT C

Fiber Optic Stipulations

SITLA has chosen Broadweave Networks of Utah, LLC ("**Broadweave**"), to be the fiber optic communications provider for the Planned Community. Developer agrees for itself, its successors and assigns, that Developer and its successors and assigns, as the case may be, shall be obligated at Developer's sole cost and expense to perform, complete and satisfy each of the following Fiber Optic Stipulations:

(a) SITLA Easement. To the extent the same is not already granted or reserved to SITLA, Developer shall, at SITLA's option and request, execute an exclusive, perpetual easement agreement granting to SITLA and its successors and assigns (in form satisfactory to SITLA) an easement across all portions of the Subject Property (the "**Fiber Optic Facilities Easement**") for the purpose of installing, operating, maintaining, repairing and replacing as necessary, fiber optic facilities within the Subject Property, including access up to the exterior boundary of any structures constructed or to be constructed on any lots within the Subject Property. This easement is intended to be blanket in nature until such time as the location of the interior roadways and the location of the improvements within the Subject Property have been determined, at which time such easement may be amended as provided in the Patent to specify the exact location of such Fiber Optic Facilities Easement within the Subject Property, which in any event, must be acceptable to SITLA in its sole discretion. The Fiber Optic Facilities Easement reserves to SITLA the right to install or cause to be installed conduit and other fiber optic facilities within the general excavation and/or trenching done by Developer and/or utility companies within the Subject Property.

(b) Tap Fee. Developer agrees to pay Broadweave a fee of Nine Hundred Fifty-Five Dollars ($955) for each of the lots or condominium or apartment units in the Subject Property (each a "**Tap Fee**"). The Developer must pay Broadweave, or its assigns, the Tap Fee for each lot or condominium or apartment unit within the Subject Property within five (5) days of the Developer obtaining a building permit for any residential building on such lot. Broadweave has agreed to use the Tap Fee to build a fiber optics system within the Subject Property and to provide Developer with a network interface card for each home, condominium or apartment unit within the Subject Property.

(c) Home Wiring Specifications, Inspections. Developer agrees that the wiring within each residential structure in the Subject Property and the conduit from each residential structure to the connection point to Broadweave's fiber optics system at the edge of the lot on which such structure is located, shall comply with Broadweave's home wiring and conduit specifications and diagrams attached hereto as Exhibit 1 ("**Home Wiring Specifications**") and shall utilize the home wiring checklist (also part of Exhibit 1 hereto) to ensure compliance with the Home Wiring Specifications. Developer also shall cause each homeowner it contracts with to enter into an addendum mandating compliance with the Home Wiring Specifications. Before obtaining a certificate of occupancy for any lot or condominium or apartment building in the Subject property, Developer agrees to schedule an inspection of the constructed home wiring and conduit with Broadweave and shall pay Broadweave an inspection fee at then-prevailing rates in exchange for Broadweave providing the inspection. In the event home wiring and/or conduit is not in compliance with Broadweave's Home Wiring Specifications, Developer shall repair or cause to be repaired the wiring and conduit system to meet such specifications. Developer agrees and understands that no residence may connect to Broadweave's fiber optics system until Broadweave has inspected and approved the home wiring and conduit for each lot or condominium or apartment building.

(d) Addendum to Lot Owners Purchase Agreements. Before entering into agreements to sell lots or condominium units in the Subject Property to homeowners, Developer agrees to attach as an addendum to such sales agreement or REPC the Acknowledgement of Service, defined below. In addition to language relating to the operation and use of the fiber optics system contemplated hereby, the addendum must include language regarding the following:

(i) **Notice of Broadweave Services Arrangement.** Developer shall provide constructive and actual notice to each homeowner, in writing, and prior to settlement of the sale of a home, that (i) Broadweave will be providing basic services at the home and that the charges for such basic services will be an obligation of the homeowner under the Governing Association and will be directly billed by Broadweave to the homeowner; (ii) failure to enter into a services agreement will not relieve the homeowner from the obligation to pay for the basic services provided by Broadweave; and (iii) the homeowner has the option, but not the obligation, to engage Broadweave to provide specifically identified additional services to homeowner (collectively "**Required Disclosures**"). In furtherance of clause (ii) above and without limiting the effect of the foregoing Required Disclosures, the parties agree that no homeowner within the Subject Property, whether tenant or owner, shall be denied access to an available franchised or licensed cable television service, nor shall such homeowner or cable television service be required to pay anything of value in order to obtain or provide such service except those charges

normally paid for like services by homeowners of, or providers of such services to, single-family homes within the same franchised or licensed area and except for installation charges as such charges may be agreed to between such resident and the provider of such services.

(ii) **Acknowledgement of Services**. In furtherance of the above subsection, Developer shall require and cause each homeowner, concurrently with the closing by such homeowner on a home within the Subject Property, to sign an Acknowledgement of Services ("**Acknowledgement of Services**") with Broadweave, in the form attached hereto as Exhibit 2, which shall incorporate and include Broadweave's standard terms and conditions, which terms and conditions may be adjusted by Broadwave from time to time. The Acknowledgement of Services will identify the services and the homeowner's obligations related thereto, including the Required Disclosures, regardless of whether such homeowner actually uses such services. Developer shall require and cause each homeowner to sign the Acknowledgement of Services as a mandatory prerequisite to closing on their home. Once the Acknowledgement of Services is signed by a new homeowner at closing, Developer will forward a copy of such signed Services Agreement to Broadweave and the Governing Association.

(e) Demonstration Area. Developer shall provide to Broadweave space in Developer's sales offices within the Subject Property for an interactive display and marketing demonstration of Broadweave's system and services. Developer shall reasonably cooperate and coordinate with Broadweave in Broadweave's marketing activities. Developer shall not market or promote, or provide access to others to market or promote, any other fiber optics or other communications services provider within the Subject Property during the term of the Services agreement between Broadweave and the Governing Association.

(f) Cooperation. Developer shall reasonably cooperate and coordinate with Broadweave in locating and constructing all trenches in the Subject Property, including, but not limited to, the following:

(i) Subdivision Information. Developer shall notify Broadweave and seek Broadweave's input regarding the location of roads and utility trenches in the Subject Property before submitting a proposed subdivision plat to any governing political subdivision.

(ii) Rolling Forecasts. Once the Developer records a subdivision plat for the Subject Property, Developer shall deliver to Broadweave, within ten (10) days of the beginning of each calendar quarter, rolling forecasts for the next twelve (12) months ("**Twelve Month Forecast**") and the next three (3) months ("**Three Month Forecast**"), showing the projected (i) development of building and unit sections and infrastructure, and (ii) dates of initial occupancy of homes. Developer and Broadweave shall meet prior to the first day of each month, during the period in which Broadweave is constructing the fiber optics system, to ascertain material updates to Developer's forecasts regarding the pace of construction and occupancy of homes for the following month and to mutually agree on a forecast for such following month.

(iii) Construction Scheduling. Developer shall coordinate with Broadweave on the scheduling of construction activities, including, but not limited to, coordination so that Broadweave can use the general excavation or trenching being done by Developer and/or other

utility companies within the Subject Property to install its fiber optics system to each home in the Subject Property.

(iv) Notice of Initial Home Occupancy. Developer shall provide written notice of the initial occupancy of each home within the Subject Property at least thirty (30) days before the anticipated occupancy. In the event an anticipated occupancy date is delayed after initial notice is provided to Broadweave, Developer shall as soon as reasonably practicable notify Broadweave of such delay.

(g) Third-Party Beneficiary. Developer recognizes that Broadweave is an intended third-party beneficiary of the Fiber Optics Stipulations identified in this exhibit and that Broadweave shall have the authority and power to enforce the provisions of the Fiber Optics Stipulations against Developer.

(h) Default. Developer's failure to complete and satisfy any of the above listed Fiber Optic Stipulations shall constitute a material breach of this Development Declaration, which default shall entitle SITLA and/or Broadweave to seek all of the remedies provided herein as well as any other remedies available at law or in equity, including, without limitation, charging such fees as a lien against the lot to which such fees may apply and foreclosing such lien in the manner set forth in this Development Declaration.

EXHIBIT 1

(To Be Attached)

EXHIBIT 1

Home Wiring Specifications

1. **Home Wiring Checklist.** Builder shall require that Builder's home-wiring subcontractor complete and sign the Home Wiring Checklist prior to completion and prior to the closing of Builder's sale of a home to a home buyer. The home wiring checklist is to be delivered to Broadweave upon completion.

2. **Drawings.** Builder shall observe all specifications as set forth in the Home Wiring Drawings and Checklist provided herein. All conduits from the home to the j-box shall be installed as set forth in the Conduit Installation Requirements as provided herein. Further, the NID shall be installed on the side of the home as set forth in the Exterior Configuration Drawing provided herein.

3. **Residence Wiring Instructions.** Buyer, and any builder and/or contractors hired by Buyer to construct a residence on the Property, shall comply with the residential wiring instructions and any supplements thereto provided by Seller.

   The Buyer must require the home wiring sub-contractor to pass the Broadweave Home Wiring Qualification program prior to the Home Wiring Contractor performing installation work on any of Buyer's homes at Development. Once qualified, the home wiring contractor may perform home wiring installation services at Development.

   Buyer will also require each home wiring contractor to fill out, sign, and return to Broadweave or its designee the home wiring checklist provided in the home wiring supplement. Buyer must in turn provide the home wiring checklist (Home Wiring Supplement Attached Hereto) to Broadweave or a Broadweave representative prior to services being delivered to the residence.

   If Buyer does not comply with the Home Wiring Specifications as outlined herein, Buyer will be given notification of non-compliance. Buyer will have 5 days to cure such errors. If such errors are not remedied within the cure period, Broadweave may make arrangements for the home wiring to be brought into compliance and the Buyer will be back billed at the rate of cost plus 20%.

   The Buyer must require all home wiring contractors to follow the guidelines listed below:

   Distribution Panels

   All Homes must be equipped with a structured wiring system consisting of an interior Central Distribution Panel (CDP) that serves as the Central Distribution Panel (CDP) for all Voice, Data, Video and Security System wiring. The interior

distribution panel must meet the **minimum specifications** detailed below. A listing of Broadweave Certified and Approved solutions is attached.

CDP Specifications

- **Minimum Dimensions:** 14.25" W x 28" H x 4" D.
- **Mounting:** The panel must mount between standard 16" on-center studs.
- **Power:** Built-in duplex 110/120VAC power outlet (one minimum, with expansion space for up to two more, for a total of three possible outlets)
- **Future Expandability:** The panel must support sufficient mounting bays to handle all current and future voice/data/video/security requirements for the home. Future needs may require the addition of one or more of the following: security module(s), network switching device(s), home lighting control(s) or music distribution module(s).

Module Specifications

The Central Distribution Panel must be capable of supporting the following **minimum specifications:** ***(Concerning termination modules and cable, Broadweave encourages the use of Category 6 grade products, which provide additional performance head room for bandwidth intensive applications. Category 5e grade products are the minimum requirement)***

i) One 4 line to 8 pin telephone module (Cat5e/6 rated, RJ45 with RJ31X connector for security system integration on one of the four lines).

ii) Standard network connectivity to all interior wall jacks must be accomplished via a combination punch-down/RJ45 cross-connect module in order to support the flexibility required to distribute the voice, video and/or data traffic from the exterior NID to the desired interior jack locations. The module must be Cat5e/6 rated.

iii) The CDP must service 6 television locations via one passive 6-way video splitter (5-1000 MHz) for up to six video outlets.

iv) The CDP must accommodate a security system module capable of supporting a security system with the following features:
   - Control board
   - LCD keypad
   - Five 3/8" recessed contacts
   - One motion detector
   - Siren
   - 16V 40A Transformer and 4AmpHour 12V battery
   - 8 Zones, expandable to 32

Outlets and Conduit

- Family Room/Great Room – Two 4-port Multi-Media outlets, each with three Cat5e/6 rated RJ45 telephone/data jacks and one RG6 coax TV connection.
- Kitchen – One 2-port Multi-Media outlet with two Cat5e/6 rated RJ45 telephone/data jacks.

- Bedrooms – Two 3-port Multi-Media outlets, each with two Cat5e/6 rated RJ45 telephone/data jacks and one RG6 coax TV connection.
- Office/Den/External Living Space (Garage / Attic) – One 4-port Multi-Media outlet with two Cat5e/6 rated RJ45 telephone/data jacks and one RG6 coax connection.
- Laundry/Utility - One 1-port Multi-Media outlet with one Cat5e/6 rated RJ45 telephone/data jack.
- Eight CAT5e/6 cables and one coax cable running from the CDP inside the home to the Network Interface Device (NID) on the side of the house.
- All outlets must be labeled as per the home wiring drawings attached in the home wiring supplement.

Cable Specifications

Type of Cable	Type	Termination	Usage
Coaxial (Coax)	RG-6/U Quad shield type 75 ohm non-plenum coaxial cable	Professional grade F-Connector, crimp-on sleeve	Video display, TV/CATV
Category 5e/6 Twisted Pair	Four unshielded 100 ohm extended distance / extended frequency twisted pair data cable.	EIA/TIA 568-B CAT-5e rated RJ45 or punch-down block	100 Mbps LAN applications, POTS
4-Wire 22-Gauge Twisted	Four unshielded twisted wires in non-plenum jacket	N/A	Security System
Fiber Optic (where applicable)	1-pair/2-strand SM fiber cable, tight buffer, Kevlar strength member, flame retardant OFNR (riser) rated PVC (Polyvinyl chloride) outer jacket, NEC rated	Single-Mode or Multi-Mode SC connectors depending upon application	Primary connectivity to voice/video/data network

General Installation Specification:

- Regional grounding and coding requirements must be followed for all pre-wiring and trim out. If any requirements listed here are in conflict with local codes, local codes shall apply.
- All conduits must contain a pull string labeled "For communication use only."
- All cable runs must adhere to minimum bend radius specifications and must include a minimum of 18" additional cable slack behind box or mud ring
- All cable runs must be at least 12" from parallel 110/120 VAC runs and must not cross over fluorescent lighting fixtures or other high voltage fixtures or devices
- All cable runs must utilize modular jacks and plugs for cross-connection and must be clearly labeled on both ends of the cable to identify termination location.
- All voice and data cables will be Cat5e/6 rated, home-run to the CDP (no splitting, splicing or looping is permitted), wired to EIA/TIA 568A & B guidelines and must be either terminated with RJ-45 jacks at the CDP or punched down to the appropriate connector module.
- No hard fasteners may be used on any low-voltage voice, data, video or security cables in the pre-wiring or trim-out stages
- All connectors must be installed as per manufacturer's specifications by trained and certified technicians, including the use of recommended tools.
- Where it is necessary to penetrate a fire-rated wall, the hole must be sleeved with EMT and appropriate pulling bushings must be installed. The sleeve and penetrating hole must be sealed with a fire-retardant sealant. Where it is necessary to place an outlet in a fire-rated wall, a metal junction must be used to house the outlet.
- All terminations must be tested and the results of the test must pass EIA/TIA 568A & B guidelines.

Security System Installation Specifications: (Optional)

- All keypads, sensors and switches included in this minimum requirement must be hardwired; all pre-wiring to sensors and ancillary equipment must be homerun to the CDP security system control board.
- All security system wiring, and the security system main control board must be located within the structured wiring CDP.
- It is required that one (1) keypad location be pre-wired with a minimum of four 4-wire, 22 gauge twisted wire, placed in the main entry area. A minimum of one (1) motion detector must be installed and the sensor must have pet immunity circuitry. A minimum of one (1) interior siren must be installed, and should be located on the ground floor.
- All moveable openings must be pre-wired for intrusion sensors. All external door openings must be wired with independent, homerun wires and recessed contacts must be installed. Window openings may be looped, providing that the openings are in a single living space. All first floor window openings must be wired and recessed contacts must be installed. Window openings on subsequent floors must be pre-wired but do not require the installation of contacts within the minimum wiring standard.
- Door and window contacts must be flush mounted using recessed contacts with no visible wires showing.
- All first floor external doors and windows must be wired Wire & contact all 1st floor, wire all 2nd floor
- Pre-wired switches and sensors must be wired with a minimum of four 4-wire, 22 gauge stranded wires.
- When fire detection sensors are installed with security system, these sensors must be hardwired with a minimum of four 4-wire, 18 gauge solid fire rated cabling, must be fully supervised and looped back to the CDP location.
- The finished system must include a RJ-31X jack installed with line seizure configuration and must adhere to the zone naming convention provided by Broadweave.

Garages / External Living Spaces

If a residence is constructing a detached studio/home office, garage, or an attached garage engineered for a second level to be constructed later, care must be given to provide for forward compatibility within these environments.

As a minimum, when a garage or studio/home office is not attached to the central living space it is necessary to install a 1" conduit from the NID to a termination point at the CDP (determined by floor plan) within the detached structure.

Service Feed & Distribution Requirements

A conduit for service feed cabling must be run from each home's Network Interface Device (NID) location in an uninterrupted path to the Service Providers' junction box at the curb.

Wiring systems must also include additional cabling runs from/to the following locations:

- From the NID to electric and gas meter locations if they are not located within 6' of the NID(s)
- Two 2" conduit risers from the CDP to the first floor or ceiling plane for distribution.
- Eight CAT5e/6 cables and one coax cable running from the CDP inside the home to the NID.

Conduit Specifications

See drawings attached hereto for an illustrated description of installation specifications relating to the conduit installed from the NID to the j-box at the curb or sidewalk.

- Builder shall install a 1" to 2" conduit from the NID to the j-box at the curb.
- Builder shall NOT use 90 degree right angles and sharp turns.
- All conduit shall be installed with wide, sweeping radius bends
- All conduit shall be installed with a pull string placed within the conduit. All string must be secured to the conduit.
- All conduits must be connected to the j-box at the curb (serves every two homes), must be stubbed flush to the inner wall of the j-box. The conduit must be stubbed so as NOT to

penetrate the housing space within the j-box inasmuch as the housing space is used for storing feeder cable for the fiber run to the house.

NID Specifications

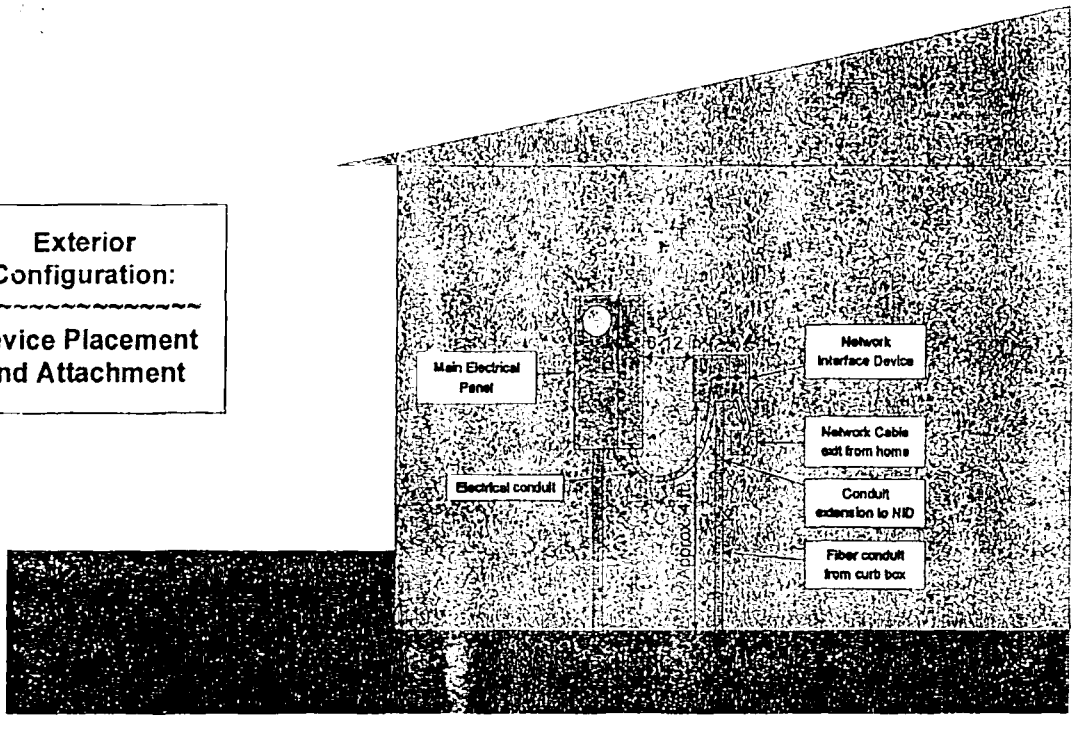
The NID is the telecommunications demarcation box that the builder mounts on the outside of the house. The NID requires 110/120 VAC power supplied from its own 20 amp breaker. The NID box dimensions are approximately 16hx16wx5d. The builder will install/mount the box and be responsible for stubbing/hard wiring power to it. The builder will install the NID according to the installation specifications provided to the homebuilder and as set forth by Broadweave.

Add-ons, Upgrades & Enhancements

Homeowners may choose to purchase and install optional modules, components or upgrades, additional cables (terminated or unterminated), accessories, outlets and locations at customer expense.

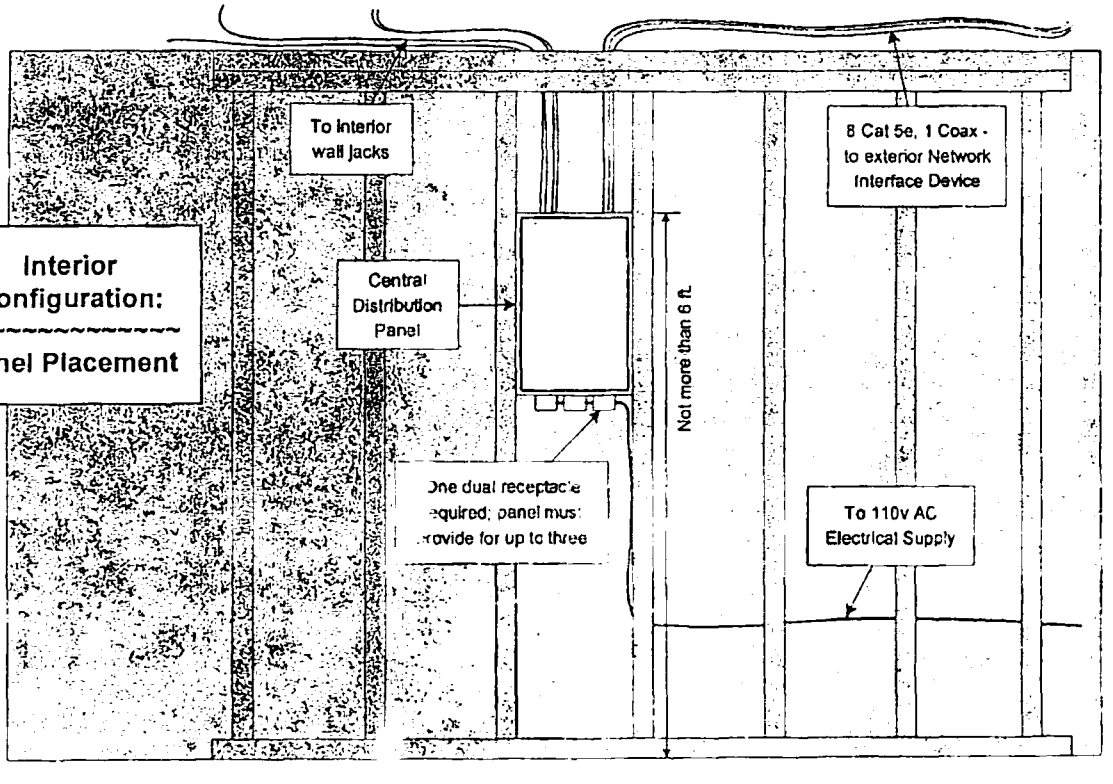
Exterior Configuration:

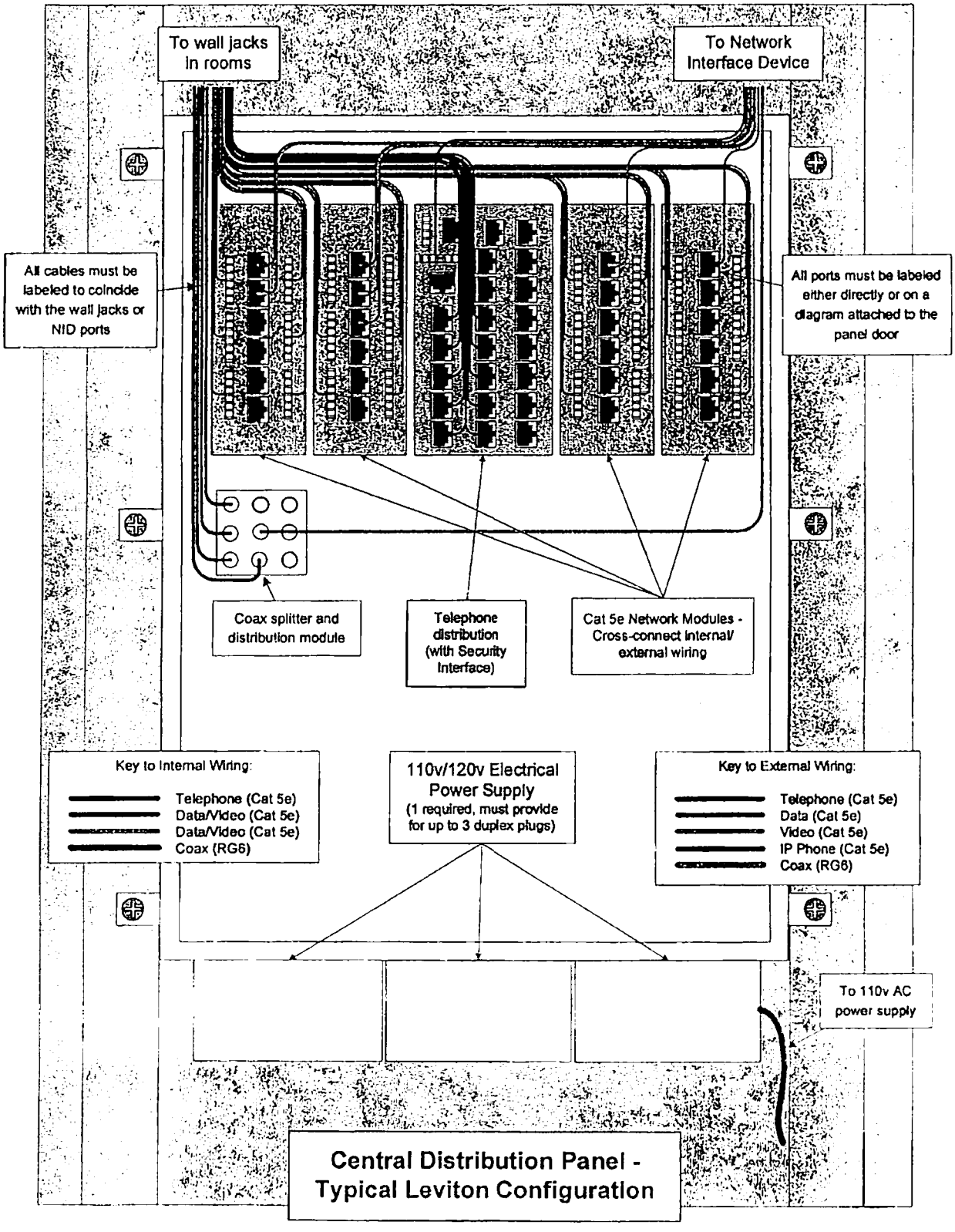
Device Placement and Attachment

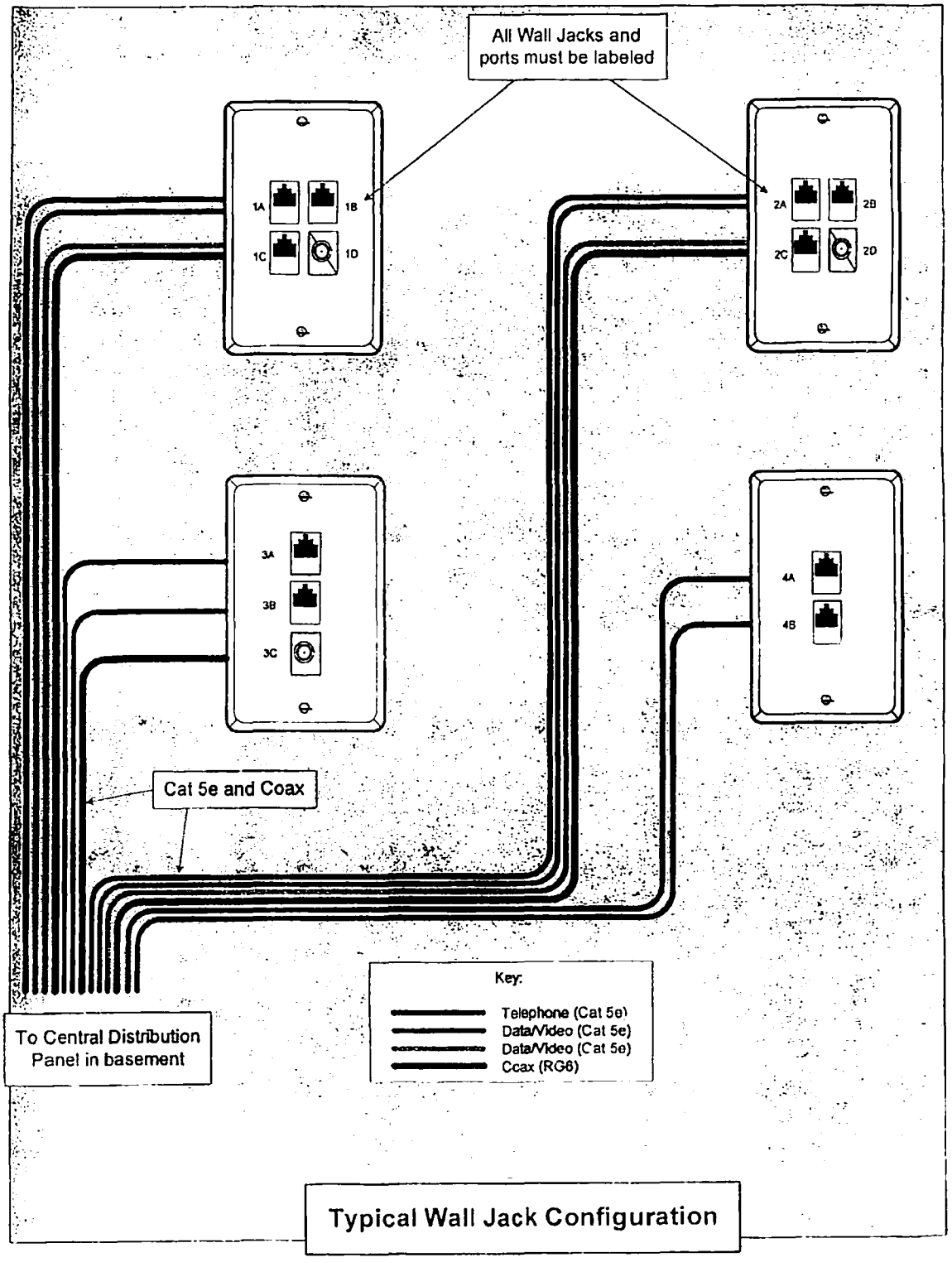


Interior Configuration:

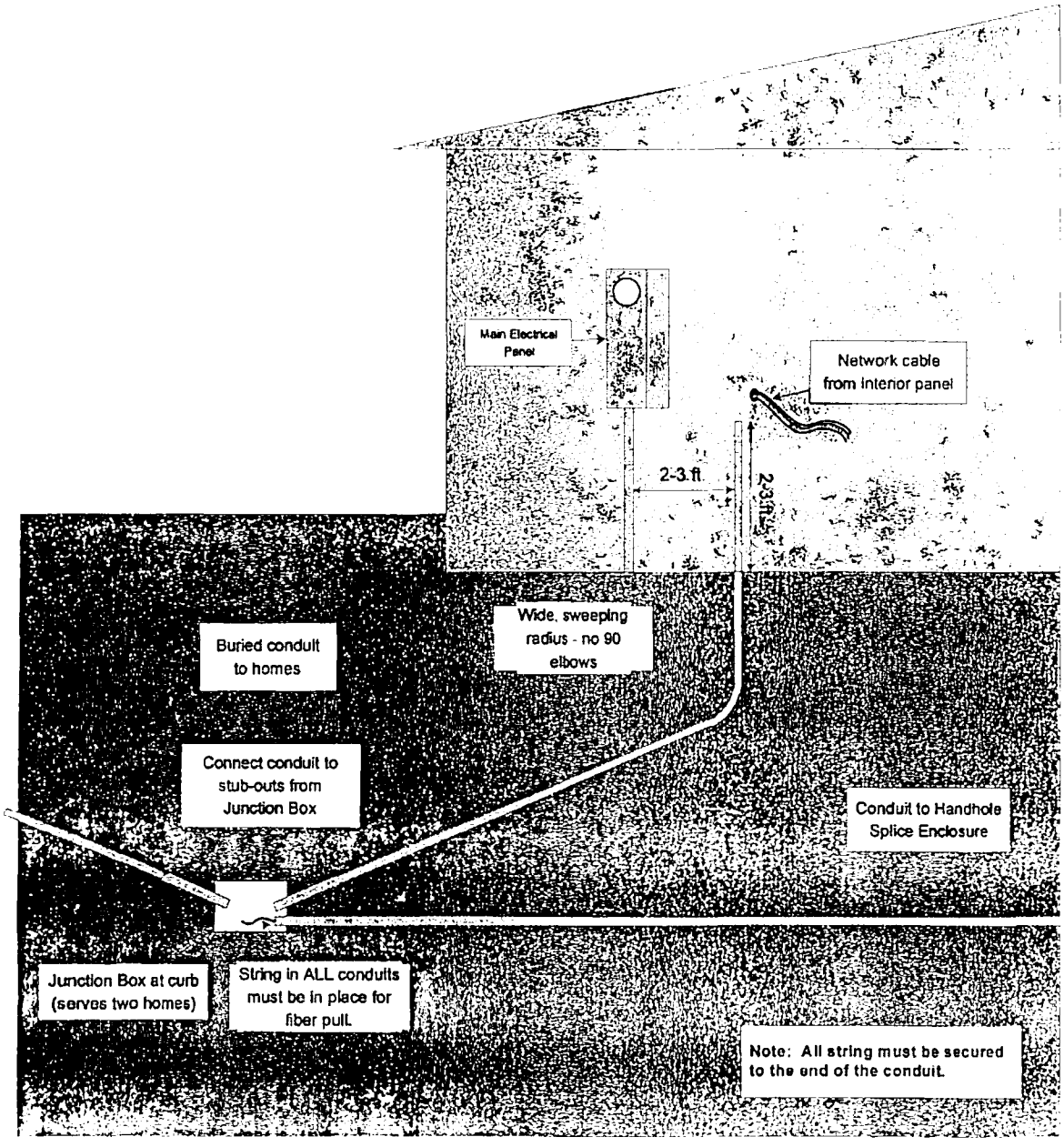
Panel Placement




To wall jacks in rooms
To Network Interface Device
All cables must be labeled to coincide with the wall jacks or NID ports
All ports must be labeled either directly or on a diagram attached to the panel door
Coax splitter and distribution module
Telephone distribution (with Security Interface)
Cat 5e Network Modules - Cross-connect internal/ external wiring
Key to Internal Wiring:
Telephone (Cat 5e)
Data/Video (Cat 5e)
Data/Video (Cat 5e)
Coax (RG6)
110v/120v Electrical Power Supply
(1 required, must provide for up to 3 duplex plugs)
Key to External Wiring:
Telephone (Cat 5e)
Data (Cat 5e)
Video (Cat 5e)
IP Phone (Cat 5e)
Coax (RG6)
To 110v AC power supply
Central Distribution Panel - Typical Leviton Configuration



Typical Wall Jack Configuration



Conduit Installation Requirements

Check-off sheets for home network wiring - to be completed by approved/certified network cabling contractor

Outlet boxes and Interior Cabling
(Non-shaded boxes represent the minimum configuration)

Room	3 Cat 5, 1 Coax		3 Cat 5		2 Cat 5, 1 Coax		2 Cat 5		1 Cat 5		Terminations		Completion		Testing	
	Required	Installed	Required	Installed	Required	Installed	Required	Installed	Required	Installed	RJ45	Coax	Attach Wallplate	Label	Pass/ Fail	Date
Living Room/Great Room																
Family Room																
Den																
Kitchen																
Bedroom 1/Master Bedroom																
Bedroom 2																
Bedroom 3																
Bedroom 4																
Office																
Laundry Room																
Garage																
Other rooms																
Total Required/Installed																

Completed By:		Completion Date:	

BroadWeave Verification

Verified By:		Verified Date:	

Central Distribution Panel Installation

Central Distribution Panel	Size	Installed	Components	Installed/Terminated
AMP	14.25" H		Telephone	
	18" H		Data	
			Video	
Leviton	14" H		Telephone	
	28" H		Data	
			Video	
Other	(Small)		Telephone	
	(Large)		Data	
			Video	
Completed by:				
Completion date:				

BroadWeave Verification

Verified by:		Verified date:	

Home Gateway Network Interface Device Installation

Activity		Complete
Mount device on wall		
Electrical hookup	Circuit Breaker	
	Conduit connection	
	Final wire hookup	
Network Cable hookup	Junction Box	
	Conduit connection	
	Cable Termination	
Completed by:		
Completion date:		

BroadWeave Verification

Verified by:		Verified date:	

EXHIBIT 2

Form Acknowledgment of Services Agreement Addendum

Effective _____ ___, 2005, the undersigned, _____, occupant (referred to herein as the "Customer") of a residential dwelling unit (the "Property") in the Sienna Hills master-planned community ("Community") hereby acknowledges and agrees to the following

In consideration of the promises and the covenants and agreements contained herein, and intending to be legally bound hereby, Customer hereby agrees and acknowledges as follows:

1. The undersigned Customer is subject to and bound by the Master Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for the Sienna Hills Project that was recorded on _____ in Book ___ at Page __ of the real estate records of Washington County, Utah (the "CC&R's"). The undersigned Customer has received a copy of the CC&R's, and has reviewed and is familiar with the same.

2. The CC&R's create the Sienna Hills Homeowners Association (the "Association"). Acting pursuant to the CC&R's, the Association has executed an agreement (the "Association Agreement") with Broadweave Networks of St. George LLC (hereafter, collectively, "Service Provider"). The Association Agreement provides that Service Provider shall provide to Customers at the development (including the Property) commonly known as Sienna Hills located in Washington County, Utah ("the Development") a basic suite of telephone, video, and internet services ("Multimedia Services"). Further, Customer acknowledges that such IP Transport and Multimedia Services are provided within the Development and that a combination of these services has been negotiated as a part of the mandatory Association dues.

3. Customer acknowledges that Association has contracted for the provision of Basic Services (mandatory Association dues are charged to Customer for such services) and Additional Services (optional to Customer), as those terms are defined in the Association Agreement, with Service Provider. Service Provider is a provider of such services and/or may subcontract or otherwise arrange for delivery of the Basic Services and the Additional Services (collectively, the "Services") to the Customer.

4. Applicable charges for the Services will be billed to Customer by Service Provider. If Customer fails to pay Service Provider the amounts owed at any time, such amount shall be payable to the Association as part of the Customer's monthly assessment in accordance with the CC&R's from time to time (the "Association Assessment"). As soon as the Services are available to Customer, and commencing immediately upon the date of closing, Customer agrees to be responsible for all amounts owed Service Provider regardless of whether Customer actually uses or subscribes to the Basic Services or Additional Services, and if Customer fails to pay such amounts and/or to pay the Customer's Association Assessment, Customer understands that Association Assessments will be made which may result in a lien being placed on the Customer's property. Customer acknowledges that Customer received prior notice of the Association Assessment.

5. The service terms for Basic Services and Additional Services and payment terms for the same are found in Service Provider's Activation form, as amended from time to time, and the Service Provider Terms and Conditions, Privacy Policy, and Acceptable Use Policy ("T&Cs"), which are incorporated herein by reference. In addition, (i) service terms for all Basic Services related to video and Internet services and (ii) service and payment terms for Additional Services related to multimedia services are found in Service Provider's terms and conditions, as may be amended from time to time, (the "T&C's"), which are incorporated herein by reference.

6. Customer acknowledges that late charges, service charges, reactivation/reconnection fees may be imposed by Service Provider pursuant to the Association Agreement on disconnected or delinquent accounts for Services. Failure to pay in a timely manner may adversely affect Customer's credit history. Customer agrees that in the event Customer's account is placed in the hands of any agency for collection or legal action, Customer shall pay additional charges equal to all actual costs of collection.

7. Customer also understands and is aware that Customer must maintain Customer's home wiring in compliance with the home wiring specification signed by the Builder of Customer's home. A copy of the Home Wiring Specification will be furnished upon request. Customer will notify Broadweave if Customer discovers that Customer's home wiring is not in compliance with the Home Wiring Specification.

8. Customer acknowledges that Customer has the option, in Customer's sole discretion, to obtain any services, including Basic Services and Additional Services, from any and all providers serving or willing to serve the Customer other than Service Provider ("Alternative Providers"). In such event, Customer will not be relieved of Customer's obligation to pay for Basic Services as part of the Association Assessment pursuant to the Association Agreement. Customer acknowledges that Customer received prior notice of the terms of this Section 8.

9. Service Provider, the Association, developer, and their respective affiliates, successors, and assigns (individually and collectively) (collectively the "Related Parties") shall not be liable for damages to Customer's premises resulting from Service Provider's entry upon and over the Property for maintenance purposes unless the damage is caused by Service Provider's gross negligence or willful misconduct.

10. Customer agrees that, notwithstanding anything contained in this Agreement to the contrary, the Association, developer, and their respective affiliates, successors and assigns, shall not be liable for any loss, liability, or damage ("Loss") resulting from or relating to Service Provider's provision of Services pursuant to the terms of this Agreement. Customer agrees that no Related Party shall be liable in any way or for any reason for any delay in providing Services to Customer after Customer's occupancy of the Property or acquisition of the Property. Customer agrees that the Related Parties shall not be liable for loss, liability, or damage resulting from any failure or interruption of service, directly or indirectly caused by, or proximately resulting from, any circumstances beyond their control, including, but not limited to, delays in providing Services to Customer, failure of the television signal at the transmitter for any cause whatsoever; denial of use of facilities of the other telephone companies or power company; strike; labor dispute; fire; flood; riot; invasion; war; act of terrorism; aircraft explosion; earthquake; wind; tornado; severe unusual weather; an act of God; failure of performance of a common carrier; failure of performance by a public utility; government action or inaction; vandalism; failure of performance by an entity providing prerequisite services related to the provision of Services; malicious mischief; failure or reduction of power; any mechanical or channel dislocation; or any court order, law or ordinance, civil or military, restricting or prohibiting the use or operation of the system by Service Provider. Customer agrees that the Related Parties are not responsible for the operation, maintenance, service or repair of Customer's television, telephones, or computers. Customer agrees that Service Provider shall have no liability to Customer for Service Provider's failure to perform Service Provider's obligations hereunder for any equipment failure(s) not due to the action or inaction of Service Provider so long as Service Provider acts reasonably to timely restore service. Any and all damages shall be limited to the amount of the contract for services.

11. Notwithstanding anything contained in this Agreement to the contrary, except for indemnity obligations expressly set forth in this Agreement, the liability of the Related Parties to the Customer for any Loss relating to or arising out of the performance of the Related Parties under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, shall not exceed in total the amount that the Related Parties charged or would have charged to the Customer for the related performance.

12. The Related Parties shall not be liable to the Customer for any consequential damages suffered by the Customer, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including, without limitation, alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Customer knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit the indemnification obligations of the Related Parties expressly set forth herein.

13. Customer agrees to indemnify and hold the Related Parties harmless from and against any and all claims, losses, costs, or expenses arising from Customer's use of Services. Customer agree to indemnify and hold the Related Parties harmless from any and all claims of any party renting from Customer or using Customer's premises arising out of the performance of this Agreement.

14. This Agreement and the Services furnished hereunder, are not assignable nor can they be sublet, without the prior written consent of Service Provider.

15. Notwithstanding anything to the contrary contained herein, Service Provider reserve the right to modify the Customer Agreements and/or the T&C's by providing advance notice to the Customer, including, at a minimum, such notice as required in accordance with applicable law; provided, however, that such notice may direct the Customer to a website to view the actual modifications to the Customer Agreements and/or the T&C's. In addition to notice, modifications to the terms and conditions and to the Customer Agreements may be posted on a website the address for which will be provided by Service Provider.

16. The Related Parties shall not be liable for Service Provider's substitution of video programming.

17. With regard to Additional Services, this Agreement may be terminated (subject to applicable law) by Service Provider, without the Related Parties incurring any liability, and the equipment provided may be removed during normal business hours without prior notice if Association or Customer:

a) materially breach the covenants contained in this Agreement, or

b) fail to pay the monthly billing charges when due after reasonable notice of termination is given by Service Provider or the Association.

18. With regard to Basic Services, this Agreement may be terminated by Service Provider, without the Related Parties incurring any liability, or Service Provider receive from the Association, pursuant to the Association Agreement, a notice that the Customer has failed to pay their Association dues.

19. Upon disconnection or termination of Basic Services for any reason, Customer shall be responsible for a charge of three hundred and fifty dollars ($350.00).

20 This Agreement may by amended only by a written amendment executed by the Parties. All references to other agreements are incorporated herein by reference as if set forth in full. Any addenda attached to this Agreement are incorporated herein by reference.

21. No failure or delay by any Party in exercising any right or remedy under this Agreement and no course of dealing between the Parties shall operate as a waiver of any right, except as otherwise provided herein. No single or partial exercise of any right or remedy by any Party shall preclude any other or further exercise of such right or remedy, except as otherwise provided herein.

22. If any portion of this Agreement is declared invalid or unenforceable by a court or governmental authority of competent jurisdiction, this shall not affect the validity or enforceability of any remaining portion(s), which such remaining portion(s) shall remain in full force and effect as if this Agreement had been executed with the invalid or unenforceable portions(s) eliminated.

23 Customer may not assign this Agreement, or any rights it may have. The Parties may only assign this Agreement in accordance with applicable law. This Agreement will be binding upon the Parties and Customer and their respective successors in interest and permitted assigns.

24 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah without regard to the conflict of law provisions thereof

IN WITNESS WHEREOF, Customer has entered into this Acknowledgment caused this Acknowledgment to be executed as of the day first written above, with the intent and expectation of being legally bound thereby.

Date:	Social Security Number:
By:	Telephone Number
Name (print)	Address (to new home)
Builder (built your home)	Title Record Number (to your new home)

EXHIBIT F
TO THE LICENSE AGREEMENT
REVENUE SHARING SCHEDULE

Tap Fees		$550.00	$750.00	$950.00

Basic and Upgrade Revenue Sharing Corresponds to Tap Fee

Basic Revenue Sharing		10.00%	12.25%	15.00%
Basic Services	**Service Price**			
Starter Digital Television	$31.99	$3.20	$3.92	$4.80
Big Basic Internet	$34.99	$3.50	$4.29	$5.25
Basic Telephone	$24.99	$2.50	$3.06	$3.75
Total	**$91.97**	**$9.20**	**$11.27**	**$13.80**

Upgrade Revenue Sharing		7.00%	8.50%	11.00%
Upgrade Services	**Service Price**			
Television/Cable Upgrades				
Crystal Vision	$59.99	$4.20	$5.10	$6.60
Beyond Vision	$74.99	$5.25	$6.37	$8.25
Internet Upgrades				
Gaming	$56.99	$3.99	$4.84	$6.27
Beyond Broadband	$121.99	$8.54	$10.37	$13.42
Telephone Upgrades				
Small Office Tools	$49.99	$3.50	$4.25	$5.50
Security Services				
Home Security	32.99	$2.31	$2.80	$3.63
Sample Upgrade Package	**$174.96**	**$13.00**	**$15.81**	**$20.25**

Includes Basic Telephone, Crystal Vision TV, Gaming Internet, and Home Security

All Other Services Revenue Sharing

For all other Services provided by Broadweave using the System within the Community, but not otherwise described in this exhibit or in the License, Broadweave shall pay 15% of such revenues received to SITLA.

**The above Tap Fees are for Homes in the Community. A commercial Tap Fee between $300 and $3,000 applies to each retail unit and/or each business that leases office space within a stand-alone building. SITLA must include Broadweave sales personnel as part of the closing process on any commercial property as a precondition to receipt of commercial revenue-sharing.

EXHIBIT G
TO THE LICENSE AGREEMENT
COMMERCIAL WIRING SPECIFICATIONS

Structured Cabling System Design Considerations
Commercial Building CE&F Package

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Introduction

Sienna Hills is a mater planned community. As part of its master plan, Sienna Hills has arranged for the construction and deployment of fiber to the subscriber (FTTS) infrastructure and services. The purpose of the Communications Equipment and Facilities Specifications is both to ensure the delivery of advanced communications services over the FTTS infrastructure and to protect the community and other buildings infrastructure against obsolescence.

As the complexity of voice and data telecommunications has increased, standards have been established to ensure the operability, flexibility, manageability, and longevity of these systems. Structured Cabling Infrastructure now encompasses voice, data, and video transmission of business information, fire/security, audio, environmental and other intelligent building controls over media that includes fiber optics, specialized copper data cabling, microwave and radiowave.

The CE&F requirements set forth the constitutive conditions and specifications necessary to support such services with the highest degree of flexibility and scalability to support additional services in the future. The following ANSI/TIA/EIA performance and specifications standards:

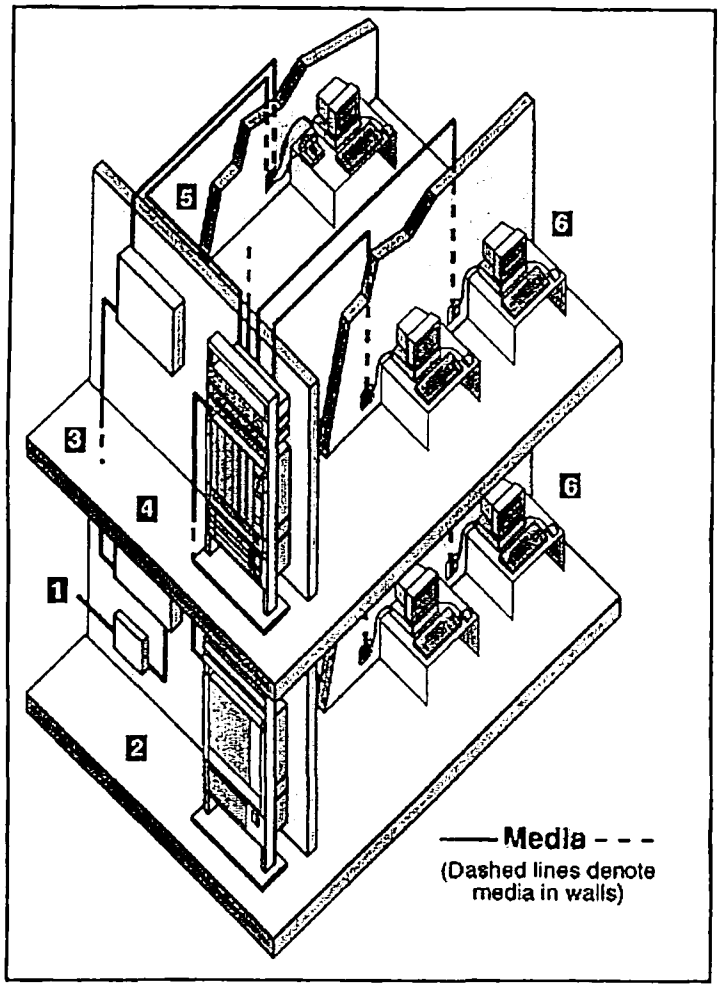
ANSI/TIA/EIA-569	Commercial Building Standard for Telecommunications Pathways & Spaces
ANSI/TIA/EIA-607	Grounding and Bonding
ANSI/TIA/EIA-606	Administration Standard for the Telecommunications Infrastructures of Commercial Buildings, labeling, color coding.
ANSI/TIA/EIA-568A	OpticalFiber Link Performance Testing, where applicable

Some Preliminary Information

1. Fiber will be provided to your building
2. Both analog Telephone and Voice Over IP (VOIP) will be supported.
3. Video Services will be delivered over CAT 5e or better cable. Video service requires a set-top box. Set-Top boxes will support RJ-45 input, and the following outputs: component video, composite video, and standard NTSC video.
4. IP-enabled credit card processing terminals will make better use of the available bandwidth.

The Six Subsystems of a Structured Cabling System

1. Building Entrance
2. Equipment Room
3. Backbone Cabling
4. Telecommunications Closet
5. Horizontal Cabling
6. Work Area



1. Building Entrance

Building entrance facilities provide the point at which outside cabling interfaces with the intrabuilding backbone cabling. The physical requirements of the network interface are defined in the EIA/TIA-569 Standard.

2. Equipment Room

The design aspects of the equipment room are specified in the EIA/TIA 569 Standard. Equipment rooms usually house equipment of higher complexity than telecommunication closets. Any or all of the functions of a telecommunications closet may be provided by an equipment room.

3. Backbone Cabling

The backbone cabling provides interconnection between telecommunication closets, equipment rooms and entrance facilities. It consists of the backbone cables, intermediate and main cross-

connects, mechanical terminations and patch cords or jumpers used for backbone-to-backbone cross-connection. This includes:

- Vertical connection between floors (risers)
- Cables between an equipment room and building cable entrance facilities
- Cables between buildings (interbuilding)

Cabling Types Recognized and Maximum Backbone Distances

100 ohm UTP (24 or 22 AWG)	800 meters (2625 ft) Voice*
150 ohm STP	90 meters (295 ft) Data*
Multimode 62.5/125 μm optical fiber	2,000 meters (6560 ft)
Single-mode 8.3/125 μm optical fiber	3,000 meters (9840 ft)

*Note: Backbone distances are application dependent. The maximum distances specified above are based on voice transmission for UTP and data transmission for STP and fiber. The 90 meter distance for STP applies to applications with a spectral bandwidth of 20 MHz to 300 MHz. A 90 meter distance also applies to UTP at spectral bandwidths of 5 MHz - 16 MHz for CAT 3, 10 MHz20 MHz for CAT 4 and 20 MHz100 MHz for CAT 5.

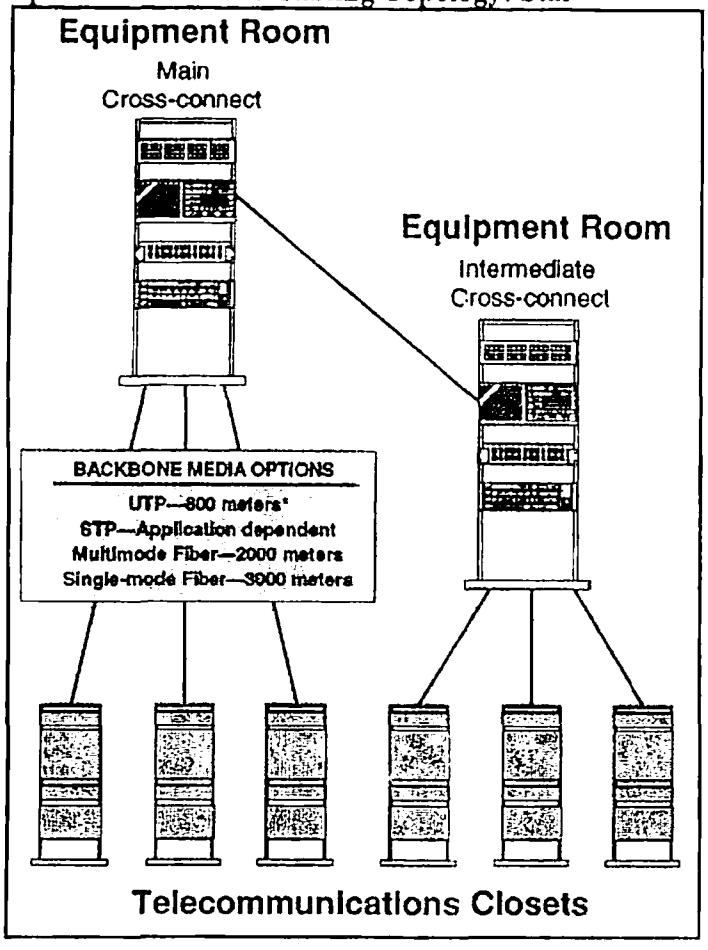
Lower speed data systems such as IBM 3270, IBM System 36, 38, AS 400 and asynchronous (RS232, 422, 423, etc.) can operate over UTP (or STP) for considerably longer distances‹typically from several hundred feet to over 1,000 feet. The actual distances depend on the type of system, data speed and the manufacturer's specifications for the system electronics and the associated components used (i.e., baluns, adapters, line drivers, etc.). Current state-of-the-art distribution facilities usually include a combination of both copper and fiber optic cables in the backbone.

Other Design Requirements

- Star topology
- No more than two hierarchical levels of cross-connects
- Bridge taps are not allowed
- Main and intermediate cross-connect jumper or patch cord lengths should not exceed 20 meters (66 feet)
- Avoid installing in areas where sources of high levels of EMI/RFI may exist
- Grounding should meet the requirements as defined in EIA/TIA 607

Note: It is recommended that the user consult with equipment manufacturers, application standards and system providers for additional information when planning shared sheath applications on UTP backbone cables.

Specified Backbone Cabling Topology: Star



4. Telecommunications Closet

A telecommunications closet is the area within a building that houses the telecommunications cabling system equipment. This includes the mechanical terminations and/or cross-connect for the horizontal and backbone cabling system. Please refer to EIA/TIA-569 for the design specifications of the telecommunications closet.

Design:

- Dedicated to telecommunications function.
- Equipment not related to telecommunications shall not be installed, pass through or enter the telecommunications room.
- Multiple closets on the same floor shall be interconnected by a minimum of one 78mm (trade size 3) conduit, or equivalent pathway.
- Minimum floor loading 2.4 kPA (50 lbf/ft2).

Guidelines

- Minimum one closet per floor to house telecommunications equipment/cable terminations and associated cross-connect cable and wire.
- Located near the center of the area being served.
- Horizontal pathways shall terminate in the telecommunications room on the same floor as the area served.
- Accommodate seismic zone requirements.
- Two walls should have 21mm (0.75 in.) A-C plywood 2.4m (8 ft.) high.
- Lighting shall be a minimum of 500 lx (50 foot candles) and mounted 2.6m (8.5 ft.) above floor.
- False ceilings shall not be provided.
- Minimum door size 910mm (36 in.) wide and 2000mm (80 in.) high without sill, hinged to open outwards, or slide side-to-side or removable, and fitted with a lock.
- Minimum of two dedicated, non-switched, duplex electrical outlet receptacles or equivalent, each on separate branch circuits.
- Additional convenience duplex outlets placed at 1.8m (6 ft.) intervals around perimeter, 150mm (6 in.) above floor.
- Access to the telecommunications grounding system as specified by ANSI-J-STD-607-A.
- HVAC requirements to maintain temperature the same as adjacent office area. A positive pressure shall be maintained with a minimum of one air change per hour or per code.

Space for Telecommunications Equipment

A centralized space for telecommunications equipment that serves specific occupants of the building. Any or all of the functions of an equipment room may alternately be provided by an telecommunications room. Reminder that certain distance limitations apply to the distance between the telecommunications (especially data) and the work area.

Location

- Site locations should allow for expansion
- Accessible to the delivery of large equipment.
- Not located below water level.
- Away from sources of EMI.
- Safeguards against excessive vibration
- Sizing shall include projected future as well as present requirement.
- Equipment not related to the support of the equipment room shall not be installed in, pass through, or enter the equipment room.

Design Considerations

- Minimum clear height of 2.4m (8 ft.) without obstruction.
- Protected from contaminants and pollutants.
- Access to backbone pathways.
- HVAC provided on a 24 hours-per-day, 365 days-per-year basis.

- Temperature and humidity controlled range 18° C (64° F) to 24°C (75° F) with 30% to 55% relative humidity measured 1.5m (5 ft.) above floor level.
- Separate power supply circuit shall be provided and terminated in its own electrical panel.
- Minimum lighting 500 lx (50 foot candles). Switch location shall be near entrance door to room.
- Minimum door same as telecommunications room. Double doors without center post or sill is recommended.
- Access to ground per ANSI-J-STD-607-A.

5. Horizontal Cabling

Pathways from telecommunications room to work area. Includes:

Pathway Types:

- Underfloor — Network of raceways embedded in concrete consisting of distribution and header ducts, trenches, and cellular systems.
- Access Floor — Raised modular floor tile supported by pedestals, with or without lateral bracing or stringers.
- Conduit — Metallic and nonmetallic tubing of rigid or flexible construction permitted by applicable electrical code.
- Tray & Wireway — Prefabricated rigid structures for pulling or placing cable.
- Ceiling — Open environment above accessible ceiling tiles and frame work.
- Perimeter — Surface, recessed, molding, and multi-channel raceway systems for wall mounting around rooms or along hallways.

Space Types:

- Pull Boxes — Used in conjunction with conduit pathway systems to assist in the fishing and pulling of cable.
- Splice Boxes — A box, located in a pathway run, intended to hold a cable splice.
- Outlet Boxes — Device for mounting faceplates, housing terminated outlet/connectors, or transition devices.

Design Considerations:

- Grounded per code and ANSI-J-STD-607-A ('607-A)
- Designed to handle recognized media as specified in ANSI/TIA/EIA-568-B series
- Not allowed in elevator shafts
- Accommodate seismic zone requirements
- Installed in dry locations

(Specified Horizontal Cabling Topology: Star)

The horizontal cabling system extends from the work area telecommunications (information) outlet to the telecommunications closet and consists of the following:

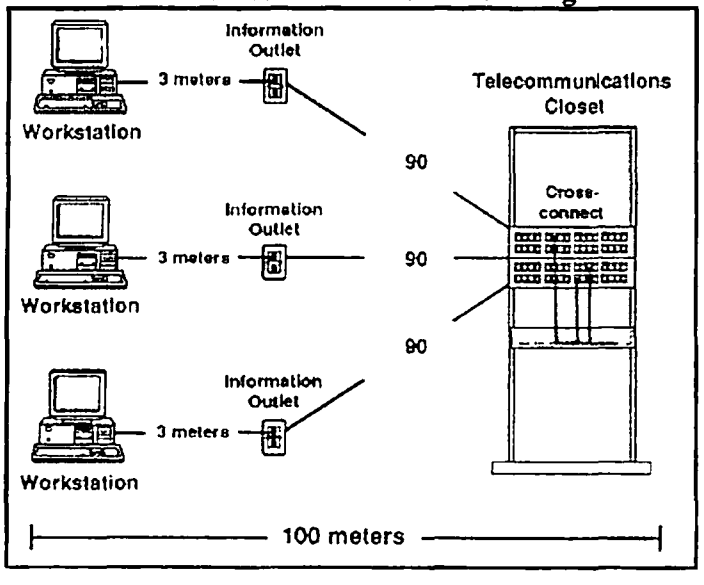
- Horizontal Cabling
- Telecommunications Outlet
- Cable Terminations
- Cross-connections

Four media types* are recognized as cost effective options for horizontal cabling, each extending a maximum distance of 90 meters:

1. 4-pair 100 ohm UTP cable (24 AWG solid conductors)
2. 2-pair 150 ohm STP cables
3. 2 fiber 62.5/125 μm optical fiber cable
4. 2 fiber 50/125 μm optical fiber cable

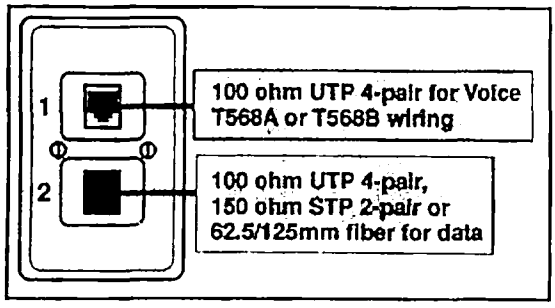
*At this time, 50 ohm coaxial cable is a recognized media type. It is not, however, recommended for new cabling installations and is expected to be removed from the next revision of this standard and is therefore not included in this list.

Maximum Distances for Horizontal Cabling



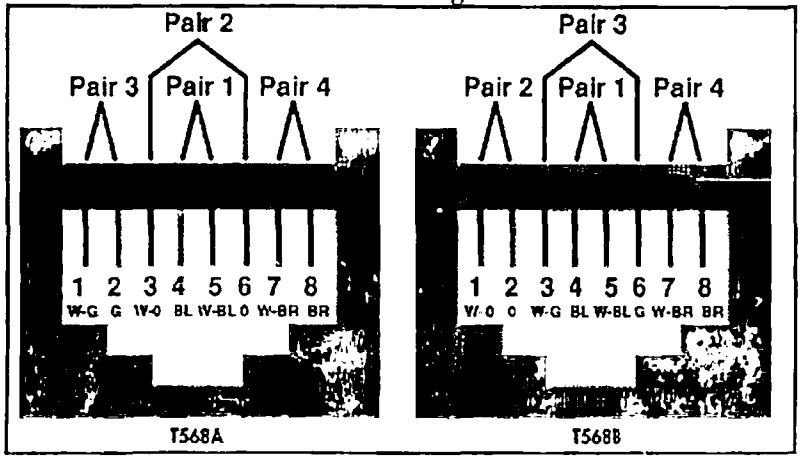
In addition to the 90 meters of horizontal cable, a total of 10 meters is allowed for work area and telecommunications closet patch and jumper cables.

Telecommunications Outlet



Each work area shall have a minimum of TWO information outlet ports, one for voice and one for data. The cabling choices as per the standard are indicated in the diagram above. The CE&F requires at least two RJ-45 CAT 5e outlets at a minimum. A cables must be home run. Daisy-Chained UTP connections will not be permitted.

8-Position Modular Jack Pair Assignments for UTP



6. Work Area

The work area components extend from the telecommunications (information) outlet to the station equipment. Work area wiring is designed to be relatively simple to interconnect so that moves, adds, and changes are easily managed.

Work Area Components

- **Station Equipment** computers, data terminals, telephones, etc.
- **Patch Cables** modular cords, PC adapter cables, fiber jumpers, etc.
- **Adapters** baluns, etc. **must be external to telecommunications outlet**

Recommendations

Do's	Don'ts
• Use connecting hardware that is compatible with the installed cable	♦ Do not use connecting hardware that is of a lower category than the cable being used
• Terminate each horizontal cable on a dedicated telecommunications outlet	♦ Do not tap a new line from the middle of another cable (called bridge taps), as it picks up more noise. Do not leave cables un-terminated.
• Locate the main cross-connect near the center of the building to limit cable distances	♦ Do not locate cross-connects where cable distance will exceed the maximum allowed distance.
• Maintain the twist of horizontal and backbone cable pairs upto the point of terminations	♦ Do not leave any wire pairs untwisted (Keep the twist until the closest possible places to the terminations).
• Tie and dress horizontal cables neatly and with a minimum bend radius of 4 times the cable diameter	♦ Do not over-tighten cables ties. Never use staples or make sharp bends with cables
• Place cabling at a sufficient distance from equipment	♦ Do not place cable near equipment that may generate high levels of EMI (i.e.; electricity wire (power line) and fluorescent light).

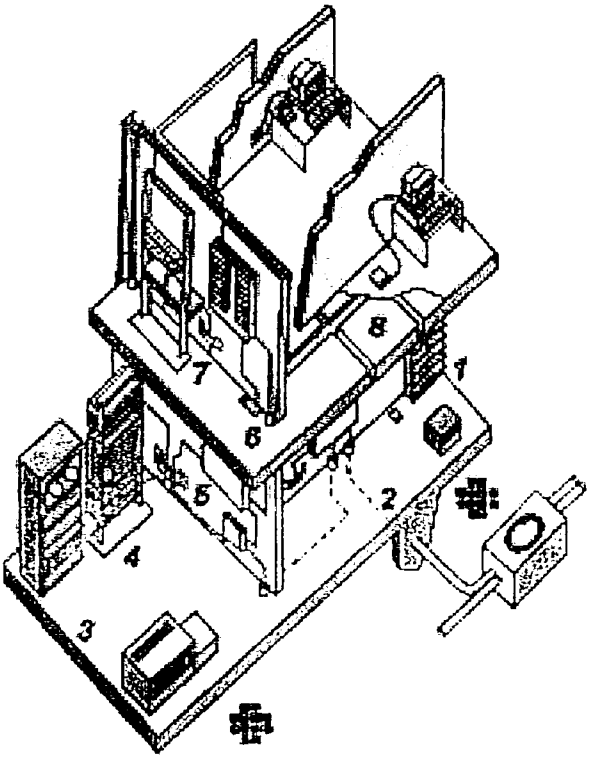
ANSI/TIA/EIA 569 STANDARDS

Purpose of the ANSI/TIA/EIA-569-A Standard

As the complexity of voice and data telecommunications has increased, standards have been established to ensure the operability, flexibility, manageability and longevity of these critical commercial support systems. Telecommunications now encompasses voice, data and video transmission of business information, fire/security, audio, environmental and other intelligent building controls over media that includes fiber optics, specialized copper data cabling, microwave and radiowave. This booklet concisely describes the architectural design elements of cabling pathways and dedicated rooms for telecommunications equipment.

A multi-tenant commercial building has a life expectancy of at least 50 years. Software, hardware and communications gear have far shorter lifespans of one to five years. Moreover, in a multi-tenant environment, continuous moves, adds and changes are inevitable. It is the purpose of standards to guide design and ease future changes-by planning for the future now. These standards are intended to provide for a generic structured cabling plant, capable of running any voice or data application foreseeable in the next 10 to 15 years.

AWG	American Wire Gauge
V	Volts
A	Amps
kVA	kilovolt-ampere
V/m	volts per meter



1. Electric Entrance
2. Telco Entrance
3. Telecom Equipment Room
4. Data
5. Voice
6. Telecom Closet
7. Grounding & Bonding
8. Underfloor System

Service Entrance Pathways

For underground facilities, use a minimum 4-inch conduit or duct constructed of PVC type B, C or D; multiple plastic duct; galvanized steel; fiber glass; with appropriate encasement. No more than two 90° manufactured bends are allowed (10 times the diameter). Drain slope should not be less than 12 inches per 100 feet. Recommended conduit fill varies but should not exceed 40 percent for more than two cables.

Maintenance holes (typically 3,500 lb./sq. in., concrete) must be equipped with sump, corrosion-protected pulling iron, cable racks, grounded ladder, and only such power/light conductors as required for telecommunications support per NEC requirements.

Entrance Facilities

Entrance facilities include the pathways for outside carrier services, interbuilding backbone, alternate entrance and antennae entrance pathways. The entrance facilities consist of a termination field interfacing any outside cabling to the intrabuilding backbone cabling. The local telephone carrier is typically required to terminate cabling within 50 feet of building penetration, and to provide primary voltage protection. In buildings larger than 20,000 usable square feet, a locked, dedicated, enclosed room is recommended. Beyond 70,000-square feet, a locked, dedicated room is required, with a plywood termination field provided on two walls. In buildings up to 100,000 usable square footage, a wall-mounted termination field may serve as the entrance facility, using 3/4-inch plywood, 8-feet high. Beyond 100,000-square feet, rack-mounted and free-standing frames may also be required. Minimum space requirements are given as follows:

Optical Fiber Cabling Media		
Gross Building Floor Space (Sq. ft.)	Plywood Field	Room Dimension
5,000	8' high X 39" wide	
10,000	8' high X 39"	
20,000	8' high X 42"	(A room recommended
40,000	8' high X 68"	beyond this level)
50,000	8' high X 90"	
60,000	8' high X 96"	(A dedicated room req'd.)
80,000	8' high X 120"	12' X 6.3'
100,000	8' high X 2 walls	12' X 6.3'
200,000	8' high X 2 walls	12' X 9'
400,000	8' high X 2 walls	12' X 13'
500,000	8' high X 2 walls	12' X 15.6'
600,000	8' high X 2 walls	12' X 18.3'
800,000	8' high X 2 walls	12' X 22.3'
1,000,000	8' high X 2 walls	12' X 27.7'

Rule of Thumb: Allow one square foot of plywood wallmount for each 200 square-foot area of floor space.

Equipment Room

An equipment room is essentially a large telecommunications closet that may house the main distribution frame, PBXs, secondary voltage protection, etc. The equipment room is often appended to the entrance facilities or a computer room to allow shared air conditioning, security, fire control, lighting and limited access.

Number of Equipment Room Workstations	Floor Space (sq. ft.)
1-100	150
101-400	400
401-800	800
801-1,200	1,200

Rule of Thumb: Provide 0.75 square feet of equipment room floor space for every 100 square feet of user workstation area.

Location
Typically, rooms should be located away from sources of electromagnetic interference (transformers. motors, x-ray, induction heaters, arc welders, radio, radar) until interference is less than 3 V/m across the frequency spectrum. Avoid sources of flooding.

Perimeters
Typically, no false ceiling; all surfaces treated to reduce dust; walls and ceiling painted white or pastel to improve visibility.

Limited Access
Typically, single or double 36" ¥ 80" lockable doors. Other Typically, no piping, ductwork, mechanical equipment or power cabling should be allowed to pass through the equipment room. No unrelated storage.

HVAC
24 hours/day, 365 days/year, 64°-75°F, 30%-55% humidity, positive pressure.

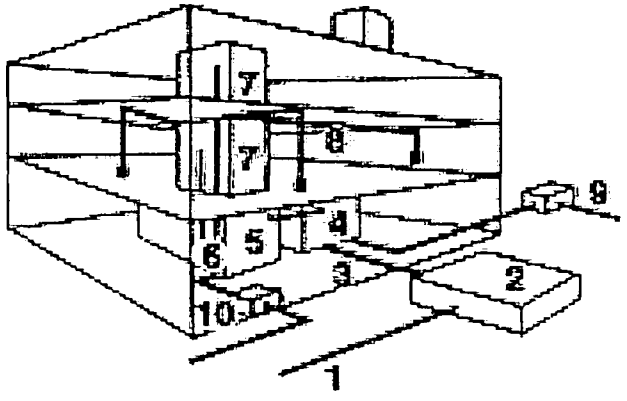
Lighting
Typically, 8.5 feet high, providing 50-foot candles @ 3 feet above floor. **Electrical** Typically, a minimum of two dedicated 15A, 110VAC duplex outlets on separate circuits is required. Convenience duplex outlets shall be placed at 6-foot intervals around the perimeter. Emergency power should be considered and supplied, if available.

Dust
Less than 100 micrograms/cubic meter/24-hour period
Note: The term "typically" is applied here to indicate, where applicable, that these requirements also apply to other elements of the cabling system spaces. Lighting requirements, for instance, are largely identical for entrance facilities, equipment rooms and telecommunications closets.

Intrabuilding Backbone Pathways

Within a building, the intrabuilding backbone pathways extend between the entrance facilities, equipment room and telecommunications closets. Telecom closets should be stacked vertically above each other on each floor, and provided with a minimum of three 4-inch sleeves (a stub of conduit through the floor) for less than 50,000 square feet served. An equivalent 4" x 12" slot may be used in lieu of three sleeves. Firestopping is required. If closets are not vertically aligned, then 4-inch horizontal conduit runs are required. Include no more than two 90° bends between pull points. Pulling iron or eyes embedded in the concrete for cable pulling is recommended. Fill should not exceed 40 percent for any run greater than two cables.

Backbone and Horizontal Pathways



1. Telco Conduit
2. Telco Manhole
3. Entrance Conduit
4. Telco Entrance Facility
5. Telcom Equipment Room
6. Vertical Backbone
7. Telecom Closet
8. Horizontal Cabling
9. Interbuilding Backbone
10. Electrical Entrance Facility

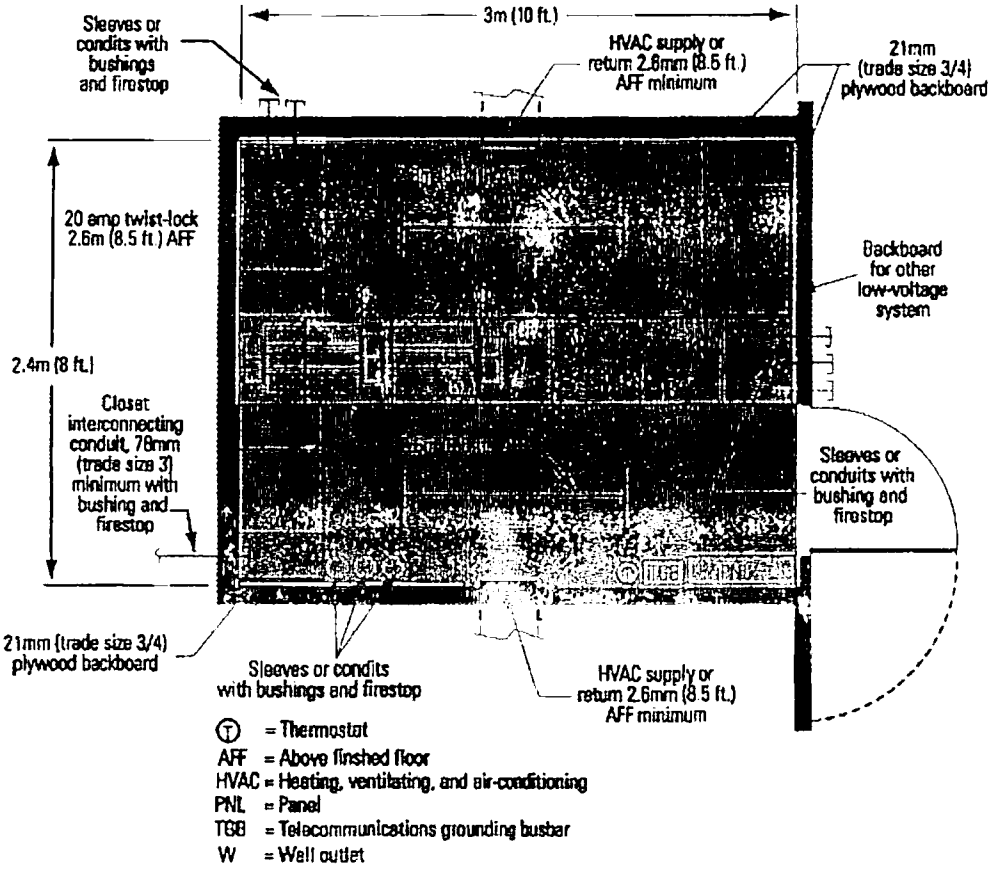
Telecommunications Closet

The telecommunications closet on each floor is the junction between backbone and horizontal pathways. It contains active voice and data telecommunications equipment, termination fields and cross-connect wiring.

More than one telecom closet per floor is required if distance to a work area exceeds 300 feet, or if floor area served exceeds 10,000 square feet. Recommended closet sizing is 10' x 11' for each 10,000 square-foot area served.

Power, lighting, air conditioning and limited access are typical. See requirements for Equipment Room. There are a minimum of three 4-inch firestopped backbone sleeves in the floor at the left side of a plywood termination field, which are ideally located near the door. A fire extinguisher is recommended.

Typical Telecommunications Closet



Horizontal Pathways

Horizontal pathways extend between the telecommunications closet and the work area. A variety of generic pathway options are described. Choice of pathway(s) is left to the discretion of the designer. The most commonly employed pathway consists of cable bundles run from the telecom closet along J-hooks suspended above a plenum ceiling, fanning out once a work zone is reached, dropping through interior walls or support columns or raceways, and terminating at an information outlet (I/O). Other options are:

Underfloor Duct

Single- or dual-level rectangular ducts imbedded in greater than 2.5-inch concrete flooring.

Flushduct

Single-level rectangular duct imbedded flush in greater than 1-inch concrete flooring.

Multichannel Raceway

Cellular raceway ducts capable of routing telecom and power cabling separately in greater than 3-inch reinforced concrete.

Cellular Floor
Pre-formed hollows, or steel-lined cells, are provided in concrete, with header ducts from the telecom closet arranged at right angles to the cells.

Trenchduct
A wide, solid tray, sometimes containing compartments, and fitted with a flat top(with gaskets) along its entire length. It is embedded flush with the concrete finish.

Access Floor
Modular floor panels supported by pedestals, used in computer rooms and equipment rooms.

Plenum/Ceiling
Bundled cables, suspended above a false ceiling, fan out to drop through walls or along support columns to baseboard level.

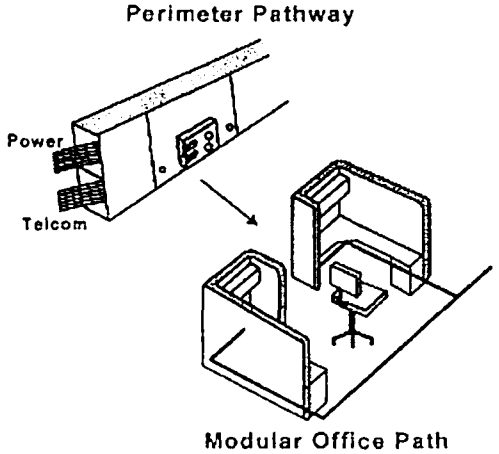
Conduit
To be considered only when outlet locations are permanent, device density low and flexibility (future changes) not required.

Cable Trays Options include channel tray, ladder tray, solid bottom, ventilated and wireway.

Perimeter Pathways
Options include surface raceway, recessed, molding and multichannel (to carry separate power and lighting circuits).

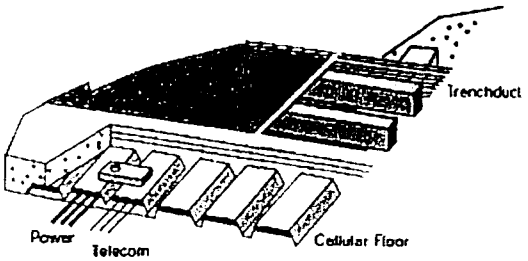
Rule of Thumb: Typically, size horizontal pathways by providing 1 square inch of cross-section area for every 100 square feet of workspace area being served.

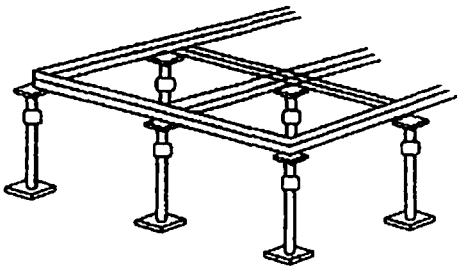
Note: Typically, a pull box, splice box or pulling point is required for any constrained pathway where there are more than two 90° bends, a 180° reverse bend or length more than 100 feet.

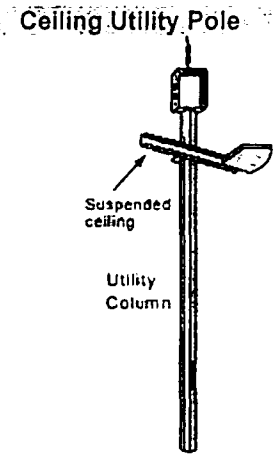


Variety of Horizontal Pathways

Access Floor







Consolidation Points and MUTOs

Consolidation Points provide limited area connection access. Typically a permanent flush wall, ceiling or support column-mounted panel serves modular furniture work areas. The panels must be unobstructed and fully accessible without moving fixtures, equipment or heavy furniture.

A Multi-User Telecommunication Outlet (MUTO) is another methodology to reduce cabling moves, adds and changes in modular furniture settings. The user cord is directly connected to the MUTO. A MUTO location must be accessible and permanent, and may not be mounted in ceiling spaces or under access flooring. Similarly, it cannot be mounted in furniture unless that furniture is permanently secured to the building structure.

For more descriptive information on distance limitations and purposes of Consolidation Points and MUTOs, see ANSI/TIA/EIA TSB-75.

Electromagnetic Interference

Voice and data telecommunications cabling should not be run adjacent and parallel to power cabling-even along short distances-unless one or both cable types are shielded and grounded. For low-voltage communication cables, a minimum 5-inch distance is required from any fluorescent lighting fixture or power line over 2 kVA and up to 24 inches from any power line over 5 kVA*. In general, telecommunications cabling is routed separately, or several feet away from power cabling. Similarly,

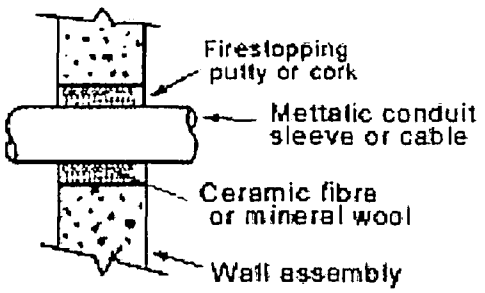
telecommunications cabling is routed away from large motors, generators, induction heaters, arc welders, x-ray equipment, and radio frequency, microwave or radar sources.

***Note:** Distance recommendations from (1990) TIA/EIA-569 are reproduced here by popular request. For current recommendations, refer to NEC/NFPA 70, Article 800-52.

Firestops

Annex A of the standard discusses various types of packing used to re-establish the integrity of fire-rated structures when these barriers have been penetrated by cable. The section that briefly discusses passive mechanical systems and non-mechanical systems such as putty, caulk, cements, intumescent sheets and strips, silicone foams and pre-manufactured pillows. The most common method is stuffing the aperture with ceramic/mineral wool and caulking both sides with fire-resistant putty. The information refers the designer to check manufacturer specifications and UL ratings against NFPA, ASTM and NEC codes.

Cutaway of Typical Firestop



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COMMUNITY ASSOCIATION COMMUNICATIONS SERVICES AGREEMENT

THIS COMMUNITY ASSOCIATION COMMUNICATIONS SERVICES AGREEMENT ("Agreement"), is entered into this 17th day of November, 2005 by and between **SIENNA HILLS COMMUNITY ASSOCIATION,** a Utah nonprofit corporation ("**Association**"), and **BROADWEAVE NETWORKS OF ST. GEORGE LLC**, a Utah limited liability company ("**Broadweave**").

RECITALS:

A. Association is the master community association formed pursuant to the Community Association Act, Utah Code Ann. § 57-8a-101, *et seq.* for the purpose of operating and providing services to the residential properties in the Sienna Hills planned community ("Community") as defined and described in the Declaration of Covenants, Conditions, Restrictions, and Easements for Sienna Hills recorded with the Washington County Recorder as Entry No. _____, Book _____ at Page _____ ("Declaration").

B. Association desires to offer to homeowners and/or residents of the Community ("Homeowners") high-quality, affordable, broadband communications services, including telephone service, high-speed Internet access service, and multi-channel video service over a fiber-optic network ("Services"). The term Services shall also mean any and all services that are offered over the fiber-optic network Broadweave constructs in the Community.

C. Association believes that it will most affordably and effectively be able to secure the Services for the Community by engaging, on behalf of the Community, a qualified communications provider to operate and maintain, on an exclusive basis, a state-of-the-art fiber-to-the-premises network ("System").

D. By separate agreement between Broadweave and the State of Utah through the State and Institutional Trust Land Administration ("SITLA"), Broadweave has obtained a license to construct the System on easements retained and owned by SITLA within the Community ("License").

E. Association, after reasonable due diligence, has chosen Broadweave to construct, operate, and maintain the System, and to provide Basic Services (as defined herein) to each home and multi-family dwelling unit in the Community ("Home") on an exclusive basis consistent with the terms of this Agreement and applicable law.

F. Association desires, in further consideration of Broadweave's investment and in exchange for an agreement from Broadweave to provide Basic Services (as defined herein) to each Home on the terms set forth herein and to memorialize its commitment to Broadweave in this Agreement.

G. Association acknowledges that it is appropriate and necessary to fully and fairly disclose to each Homeowner (before the sale and settlement of a Home) that Basic Services will

be made available as an amenity of each Home and that payment for such availability will be a mandatory assessment of the Association, even though billed separately by Broadweave.

H. Broadweave may, subject to individual arrangements with each Homeowner, provide Additional Services (as further defined below) above and beyond the Basic Services to be provided to each Home.

AGREEMENT:

IN CONSIDERATION of the foregoing recitals, the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Association and Broadweave hereby agree as follows:

ARTICLE 1
RECITALS

1.1 The foregoing recitals are incorporated herein by reference.

ARTICLE 2
BROADWEAVE RESPONSIBILITIES

2.1 **Services**. Broadweave shall make Basic Services (as defined herein), and may make Additional Services (as defined herein), available to each Home in the Community as provided in the following terms:

(a) Cable Service. Broadweave shall provide to Association the transmission and maintenance of multi-channel video programming or other video programming, which must include local off-air broadcast channels identified in Exhibit 1 (as such identified list may change from time to time in accordance with this Agreement) and which may include other off-air and satellite channels ("Cable Service"), for delivery to each Home in the Community. Cable Service includes Basic Cable Service, Expanded Basic Cable Service and Premium Channels, all as further defined herein. "Basic Cable Service" shall mean the number and type of channels that are identified as Basic Television Service and set forth in Exhibit 1. "Expanded Basic Cable Service" shall mean video programming services or channels offered in addition to Basic Cable Service, excluding Premium Channels. "Premium Channels" shall mean any channel that the subscriber pays an additional fee to receive on a per channel or per program basis, including, for example (and not by way of limitation), HBO, Showtime, Cinemax, The Movie Channel, and any pay-per-view or video on demand programming. Broadweave reserves the right to add, delete, or modify the programming included in Basic Cable Service, Expanded Basic Cable Service and Premium Channels, but at all times shall offer programming reasonably similar to that provided by other franchised cable

providers in Washington County, Utah. Homeowners shall be notified at least thirty (30) days, or as soon as reasonably practicable, in advance of any such programming changes.

(b) Internet Service. Broadweave shall provide to Association that service which permits access from each Home in the Community to the worldwide system of computer networks as originally conceived by the Defense Advanced Research Project Agency, as such network continues to evolve, through Broadweave's network installed in the Community ("Internet Service"). Internet Service will include for each Home: (i) the software reasonably necessary to activate Internet Service in accordance with the specifications contained herein (to the extent additional software beyond what normally is provided by the manufacturer with a personal computer is required); (ii) up to five (5) static (non-varying) or Dynamic Host Configuration Protocol ("DHCP") (varying) IP addresses upon request, allowing Homeowner to connect up to five (5) computers or Internet appliances with different IP addresses to the Internet; and (iii) a service level designed to maintain average speeds of 5 mbps at least ninety-seven percent (97%) of the time ("Basic Internet Service"). Homeowners shall be required to furnish their own computers or other equivalent Internet access equipment to access the Internet Service ("Customer Internet Equipment" or "CIE"). Such CIE shall meet or exceed all applicable and prevailing industry and regulatory safety and performance standards, as well as the minimum criteria set forth in Exhibit 2 to this Agreement. Broadweave may reasonably modify the minimum criteria in Exhibit 2. Homeowners may purchase network interface cards ("NICs") (which are not included in the software provided by Broadweave as referenced above) from Broadweave at Broadweave's then-prevailing market rate for such NICs in the event that Homeowners' CIE does not include a NIC. In the event that a particular Homeowner's CIE is not in compliance with the minimum criteria set forth in Exhibit 2, Broadweave shall have the right to terminate or refuse service to such Homeowner without consequence under this Agreement. Any Homeowner that intentionally or recklessly interferes with operation of the System or Broadweave's equipment shall be liable to Broadweave for any damages to the System caused by the same and will indemnify Broadweave against any third party claims for damages relating to the same. Broadweave also will provide a wireless internet network within the Community

(c) Telephone Service. Broadweave shall provide to Association a telephone communication service accessible by each Home that is capable of transmitting voice, data and/or video (to the extent such functionalities are technically feasible to deliver over the traditional circuit switched telephone network) over the public switched telephone network (PSTN) and/or, as reasonably appropriate successor technologies become available and in Broadweave's discretion, packet switched and/or wireless cellular/personal communications services (PCS) networks ("Telephone Service"). "Basic Telephone Service" is as described in Exhibit 1. Basic Telephone Service must include access to the 911 emergency system maintained in the area. Telephone Service may also include enhanced applications and adjunct services and features attendant to Basic Telephone Service, such as voice mail, call waiting, caller ID, conference calling, call forwarding, and long distance dialing.

(d) Basic Services Availability. Broadweave shall make Basic Cable Service, Basic Internet Service, and Basic Telephone Service (collectively "Basic Services") available to each Home in the Community. Broadweave shall make Basic Services available to a Home no later than the date of anticipated initial occupancy of such Home provided Broadweave has been given at least seven (7) calendar days prior notice of such occupancy ("Basic Services Period"). Consistent with the terms of this Agreement, Basic Services shall be subject to change or modification in price, performance, and features as Broadweave, in Broadweave's sole discretion, shall deem necessary. Nothing in this paragraph or in this Agreement shall be construed to limit Broadweave's ability to add features, performance, capacity, and quality upgrades to the Basic Services as Broadweave, in its sole and absolute discretion, sees fit to introduce to its service packages, provided that the performance standards and programming limitations contained in this Agreement are maintained.

(e) Delivery of Additional Services by Broadweave. In addition to Basic Services, Broadweave may, during the term of this Agreement, offer to Homeowners additional services, including, but not limited to, Expanded Basic Cable Service, Premium Channels, pay-per-view, video on demand, upgraded Internet Service, enhanced Telephone Service, which Homeowners may purchase, as further detailed in Broadweave's literature, directly from Broadweave on an individual, service-by-service, or feature-by-feature basis and for which Broadweave will bill an additional charge ("Additional Services"). These Additional Services are generally described on Exhibit 3 and may be purchased *a la carte* or part of various packages offered by Broadweave. Broadweave may introduce new Additional Services at Broadweave's sole discretion. Additional Services shall be subject to change or modification in price, performance and features as Broadweave, in Broadweave's sole discretion, shall deem necessary. Nothing in this paragraph or in this Agreement shall be construed to limit Broadweave's ability to add features, performance, capacity, and quality upgrades to the Additional Services as Broadweave, in its sole and absolute discretion, sees fit to introduce to its service packages. Additional Services are not subject to the pricing limitations as set forth in Section 5.5 of this Agreement.

2.2 **Service Quality Standards**. Broadweave shall:

(a) Provide Services in accordance with applicable legal and regulatory standards, including those established by the Federal Communications Commission (the "FCC"), the State of Utah, and other governmental regulators, as well as reasonable industry standards generally applicable to Comparable Providers, as hereinafter defined, providing Services under comparable rate plans. "Comparable Providers" shall mean telecommunications service providers that provide residential Services in Washington County, Utah, including the incumbent local exchange carrier, and others who have similar technical service and performance abilities and who offer similar levels of customer service as required in this Agreement;

(b) Service, inspect and test relevant segments of the System at such frequency and in such a manner as is reasonably necessary to maintain an appropriate quality of service and to maintain the System in good working order and condition;

(c) Inform all Homeowners of their right to cable television and telephone repair, service and maintenance by displaying this information (including the telephone number to call) in appropriate Broadweave literature; the parties acknowledge that a statement in a brochure or agreement provided to each Homeowner at the time they initiate Services shall constitute compliance with this requirement;

(d) Provide written instructions to each Homeowner that explain the procedures for placing a service call to Broadweave; the parties acknowledge that a statement in a brochure or agreement provided to each Homeowner at the time they initiate Services shall constitute compliance with this requirement;

(e) Maintain regular business hours between 9:00 a.m. and 5:00 p.m., local time, Monday through Friday, except on days recognized as a Utah state or federal holiday;

(f) After regular business hours, forward its telephone lines to a live operator network operations center ("NOC"), which Homeowners may call in the event they experience a malfunction in their Services; the NOC will have the ability to contact and dispatch Broadweave's technical personnel in the event of an emergency;

(g) Respond, either by itself or through a designated service representative, to all service calls and trouble reports within a 24-hour time period after receiving notice of a service problem or trouble report (such response typically coming in the form of an email, voicemail, telephone call or site visit), except where the performance of Broadweave's obligations is prevented by Force Majeure, as defined herein;

(h) Respond to outages promptly after actual receipt of notification thereof (unless such a response is not reasonably practicable under the circumstances, in which case Broadweave shall respond as quickly as is reasonably practicable under the circumstances); and

(i) Comply with all reasonable security procedures applicable to the Community.

2.3 **Notice of Disruptions**. Broadweave shall give notice to Association prior to commencing any work on the System that Broadweave expects will result in a disruption of service to the Community. Broadweave shall not be required, however, to give notice to Association (1) in an emergency situation, (2) where such notice cannot practicably be given, or (3) for routine servicing and repair of the System that Broadweave does not expect will materially affect the provision of Services to the Community.

2.4 **Technical and Performance Review**. Upon written request from Association, Broadweave shall meet with representatives of Association to review significant technical improvements and other developments within the telecommunications and video industries and determine how, or if, they may be applied to the Community (Broadweave is not obligated to meet more than twice annually in response to any such request). Broadweave and Association shall reasonably cooperate and assist each other in conducting such reviews. In light of such

review, either party may issue an "Upgrade Request" stating whether an upgrade is recommended, describing any upgrade being requested, and setting forth the basis and the terms, conditions and impact of its request. If an upgrade is recommended, the parties shall confer in order to agree upon any relevant conditions, including, without limitation, technical specifications, the direct cost thereof, performance criteria and the appropriate changes to this Agreement. Within thirty (30) calendar days after a party issues an Upgrade Request, the responding party shall notify the requesting party, in writing, whether it will comply with the request. If the responding party does not so notify the requesting party within thirty (30) calendar days after receipt of the Upgrade Request, the responding party will be deemed to have rejected the Upgrade Request.

2.5 **Community Channels and Intranet**. Broadweave will allocate a channel to its channel lineup for the specific purpose of hosting a Community television channel to televise Community events, attractions, features, amenities, and lifestyle propositions and another channel specifically for the Community to use as it sees fit. Broadweave also will create a Community intranet portal for the purposes of displaying Community events, attractions, amenities and related information. Broadweave shall also provide wireless access to the Community. As part of Basic Services, Broadweave will also provide a camera system, at a minimum of three cameras, to monitor certain Association areas or other areas as agreed, including possibly pool areas, parks and/or recreation areas.

2.6 **Outside Delays**. If Broadweave's performance of any of its responsibilities in this Agreement is delayed or otherwise impaired by an act or omission of Association, a builder, a Homeowner, any utility, an affiliate or subcontractor of any of the aforementioned, or by an act of Force Majeure, then the time for Broadweave's performance of such responsibilities shall be extended, and otherwise excused, for such period of time up to the time lost by reason of the aforesaid causes or as otherwise reasonably necessary. Broadweave will provide Homeowners pro rata credits for service outages in accordance with Section 8.4.

2.7 **Authorizations**. Broadweave shall, at Broadweave's expense and at such times as may be required under applicable law and this Agreement, obtain and maintain all material permits, franchises, contracts, licenses, consents, authorizations from governmental agencies or third parties and any easements or rights-of-way outside of the Community that are reasonably necessary to construct, operate, and maintain the System and/or to provide Services to the Community.

2.8 **Home Wiring Inspection**. Broadweave shall provide home wiring and conduit inspection services upon receipt of such a request from a developer/builder at Broadweave's then-prevailing rates, to insure that the home wiring and conduit complies with the Broadweave wiring specifications given to a developer or builder constructing a Home in the Community. After such inspection, Broadweave shall notify Association, in writing, whether the home wiring and conduit inspected complies with the Broadweave home and conduit wiring specifications. In the event home wiring and conduit does not comply with the Broadweave home wiring and conduit specifications, Broadweave shall not be in default under this Agreement for problems, delays, or circumstances resulting from such non-compliance, and may, in its reasonable discretion, discontinue Services to a Home with non-compliant home wiring and conduit until such non-compliance is cured.

ARTICLE 3
ASSOCIATION RESPONSIBILITIES

3.1 **Marketing and Provision of Services**. To the extent permitted by law, the Association shall provide to Broadweave, for the term of this Agreement and any renewals thereof, the exclusive right to promote, market, sell, and provide Services in and to the Community. Such exclusive right shall include, but not be limited to, the right to include promotional materials in no less than four mailings by Association (should the Association decide to send mailings) to Homeowners and the right to obtain updated lists of Homeowner names and addresses upon request. Association shall not promote, market, or provide access for others to promote or market, to or within the Community, any Telephone, Cable, Internet, or Home Security Services provided by a provider other than Broadweave for the term of this Agreement, unless otherwise specifically required by applicable law (Association shall provide written notice to Broadweave of any law it believes requires promotion or marketing of others' service before engaging in such promotion or marketing). Association shall not, nor shall Association permit any of its respective affiliates, officers, employees, attorneys or other representatives or agents, to negotiate with, solicit, engage in any discussions with, provide any non-public information to, or otherwise cooperate with, any third party (other than Broadweave) which seeks to or expresses an interest in marketing, promoting, selling or providing Services in and to the Community.

3.2 **Alternate Provider Access**. Subject to and in accordance with Section 4.1, Association shall coordinate and cooperate with Broadweave in handling requests by Alternate Providers (as defined below) to access the Community and in implementing any agreed upon arrangements for such access. Association's coordination and cooperation shall include, but not be limited to, (i) reasonably facilitating construction activities by an Alternate Provider, and (ii) making any necessary modifications to access arrangements to accommodate an Alternate Provider.

3.3 **Access to Homes**. Association shall use reasonable best efforts to assist Broadweave in gaining access to Homes to facilitate Broadweave's performance under this Agreement, including, but not limited, access to a Home for the installation of Broadweave's equipment.

ARTICLE 4
ALTERNATE PROVIDER ACCESS

4.1 **Responsibility for Alternate Provider Access**. Broadweave shall be Association's duly authorized and exclusive agent to respond to requests from other providers ("Alternate Providers") seeking to provide Services to the Community and, as appropriate, to negotiate reasonable terms, conditions and compensation payable to Broadweave for the Alternate Provider's access to and/or use of Broadweave's System. In the event Association receives a request (a) from an Alternate Provider ("Requesting Provider") to provide Services to the Community, install facilities within the Community, or access the System, or (b) from a Homeowner requesting Services from an Alternate Provider, Association shall promptly, and in

any event within five (5) days of receiving such request, notify Broadweave of the request and provide written notice directly to the Requesting Provider or Homeowner to contact Broadweave.

4.2 **Standards for Interconnection**. In the event Broadweave reaches an agreement with an Alternate Provider to use the System. Broadweave shall designate an acceptable place and manner for interconnection of the Alternate Provider's facilities with the System, provided such interconnection does not impair Broadweave's ability to perform under this Agreement or downgrade the level of technology or performance of the System consistent with the standards of this Agreement. No interconnection shall be permitted without a demonstration from the Alternate Provider that all facilities, equipment and signals to be interconnected will comply, to Broadweave's satisfaction, with applicable technical and performance standards, including legal, regulatory and applicable industry standards, for all facilities, equipment and classes of signals. This Agreement is not intended to create or expand interconnection rights on behalf of third parties that do not otherwise exist under applicable law.

4.3 **Election to Choose Different Cable or Internet Provider.** Three years after the date that Broadweave first bills for the Basic Services, and not until such time, individual Homeowners in the Association shall have the ability to elect to use either a different provider for Cable Services or (and not both) a different provider for Internet Services without having to pay for monthly Association dues attributable to the same. If any Homeowner makes this election, Broadweave shall be allowed to increase the rate charged to such Homeowner for its Telephone Services and the remaining of either the Cable Services or Internet Services by an amount not to exceed twenty-five percent (25%) of the then-existing rate charged for these services by Broadweave.

ARTICLE 5
RATES

5.1 **Basic Cable Rates**. The initial rates for Basic Cable Service shall be $32.99 per Home, per month (plus applicable taxes, franchise and regulatory fees) ("Cable Base Rate").

5.2 **Basic Internet Rates**. The initial rates for the Basic Internet Service shall be $34.99 per Home, per month (plus applicable taxes, and franchise and regulatory fees) ("Internet Base Rate").

5.3 **Basic Telephone Rates** The initial rates for the Basic Telephone Service shall be $25.99 per Home, per month (plus applicable taxes, franchise and regulatory fees) ("Telephone Base Rate" and together with the Cable Base Rate and the Internet Base Rate (for a total of $93.97 plus applicable taxes, franchise and regulatory fees), the "Base Rates").

5.4 **Basic Services.** Broadweave may only charge the Base Rates, a $4.99 equipment fee for a NID equipment rental fee, and applicable governmental fees and taxes, in providing the required Basic Services to each Home in the Community.

5.5 **Equipment Rental Rates**. One TV set-top box (analogous to DSL or cable modems rental charges) is included in the Base Rates but it is agreed that Broadweave may charge additional, monthly equipment rental fees against Homeowners for additional TV set-top boxes in the amount of $4.99 per month for each such device and for rental of all other Broadweave equipment in an additional amount of $4.99 per month in relation to Additional Services.

5.6 **Limits on Increases**. Broadweave shall be entitled to raise the Base Rates, annually on a calendar year basis upon sixty (60) days prior written notice to Association, for increases in Broadweave's telephone costs, programming costs, operating expenses, and Internet access costs and for inflation at the rate of the Consumer Price Index plus two percent (2%). Broadweave agrees to maintain the Basic Services at a price that averages at least 10% below the prices charged to a single residential customer for similar services by both the incumbent cable operator (for cable and internet access) and the incumbent local exchange carrier (for primary-line voice telephone service) for the term of this Agreement. Upon written request, Broadweave shall provide a written side-by-side comparison of its rates with the rates of incumbents. Nothing in this paragraph or in this Agreement shall be construed to limit Broadweave's ability to add features, performance, capacity, and quality upgrades to the Basic Services as Broadweave, in its sole and absolute discretion, sees fit to improve its Basic Services packages as long as the Basic Services meet the pricing requirements set forth in this Section and any programming and performance limitations and/or requirement contained elsewhere in this Agreement.

5.7 **Activation Charges for Basic Services**. Broadweave will charge and bill to each Homeowner a one-time activation fee (plus applicable taxes) to activate Basic Services (the "Activation Charge"). The Activation Charge will be Eighty Four Dollars ($84) during the first year of this Agreement and may be increased, at Broadweave's discretion, thereafter at up to five percent (5%) per year. The Activation Charge will include the activation of Basic Cable Service at up to 3 outlets in the Home, as requested by the Homeowner. The Activation Charge will include the connection of one computer to Internet Service. The connection of additional computers to Internet Service will be subject to Broadweave's then-prevailing standard installation charges at the time of the installation.

5.8 **Billing and Payment for Basic Services**. Broadweave will bill each Homeowner directly for Basic Services on a monthly basis. Payment to Broadweave of billed amounts for Basic Services shall be due and payable thirty (30) days from a Homeowner's receipt of each bill. The monthly bill from Broadweave will reflect each Homeowner's name, address, the date of service availability and totals of all monies owed (prorated if necessary) for Basic Services rendered. The monies due and payable to Broadweave for Basic Services are not in any way contingent upon (i) whether or not a Homeowner used the Basic Services, or (ii) a Homeowner electing to receive all or any Basic Services from an Alternate Provider. If a Home is sold and settled in the course of a month, then payments due hereunder shall be prorated based on the number of days during such month that Basic Services were made available to the Home. The price for basic and premium services does not include taxes, equipment fees or rentals, installation charges, or regulatory fees and charges such as: 911 relay and e911 access, Utah Poison Control Center Surcharge, Federal Access Charge, Federal Universal Service Fund, Local Number Portability Charge, Federal Excise Tax, Extended Area Calling Charge, Utah Universal

Service Support Fund, Utah combined and use tax, Cable/Satellite tax/franchise fees, and any other similar regulatory charge, tax, or fee, all of which are owed by the Homeowner in addition to Base Rates.

5.9 **Collection of Charges for Basic Services from Homeowners**. Broadweave shall bill for and collect amounts due for Basic Services (and any amounts due that are related to an equipment fee or tax related to Basic Services) from Homeowners as a part of Association's regular assessments. Association shall, in the event a Homeowner is unable to pay Broadweave, as provided herein, for Basic Services, secure the obligation of each Homeowner to pay dues and/or assessments for Basic Services by all reasonable means, including, without limitation, a lien on each Homeowner's Home. In the event that a Homeowner fails to timely make the monthly payment as set forth above and any payment remains delinquent for thirty (30) days, then notwithstanding anything to the contrary contained herein, Broadweave shall have the right, subject to applicable law and in addition to and without prejudice to any other rights and remedies available to Broadweave, to disconnect Services to such Homeowner. Broadweave shall also have a right to have the Association assign to Broadweave the Association's rights to collect charges from Homeowners for unpaid Basic Services as part of the Homeowners' Association fee. Before requesting of the Association an assignment of the rights to collect unpaid charges, Broadweave shall have provided the Homeowner with thirty (30) days' prior written notice. Broadweave shall have the right to charge a Homeowner a late fee charge of 1.5% per month of the outstanding balance as a late charge to compensate Broadweave for the administrative expense of processing such late payment. Furthermore, Association acknowledges that Broadweave has the right to commence any and all collection actions available to it under applicable law.

5.10 **Charges, Billing and Payment for Other Services and Equipment**. Homeowners and Broadweave will be permitted to contract directly for home wiring installation, inspection and maintenance services, Additional Equipment, and Additional Services to the extent offered by Broadweave. Charges for such other services and equipment will be computed and billed at Broadweave's then-prevailing rates for such other services and equipment, including activation charges, and shall be in addition to any sum, fee or assessment such Homeowner is required to pay for the Basic Services by virtue of its ownership of a Home within the Community. The rates for such other services and equipment are subject to change from time to time at Broadweave's sole discretion, provided that the rates will be competitive to the rates charged by any incumbent or franchised providers and/or carriers, as the case may be, in Washington County, Utah. Broadweave will bill or invoice Homeowners separately and directly for all such other services and equipment. Each bill or invoice to a Homeowner will include instructions for such Homeowner to remit payment directly to Broadweave, or its designee, by or on a date of the month designated by Broadweave, or its designee, following the month in which the billed charges were incurred. Broadweave shall be responsible to ensure that the billings will be sufficiently detailed to comply with all applicable laws and rules, including, without limitation, truth in billing rules of the FCC or other regulatory agencies. Association acknowledges that Broadweave has the right to commence any and all collection actions available to it under applicable law. Broadweave shall have the right to disconnect Additional Services and Additional Equipment in the event that Broadweave is not paid by Homeowner the full amount due each month on a timely basis.

5.11 **Legally Blind or Hearing Impaired Homeowners**. Any hearing impaired or legally blind Homeowner who occupies a Home without a non-hearing impaired or sighted person may discontinue Cable Service under this Agreement without incurring a disconnect fee, penalty or subsequent service charge.

5.12 **Interest and Late Charges**. Nothing herein will be construed to prohibit, consistent with applicable law, Broadweave from charging Homeowners interest, collection fees and/or late fees on any overdue or past due amounts for Services. Late payments by Homeowners for Services will be governed by the individual services agreement that will be entered into between Broadweave and each Homeowner.

ARTICLE 6
RIGHT TO TERMINATE SERVICES

6.1 **Unauthorized or Unsafe Use of Services**. Broadweave may, at its discretion, terminate Services to any Homeowner in the event such Homeowner engages in unauthorized or unsafe use of Services, theft of signal, or violation of any agreement between Homeowner and Broadweave, or violation of a federal, state or local law or regulation governing the Services. Termination of any Service to such Homeowner shall not prejudice or limit any other rights or remedies Broadweave may have.

ARTICLE 7
COVENANTS

7.1 **Association**. Association covenants, represents and warrants as follows:

(a) Exclusive Marketing. Association agrees that, to the extent it markets communication services, it will only market Broadweave's Services, and will not market any Alternate Provider's services during the term of this Agreement.

(b) Disclosure to Homeowners. Association covenants to disclose to each Homeowner the Required Disclosures.

(c) Binding Obligation of Declaration. Upon recording (which recording shall occur as soon as reasonably practicable after execution of Agreement), the Declaration will be a binding obligation of Association and enforceable against Association in accordance with its terms. Association will provide Broadweave a copy of the Declaration contemporaneously with the execution of this Agreement and will submit any subsequent proposed amendments to the Declaration that relate in any way to Broadweave to Broadweave for review and comment. Association will not amend the Declaration such that the amendment would (i) result in a termination of this Agreement or allow Association to terminate this Agreement or (ii) have a materially adverse effect on Broadweave or Broadweave's rights under this Agreement.

(d) Authority and Binding Obligation. Association each has the full corporate power and authority, of its own accord and/or through appropriate arrangements with Homeowners or others, to enter into, deliver and fully perform the terms and conditions of this Agreement. This Agreement has been duly executed and delivered by Association and constitutes the valid and binding obligation thereof enforceable against Association in accordance with its terms.

(e) Organization and Standing. Association is a Utah non profit corporation duly organized, validly existing and in good standing under the laws of Utah.

(f) No Prohibition on Performance. There exists no event or circumstance within the control of Association, or to the knowledge of Association, that precludes or prohibits Association from performing their respective obligations under this Agreement.

(g) Approvals, Authorizations and Inspections. Association covenants that it will cooperate with Broadweave in Broadweave's effort to obtain any and all approvals and authorizations, or during any inspections, required for the System.

7.2 **Broadweave**. Broadweave covenants, represents and warrants the following:

(a) Organization and Standing. Broadweave is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Utah.

(b) Authorization and Binding Obligation. Broadweave has full limited liability company power and authority to enter into, deliver and fully perform this Agreement. This Agreement has been duly executed and delivered by Broadweave, and constitutes the valid and binding obligation thereof, enforceable against Broadweave in accordance with its terms.

(c) No Prohibition on Performance. There exists no event or circumstance within the control of Broadweave, or to the knowledge of Broadweave, which precludes or prohibits Broadweave from performing its obligations under this Agreement.

(d) Governmental Authorizations. Broadweave shall obtain all necessary permits, licenses, franchises, and authorizations, to the extent required, to construct and operate the System, as well as provide the Services.

(e) Compliance with Laws. In the exercise of the rights, privileges, and licenses granted herein, Broadweave shall comply with all applicable local, state and/or federal laws, regulations, standards and specifications relating to the installation, operation, use, maintenance, repair, and replacement of the System.

(f) Operation. Broadweave covenants to operate the System in accordance with all regulations, laws and requirements, and the requirements of this Agreement. Broadweave further covenants that at no time will it cease or allow the System to cease operating based upon a default or termination as defined herein and that in the event this Agreement terminates, Broadweave will ensure that the System continues operating until

such time as another obtains and begins to operate the System, so long as Broadweave continues to receive the compensation contemplated by this Agreement during such time of interim operations. The requirements of this covenant to operate shall survive termination or expiration of the Agreement.

ARTICLE 8
LIMITATION OF LIABILITY

8.1 **No Liability for Consequential Damages**. NEITHER BROADWEAVE NOR ASSOCIATION WILL BE LIABLE TO THE OTHER, THEIR RESPECTIVE AFFILIATES, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, OR ANY THIRD PARTY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES, LOSSES, ALLEGATIONS, CLAIMS, SUITS, OR OTHER PROCEEDINGS, EXPENSES, LIABILITIES, OR COSTS (INCLUDING LEGAL FEES), INCLUDING LOSS OF PROFITS, EARNINGS, BUSINESS OPPORTUNITIES, OR DATA, IN ACCURACY OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR PERSONAL INJURY (INCLUDING DEATH), RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, (I) THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT (IT BEING AGREED THAT DIRECT DAMAGES RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH ANY EVENT OF DEFAULT DUE TO A PARTY'S FAILURE TO CURE ITS BREACH OF THIS AGREEMENT ARE EXCLUDED FROM THIS LIMITATION OF LIABILITY); (II) USE OF ANY SERVICES PROVIDED HEREUNDER BY A HOMEOWNER OR ANY THIRD PARTY, WITHOUT LIMITATION; (III) A CONTENTION THAT THE USE OF SUCH SERVICES BY HOMEOWNER OR ANY THIRD PARTY INFRINGES THE COPYRIGHT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY, OR CONTRACTUAL RIGHT OF ANY THIRD PARTY; (IV) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, NONDELIVERIES, MISDELIVERIES, TRANSMISSION, OR ANY FAILURE OF PERFORMANCE OF THE SERVICES; (V) ACTS OR OCCURRENCES BEYOND THE OTHER'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION FORCE MAJEURE, AS DEFINED HEREIN, OR FAILURE OF PERFORMANCE BY AN ENTITY PROVIDING PREREQUISITE SERVICES RELATED TO THE PROVISION OF THE SERVICES TO THE COMMUNITY; (VI) THE CONTENT OF SERVICES AVAILABLE ON THE INTERNET OR OTHERWISE AVAILABLE THROUGH THE SERVICES, INCLUDING THE ACCURACY, QUALITY, AND CONFIDENTIALITY OF INFORMATION OBTAINED THROUGH THIRD PARTIES THROUGH THE SERVICES; (VII) THE ACTIVITIES OF OTHER INTERNET USERS IN ACCESSING OR MONITORING ANY HOMEOWNER'S OR THIRD PARTY'S COMPUTERS OR INTERNET APPLIANCE OR THEIR RESPECTIVE USE OF THE SERVICES; AND/OR (VIII) UPSTREAM VOICE AND DATA PROVIDER FAILURES UPSTREAM SATELLITE PROVIDER FAILURES, HOME-WIRING FAILURES (INCLUDING FAILURE OF SUCH TO MEET SPECIFICATIONS REQUIRED OF HOMEOWNERS), HOME COMPUTER FAILURES, HACKERS, COMPUTER VIRUSES, POWER FAILURES, NATURAL DISASTERS, AND/OR DAMAGE CAUSED TO FIBER

OPTIC CABLE OR OTHER COMPONENTS OF THE SYSTEM CAUSED BY HOMEOWNERS, ASSOCIATION, OR THIRD PARTIES.

8.2 **No Liability for Content**. The parties agree that Broadweave has no control over, nor does it undertake to control, the information that passes over or through its telecommunications facilities, including its data communications facilities. Association acknowledges that Broadweave is not responsible for any damages caused by information or other communications received or posted by Association or any Homeowner or other customer of Broadweave within the Community.

8.3 **Disclaimer of Certain Warranties**. BROADWEAVE MAKES NO WARRANTY OR REPRESENTATION REGARDING THE CONTENT, STABILITY, OR USABILITY OF SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

8.4 **Liability for Services Outages**. THE HOMEOWNER'S SOLE REMEDY FOR LOST SERVICES OR LOST DATA, INCLUDING DUE TO EXTRAORDINARY OR UNREASONABLE INTERRUPTIONS OF SERVICES, SHALL BE A CREDIT FOR THE EXACT TIME THE SERVICES WERE NOT AVAILABLE FOR USE; PROVIDED THAT SUCH LOSS OF SERVICES EXISTED FOR TWELVE (12) CONTINUOUS HOURS (WITH DOWNTIME FOR ORDINARY MAINTENANCE EXCEPTED) IN ANY TWENTY-FOUR (24) HOUR PERIOD AND SUCH HOMEOWNER PROVIDES NOTICE OF SUCH LOSS OF SERVICES AND REQUESTS SUCH CREDITS. BROADWEAVE SHALL NOT BE RESPONSIBLE FOR ANY OTHER DAMAGES, INCLUDING THE LOSS OR DAMAGE OR DESTRUCTION OF PROPERTY, INJURY TO PERSON OR ANIMALS, LOST DATA, LOST PROFITS, OR LOST OPPORTUNITIES, AND ANY OTHER REMOTE, INCIDENTAL, INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGE OF ANY KIND. ASSOCIATION ACKNOWLEDGES THAT SERVICES ARE SUBJECT TO PERIODIC INTERRUPTIONS OR DOWNTIME AND THAT BROADWEAVE HAS COVENANTED TO MINIMIZE ANY SUCH OUTAGES.

ARTICLE 9
DEFAULT

9.1 **Breach**. During the term of this Agreement, a party ("Claimant") may assert that the other party has committed a breach of the terms of this Agreement ("Breach"), by providing a written notice detailing the nature of the Breach ("Breach Notice") to the party against whom the Breach is being claimed ("Breaching Party").

9.2 **Cure Period**. The Breaching Party shall have thirty (30) calendar days from receipt of the Breach Notice to cure said Breach, unless the cure period for such Breach is otherwise established in this Agreement or such Breach is not reasonably curable within such thirty (30) calendar days. If the Breaching Party does not contest the validity of the Breach Notice and fails to cure said Breach within said thirty (30) calendar days, such failure shall

constitute an event of default ("Event of Default"). If the Breach is not reasonably susceptible to cure within the thirty (30) calendar day period. the Breaching Party shall have a reasonable period of time to cure the default if it commences the cure within the initial thirty (30) calendar day period.

9.3 **Dispute Notice**. If the Breaching Party contests the validity of the Breach Notice, the Breaching Party must do so within ten (10) business days after receipt of the Breach Notice by providing written notice to Claimant regarding its intent to contest the Breach Notice ("Dispute Notice"). The Dispute Notice shall state with specificity all facts and circumstances surrounding the alleged Breach (to the extent known by the Breaching Party) and describe why or how the alleged Breach specified in the Breach Notice does not violate a provision of this Agreement. No more than two (2) business days after the Dispute Notice is received by Claimant, representatives of the Breaching Party and Claimant shall meet at a mutually agreeable location to seek to resolve the dispute regarding the Breach as articulated in the Breach Notice and Dispute Notice. The representatives shall work diligently and in good faith for a period of up to five (5) business days thereafter to seek agreement upon a resolution of the asserted Breach ("Breach Resolution").

9.4 **Resolution Period**. If the parties develop a Breach Resolution, Claimant shall not, as to the subject matter of such Breach Resolution, exercise its rights granted under this section prior to expiration of the cure period set forth in the Breach Resolution ("Resolution Period"). The failure on the part of a Breaching Party to cure the Breach within the Resolution Period shall be deemed an Event of Default. If the Breaching Party effectuates a cure to the Breach within the Resolution Period, such prior non-compliance shall not be deemed an Event of Default.

9.5 **Failure to Develop Resolution**. If the representatives do not develop a Breach Resolution within five (5) business days after Claimant's receipt of the Dispute Notice and the Breaching Party has not cured the Breach within such period, Claimant may provide notice to Breaching Party that Claimant considers Breaching Party to have committed an Event of Default and the rights and remedies provided in this section shall be available to Claimant: provided, however, that the issue of whether the Breach Notice correctly identifies a breach of this Agreement shall be subject to the Expedited Dispute Resolution procedures contained in paragraph 11.2 herein, and no Event of Default shall be deemed to have occurred unless and until the Claimant is successful at the arbitration contemplated by the Expedited Dispute Resolution.

9.6 **Acknowledgment of Cure**. Following the Breaching Party's proper cure of a Breach, Claimant shall deliver to the Breaching Party a written notice acknowledging that such cure has been adequately effectuated.

9.7 **Dispute Regarding Effective Cure**. Expedited Dispute Resolution shall be utilized for the purpose of resolving any dispute as to whether a cure has been effectuated in accordance with the applicable Breach Resolution.

9.8 **Default Remedies**. If a party commits an Event of Default, the other party shall have the right to avail itself of all rights and remedies, including, without limitation, specific

enforcement: provided, however, that the remedy of termination is only available for the Events of Default listed herein.

9.9 **Termination by Association**. This Agreement may be terminated by Association, subject to the dispute and cure provisions provided in this Agreement, upon the occurrence of any of the following events that result in Events of Default:

(a) Broadweave demonstrates consistent gross negligence and/or incompetence in the management of the System;

(b) Broadweave materially fails to meet the performance standards set forth in this Agreement; or

(c) Broadweave materially fails to operate and maintain the System in a manner that complies with applicable material safety standards, and such failure constitutes an imminent threat to general health or safety.

9.10 **Termination by Broadweave**. This Agreement may be terminated by Broadweave upon the occurrence of any of the following events:

(a) If any legislative, judicial, or regulatory action or decision shall occur which precludes or prohibits Broadweave from providing the Services;

(b) If applicable law prohibits the payment and collection of charges for Basic Services by including such charges in Homeowners' assessments whether or not a Homeowner uses Basic Services; or

(c) Subject to the dispute and cure provisions provided in this Agreement, Association commits a material breach of this Agreement that results in an Event of Default. For purposes of this Agreement, a "material breach" by the Association means a breach that has a material adverse effect on the Services or the System.

ARTICLE 10
TERM

10.1 **Commencement Date and Term**. This Agreement shall commence on the Effective Date for a period of twenty-five (25) years, provided, however, that if the License terminates, this Agreement shall terminate.

10.2 **Renewal**. This Agreement will automatically renew for an additional twenty-five (25) year renewal term upon expiration of the first term, provided, however, that during any renewal term, either party may terminate this Agreement, for any reason whatsoever, upon one (1) year's written notice.

10.3 **Continuing Obligations**. Upon the termination or expiration of this Agreement, the parties shall be relieved of all rights and obligations hereunder except for those rights and

obligations which expressly survive termination or expiration including, without limitation, (i) Broadweave's obligation to operate the System, without interruption, until transfer of the System to another or until another provider is offering the Services to the Homeowners (provided that Broadweave is compensated during such period in accordance with this Agreement for continuing to operate the System during such interim period), and (ii) restrictions on the disclosure of confidential information, to the extent allowed by law.

ARTICLE 11
DISPUTE RESOLUTION

11.1 **Dispute Resolution**. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the parties cannot resolve the dispute within five (5) business days, the parties agree to proceed to mediation as provided below. Pending the resolution of any dispute, the parties shall continue to fulfill their respective obligations under this Agreement. If a dispute is not resolved within the time limit set forth above, the parties agree to proceed to mediation of the dispute under the mediation rules of the American Arbitration Association ("AAA") and to conclude such mediation within ten (10) business days after the filing by a party of a request to AAA for mediation. Each party agrees to pay its own costs, plus an equal share of the costs of the mediator and mediation facilities. If a dispute is not resolved by mediation within the time provided above, the parties may pursue any appropriate legal remedy. Notwithstanding the foregoing, the parties agree that either party may bring in any appropriate forum a request or petition for a temporary restraining order or preliminary injunction.

11.2 **Expedited Dispute Resolution**. Notwithstanding the dispute resolution procedures provided in Section 11.1 above, either party may initiate Expedited Dispute Resolution for matters arising out of provisions of this Agreement that expressly make Expedited Dispute Resolution available. A party may initiate Expedited Dispute Resolution by submitting written notice to the other party of a dispute and a request for Expedited Dispute Resolution ("EDR Notice"). For purposes of this Section, the EDR Notice must be provided by means of same-day delivery, such delivery subject to confirmation, including hand-delivery of written notice, telecopy, or electronic mail. The EDR Notice shall specify the issues in dispute and the outcome desired by the party giving such notice ("Noticing Party"). The parties, after receipt of the EDR Notice, shall negotiate in good faith for five (5) business days in an attempt to resolve the dispute ("Initial Period"). During the Initial Period, and at the same time the negotiations described in the preceding sentence are taking place, (i) the Noticing Party shall file a request ("Request for Arbitration") with AAA to appoint an arbitrator with expertise in communications-related issues ("Arbitrator"), and (ii) each party to the dispute will appoint an expert with knowledge of the subject matter of the dispute ("Party Experts"). The Request for Arbitration shall include a copy of this Section and a statement directing the Arbitrator to conduct the proceedings and render a decision consistent herewith. If the dispute is not resolved within the Initial Period, the Party Experts shall thereafter for a second five (5) business day period commencing immediately upon conclusion of the Initial Period ("Second Period") meet and (i) negotiate in good faith in an attempt to develop a consensual resolution, and (ii) develop a position acceptable to each such party as to the appropriate final resolution of the dispute ("Final

Position"). If the dispute is still unresolved after the Second Period, the parties will, within five (5) business days after the conclusion of the Second Period, submit their Final Positions in writing, with a written statement of reasons, to the Arbitrator and to all other parties ("Submission"). The Arbitrator will then be required to render a final decision, with reasons stated, within fifteen (15) business days of the date of receipt of all parties Submissions (or within fifteen (15) business days after appointment of the Arbitrator if such appointment is not in place at the date for submittal of the Submissions despite all parties' good faith efforts and for reasons outside the parties' control, in which case the parties shall diligently and in good faith seek the appointment of the Arbitrator as soon as possible) ("Arbitration Period"). Failure to submit a Submission within the required time shall be deemed a waiver of such party's right to submit a Submission, unless a late submittal is expressly permitted by all other parties to the dispute. The Arbitrator will be directed to select one of the parties Final Positions without change, unless extraordinary circumstances dictate otherwise. Any arbitration decision that deviates from one of the parties' Final Positions shall include a written statement of the reasons, including a specific statement of the "extraordinary circumstances," that justifies such a deviation. The Arbitrator may, in his or her discretion, convene one (1) hearing, on no less than five (5) business days written notice, such hearing not to exceed one (1) day in length; provided that the convening of such a hearing shall not extend the time period that the Arbitrator has to render a final decision. Availability of discovery shall be only at the discretion of the Arbitrator. Any request for discovery shall be made at the time of submittal of the Submissions, with reasons stated. The presumption shall be against the allowance of discovery unless the Arbitrator determines that discovery is materially necessary to a just resolution of the dispute. Unless otherwise stated or modified, all other applicable rules of the AAA shall apply.

ARTICLE 12
CONFIDENTIAL INFORMATION

12.1 **Confidentiality.** Association agrees that Broadweave has and will reveal certain confidential information to Association, including, without limitation, its manner of doing business, the elements and design of the System, and any information specifically marked by Broadweave as "Confidential Information" ("Confidential Information"), and that the unauthorized disclosure and/or use of Confidential Information would be damaging to Broadweave. Accordingly, Association agrees:

(a) Not to use Confidential Information other than in connection with its performance under this Agreement.

(b) To maintain the Confidential Information in confidence and not to disclose any portion of the Confidential Information to any persons or entities other than the Association's employees or affiliates who have a need to use the same in connection with its performance under this Agreement; and

(c) To cause each of the Association's employees or affiliates who have access to the Confidential Information to exercise the same degree of care as Association

normally exercises to preserve and safeguard its own confidential and proprietary information.

The foregoing restrictions in this section do not apply to the Association during any time when SITLA is acting as the declarant of the Association. During such times SITLA will classify the Confidential Information as a protected record as that term is defined in the Governmental Records and Access Management Act, Utah Code Ann. § 63-2-304, provided that such information is classifiable as a protected record.

12.2 **Public Domain**. Such obligations of nonuse and nondisclosure shall not apply to information that is now in, or hereafter becomes part of, the public domain, whether by publication or otherwise, other than as a result of the Association's breach of this Agreement, or to information that Broadweave authorizes in writing for public release.

ARTICLE 13
GENERAL TERMS

13.1 **Publicity/Trademark Licenses**. Association and Broadweave hereby grant to the other a non-exclusive license to use the name and logo of the other in advertising and promoting the Services in the Community for the term of this Agreement. No licenses, express or implied, under any patents, copyrights, trademarks, service marks, or trade secrets, are granted to Association by Broadweave unless otherwise agreed to herein. No licenses, express or implied, under any patents, copyrights, trademarks, service marks, or trade secrets, are granted to Broadweave by Association unless otherwise expressly agreed to herein.

13.2 **Cooperation; Non-Interference**. The parties agree to cooperate with the other and use reasonable efforts to assist the other in the performance of the other's obligations and the exercise of its rights contained in this Agreement and that it will not intentionally interfere with the other's performance under this Agreement.

13.3 **System Ownership.** Subject to the provisions of any separate agreement between SITLA and Broadweave, the System shall be and remain the property of, and under the control of, Broadweave at all time (unless otherwise transferred or sold by Broadweave), including those components installed into the ground or within interior corridors and conduit that might otherwise be considered fixtures under applicable law. Association shall not misuse, alter, move, remove, or modify the System in any way.

13.4 **Home Wiring Ownership**. All Home Wiring shall be owned and maintained by the Homeowners, except that Broadweave shall, in its sole discretion and at the request and expense of a Homeowner, service and repair Home Wiring pursuant to a separate written agreement. The NID, installed by Broadweave on or near each Home in the Community as per the home wiring specifications, shall be a "demarcation point" as that term is used under applicable FCC rules and decisions relating to telephone inside wire and/or cable television home wiring and is the point where Broadweave's ownership rights and responsibilities end and the Homeowner's

rights and responsibilities begin. Broadweave shall be responsible to service the NID, including its batteries, as part of its obligation to maintain the System.

13.5 **Governing Law**. This Agreement has been executed and delivered, and is intended to be performed, in the State of Utah and the terms, conditions, covenants and agreement herein contained shall be governed, construed and controlled according to the laws of the State of Utah, without regard to its law regarding conflicts of law, and the laws of the United States.

13.6 **Waiver**. No failure on the part of any party hereto to enforce any right hereunder shall be considered a waiver of such right or any subsequent right.

13.7 **Notices**. Notices shall be in writing and shall be given by (a) personal delivery, (b) deposit in the United States mail, certified mail, return receipt requested (which receipt shall be preserved as evidence of delivery), postage prepaid, or (c) overnight express delivery service, addressed or transmitted to Association and Broadweave at the following addresses, or to such other addresses as either party may designate to the other in a writing delivered in accordance with the provisions of this Section:

If to Association: **SIENNA HILLS COMMUNITY ASSOCIATION**
Attn: Assistant Director for Development, SITLA
2303 North Coral Canyon Blvd., Suite 100A
Washington, UT 84780

With a copy to: **SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION**
Attn: John Andrews, Esq.
675 East 500 South, Suite 500
Salt Lake City, UT 84102

And a copy to: **SNELL & WILMER L.L.P.**
Attn: Cary Jones, Esq.
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

If to Broadweave: **BROADWEAVE NETWORKS OF ST. GEORGE LLC**
Attn: Stephen Christensen, Jr.
3940 N. Traverse Mountain Blvd., Suite 100
Lehi, UT 84043

With a copy to: **PARR WADDOUPS BROWN GEE & LOVELESS**
Attn: James L Ahlstrom, Esq.
185 South State Street, Suite 1300
Salt Lake City, UT 84111

All notices shall be deemed to have been delivered and shall be effective upon the date of actual receipt.

13.8 Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

13.9 Construction. The titles which are used following the number of each Section are so used only for convenience in locating various provisions of this Agreement and shall not be deemed to affect the interpretation or construction of such provisions. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement. This Agreement shall not be construed for or against Association or Broadweave. References in this Agreement to "Sections," "Articles," and "Exhibits" refer to the Sections and Articles of and the Exhibits to this Agreement unless otherwise noted.

13.10 Authorized Agents. Association understands and agrees that Broadweave may, from time to time, enter into contracts with affiliates, agents or authorized vendors (collectively "Authorized Agents") for the purpose of performing under this Agreement. The access to, entry upon, and exit from the Community herein granted by SITLA to Broadweave shall extend to such Authorized Agent(s). Association agrees that Authorized Agents shall have the right to market and contract with Homeowners in the Community for Additional Services, who shall be charged and billed individually and separately for such services.

13.11 Force Majeure. No liability or breach of this Agreement shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the party affected ("Force Majeure"), including, but not limited to, fire, extreme weather, explosion, flood, war, power interruptions, satellite interruptions, the act of any governmental body, legislation or regulatory impediment, accident, labor trouble or the shortage or inability to obtain material, service, personnel, equipment or transportation, failure of performance by a common carrier, failure of performance by a public utility, or vandalism. In no event, however, shall Broadweave's payment obligations be excused by an event of Force Majeure.

13.12 Successors and Assigns. This Agreement may only be assigned by Broadweave to the permitted assignee of Broadweave's rights under the License with SITLA. This Agreement may not be assigned by the Association without Broadweave's prior written consent, and any attempted assignment in contravention of this provision shall be void *ab initio*. This Agreement shall be binding upon the successors and permitted assigns of the parties.

13.13 Legal Relationship. The relation created hereby is not a partnership or joint venture but a contractual agreement between independent parties, and it is expressly understood and agreed that Association does not in any way, nor for any purpose, become a partner of Broadweave or a joint venturer with Broadweave in the conduct of Broadweave's business, or otherwise. Except as otherwise specifically provided in this Agreement, the parties agree that Association is in no way a legal representative or agent of Broadweave and can assume or create no obligations on Broadweave's behalf and that Broadweave is in no way a legal representative or agent of Association and can assume or create no obligations on Association's behalf.

Association shall make no warranties or representations not authorized in writing by Broadweave.

13.14 Changes in Law. This Agreement shall be amended, modified or changed to comply with any change in legislation, government regulation, or applicable legal precedent that might materially affect the relationship between Broadweave and Association. Such amendment shall be negotiated in good faith by the parties and shall be in writing and signed by the parties. In the event that the parties cannot agree on an appropriate amendment to this Agreement within thirty (30) days after a request for good faith negotiations, either party may initiate Expedited Dispute Resolution proceedings in accordance with this Agreement.

13.15 Time is of the Essence. Time is of the essence of this Agreement and in the performance of all of the covenants and conditions hereof.

13.16 Time Periods. In the event the time for the performance of any obligation or the taking of any action hereunder expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

13.17 Further Assurances. Each party agrees that it shall execute and deliver such further instruments, provide all information, and take or forbear from taking such further action and things as may be reasonably required or useful to carry out the terms, intent and purpose of this Agreement and as are not inconsistent with the terms of this Agreement, including, without limitation amending the Declaration from time to time to carry out the terms and intent of this Agreement.

13.18 Tax Immunity. Nothing contained in this Agreement shall be deemed to constitute a waiver of applicable laws providing tax immunity to trust property or any interest therein or income therefrom.

13.19 Counterparts. This Agreement may be executed via facsimile (which shall be treated for all purposes as an original signature) and in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

13.20 Entire Agreement. This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between Association and Broadweave relative to Broadweave's provision of Services to the Community, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them other than are set forth herein. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon Association or Broadweave unless in writing and signed by each of them. Parole evidence shall never be admissible in any court, tribunal, arbitration or governmental agency to modify, amend or vary the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

ASSOCIATION:

SIENNA HILLS COMMUNITY ASSOCIATION, a Utah non profit corporation

By _____
Name: CURT GORDON
Title: PRESIDENT

BROADWEAVE:

BROADWEAVE NETWORKS OF ST. GEORGE LLC, a Utah limited liability company

By _____
Name: Steve Christensen
Title: CEO

EXHIBIT 1: BASIC SERVICES

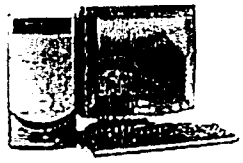
Tripleweave Basic

Basic Telephone	Basic Television	Basic Internet
Primary-Line Local Telephone Service and the Lowest Price Long Distance	KBYU-TV PBS*	Dedicated Fiber-Optic Network
3 cents per minute interstate 4 cents per minute intrastate	KJZZ-TV IND*	Fastest Speeds Available
E-911 with power backup	KSL-TV NBC*	5 Mbps downstream / 1 Mbps upstream
Includes10 standard Features. Voicemail Voicemail in email Voice Message Call Back Caller ID Call Waiting Call Transfer Call Forward No Answer Call Forward Busy Caller ID with Calling Name Display 3-way Calling Anonymous Call Rejection Speed Dial 8 Calling Line ID Blocking	KSTU-TV FOX*	Plug n' Go Home: No need to mess with cables and modems. Simply PLUG up to 3 PCs into the wall outlets marked internet and you're ready to GO. Upgradeable to 8 PCs.
	KTVX-TV ABC*	24x7 Support and Monitoring
	KUED-TV PBS*	5 email accounts (1 Gigabyte of email storage!)
	KUPX-TV PAX*	Webmail Portal: Webmail Web File Storage Address Book Calendar
	KUTV-TV CBS*	IMAP, POP3 Email (does not include Microsoft Outlook license)
	KUWB-TV WB*	1 Static IP Address
	KUEW-DT CBS*	
	KUSG-TV PBS*	
	KVBT-LP CBS*	
	KDLQ-CA ABC*	
	KDLU-CA FOX*	
	K57BG-TV UPN*	
	K53BD-TV PBS*	
	K47AK-TV PBS*	
	K43CC-TV FOX*	
	K51DV-TV PBS*	
	K28EA-TV ABC*	
	K21CI-TV PBS*	
	K18DM-TV NBC*	
	K20GJ-TV ABC*	
	K59AG-TV ABC*	
	K13CA-TV ABC*	
	K088N-TV NBC*	
	KCSG-TV PAX*	Triple-Shield Security: Spam and Virus Filtering Web Content Filtering Firewall Security
	NICKELODEON/NICK AT NITE	
	Fox News	
	CARTOON NETWORK	
	DISNEY CHANNEL	
	FOOD NETWORK	
	TURNER NETWORK TELEVISION	
	ARTS & ENTERTAINMENT	
	ESPN2	
	ESPNEWS	
	HOME & GARDEN TELEVISION	
	SCI-FI CHANNEL, THE	
	Trinity Broadcasting Network	
	Turner Classic Movies	
	TV LAND	
	CNBC	
	CNN	
	CNN HEADLINE NEWS	
	CNNi	

	ESPN TURNER BROADCAST SYSTEM ABC FAMILY C-SPAN Animal Planet C-SPAN2 DISCOVERY CHANNEL, THE LEARNING CHANNEL, THE TRAVEL CHANNEL, THE Outdoor Life Network MUSIC TELEVISION Varsity TV COMEDY CENTRAL MSNBC Bloomberg Bravo GoodLife TV Network Great American Country Style Tech TV Trio WE E! ENTERTAINMENT TELEVISION WEATHER CHANNEL, THE HOME SHOPPING NETWORK, THE VH1	

EXHIBIT 2

Performance and Minimum Criteria



Computer Hardware

Windows computer

- Windows 98 or higher
- Minimum Pentium 400 MHz
- Minimum 128 MB RAM
- Minimum 10 gig hard drive
- 10/100 Ethernet Card

Macintosh computer

- Mac OS 9.0 or higher
- G3 300 MHz
- 128 MB RAM
- 10 gig hard drive
- 10/100 Ethernet Card

Software Requirements

Windows 98, NT, XP, Mac OS

Web Browser
Microsoft Internet Explorer 5 Netscape Navigator 4 or Netscape 6
Mozilla Firefox

Section 1.1 Software

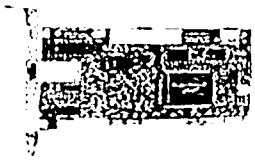
Adobe Acrobat Reader

Email Client
Outlook Express
Microsoft Outlook
Mozilla Thunderbird
Eudora
Netscape

ARTICLE IINetwork Equipment

Standard Network Hardware includes any 10/100 Network Interface Management Hardware.

3COM
Intel
SMC
Netgear
D-Link
Compex
Realtek



ARTICLE IIICable Requirements

Standard Cat 5e or Cat 6 e Straight-Through cable from computer to wall jacks.

PC Virus Protection Requirements
Free AVG Anti-Virus for personal use available at http://free.grisoft.com
Free Microsoft AntiSpyware for use with **Windows XP/2000** available at
http://www.microsoft.com/athome/security/spyware/software/default.mspx

If using **Windows 98** use Ad-Aware SE Personal at
http://www.lavasoftusa.com/software/adaware/ non-commercial use only.

Also if using **Windows 98**, you may use Spybot Search & Destroy at http://www.safer-networking.org/en/

Home Firewall / PC Protection
Zone Alarm PC Protection
Windows Personal Firewall
McAfee Firewall
Panda Personal Firewall

Firewall
D-Link Router/Firewall
Linksys Router/Firewall
Linux Router/Firewall
Other vendor inhome router/firewall

By default Broadweave provides 3 active internet connection. By utilizing one of the devices listed above a customer will be able to have connectivity to more than three rooms.

EXHIBIT 3: PREMIUM SERVICES

Tripleweave Premium

Broadweave Unlimited	Premium Television	Premium Internet
Primary-Line Local Telephone Service and the Lowest Price Long Distance	KBYU-TV PBS*	Dedicated Fiber-Optic Network
Unlimited Long Distance	KJZZ-TV IND*	Fastest Speeds Available
E-911 with power backup	KSL-TV NBC*	5 Mbps downstream / 1 Mbps upstream
Includes10 standard Features: Voicemail Voicemail in email Voice Message Call Back Caller ID Call Waiting Call Transfer Call Forward No Answer Call Forward Busy Caller ID with Calling Name Display 3-way Calling Anonymous Call Rejection Speed Dial 8 Calling Line ID Blocking	KSTU-TV FOX* KTVX-TV ABC* KUED-TV PBS* KUPX-TV PAX* KUTV-TV CBS* KUWB-TV WB* KUEW-DT CBS* KUSG-TV PBS* KVBT-LP CBS* KDLQ-CA ABC* KDLU-CA FOX* K57BG-TV UPN* K53BD-TV PBS* K47AK-TV PBS* K43CC-TV FOX* K51DV-TV PBS* K28EA-TV ABC* K21CI-TV PBS* K18DM-TV NBC* K20GJ-TV ABC* K59AG-TV ABC* K13CA-TV ABC* K088N-TV NBC* KCSG-TV PAX* NICKELODEON/NICK AT NITE Fox News CARTOON NETWORK CNN FN CNNI DISNEY CHANNEL FOOD NETWORK TURNER NETWORK TELEVISION ARTS & ENTERTAINMENT ESPN2 ESPNEWS HOME & GARDEN TELEVISION SCI-FI CHANNEL Trinity Broadcasting Network Turner Classic Movies TV LAND CNBC CNN CNN HEADLINE NEWS	Plug n' Go Home: No need to mess with cables and modems. Simply PLUG up to 3 PCs into the wall outlets marked internet and you're ready to GO. Upgradeable to 8 PCs. 24x7 Support and Monitoring 7 email accounts (1 Gigabyte of email storage!) Webmail Portal: Webmail Web File Storage Address Book Calendar IMAP, POP3 Email (does not include Microsoft Outlook license) 3 Static IP Address Gaming VLAN Triple-Shield Security: Spam and Virus Filtering Web Content Filtering Firewall Security

	ESPN TURNER BROADCAST SYSTEM ABC BYU PBS CBS Fox KJZZ KUED PBS KUPX Pax WB ABC FAMILY C-SPAN Animal Planet C-SPAN2 DISCOVERY CHANNEL, THE LEARNING CHANNEL, THE TRAVEL CHANNEL, THE Black Entertainment TV Oxygen A&E History International Discovery Health Discovery Home & Leisure Channel Discovery Kids Discovery Times Channel Discovery Wings Channel Do It Yourself Network ESPN Classic GSN HISTORY CHANNEL, THE MBC Network National Geographic Channel Nickelodeon Games and Sports Noggin The Biography Channel The Inspirational Life Network The Science Channel Toon Disney Hallmark Channel American Movie Classics Encore Encore Act[illegible] Encore Lov[illegible] Stories West Encore M[illegible]ery West Encore True Stories Encore Westerns West	

Tripleweave Platinum

Broadweave Small Office Tools	Platinum Television	Platinum Internet
Primary-Line Local Telephone Service and the Lowest Price Long Distance	KBYU-TV PBS* KJZZ-TV IND* KSL-TV NBC* KSTU-TV FOX* KTVX-TV ABC* KUED-TV PBS* KUPX-TV PAX* KUTV-TV CBS* KUWB-TV WB* KUEW-DT CBS* KUSG-TV PBS* KVBT-LP CBS* KDLQ-CA ABC* KDLU-CA FOX* K57BG-TV UPN* K53BD-TV PBS* K47AK-TV PBS* K43CC-TV FOX* K51DV-TV PBS* K28EA-TV ABC* K21CI-TV PBS* K18DM-TV NBC* K20GJ-TV ABC* K59AG-TV ABC* K13CA-TV ABC* K088N-TV NBC* KCSG-TV PAX* A&E History International ABC FAMILY American Movie Classics Animal Planet ARTS & ENTERTAINMENT BBC America East BET on Jazz Black Entertainment TV Black Starz! Bloomberg Bravo BYU PBS CARTOON NETWORK Cinemax CNBC CNN CNN FN CNN HEADLINE NEWS CNNI COMEDY CENTRAL COURT TV C-SPAN C-SPAN2	Dedicated Fiber-Optic Network

3 cents per minute interstate 4 cents per minute intrastate	Digital Music Express HITS	Fastest Speeds Available
E-911 with power backup	DISCOVERY CHANNEL, THE Discovery Health	10 Mbps downstream / 1 Mbps upstream
Includes10 standard Features: Voicemail Voicemail in email Voice Message Call Back Caller ID Call Waiting Call Transfer Call Forward No Answer Call Forward Busy Caller ID with Calling Name Display 3-way Calling Anonymous Call Rejection Speed Dial 8 Calling Line ID Blocking	Discovery Home & Leisure Channel Discovery Kids Discovery Times Channel Discovery Wings Channel DISNEY CHANNEL Do It Yourself Network E! ENTERTAINMENT TELEVISION Encore Encore Action Encore Love Stories Encore Mystery Encore True Stories Encore Westerns ESPN ESPN Classic ESPN2	Plug n' Go Home: No need to mess with cables and modems. Simply PLUG up to 3 PCs into the wall outlets marked internet and you're ready to GO. Upgradeable to 8 PCs.
		24x7 Support and Monitoring
		10 email accounts (1 Gigabyte of email storage!)
		Webmail Portal: Webmail Web File Storage Address Book Calendar
		IMAP, POP3 Email (does not include Microsoft Outlook license)
Broadweave Small Office Tools: Selective Acceptance Selective Rejection Telephone Web Portal Outlook Integration Phone Log Management Click to Call Remote Office	ESPNEWS Fine Living FOOD NETWORK Fox Digital Sports Atlantic Fox Digital Sports Central Fox Digital Sports Pacific Fox Movie Channel Fox News Fox Sports World Fuse fx - Fox Gone Cable Golf Channel GoodLife TV Network Great American Country GSN	5 Static IP Address
		Community Entertainment Network: 20 Mbps Full Duplex Gaming Network delivering faster speeds between gamers within the community
		Gaming VLAN
		Gaming Server Hosting
		Triple-Shield Security: Spam and Virus Filtering Web Content Filtering Firewall Security
	Hallmark Channel (formerly Odyssey) HBO HBO 2 West HBO Signature West HISTORY CHANNEL, THE HOME & GARDEN TELEVISION HOME SHOPPING NETWORK, THE IFC US	

	LEARNING CHANNEL, THE Lifetime Movie Network MBC Network MoreMax MSNBC MTV 2 US MUSIC TELEVISION National Geographic Channel Newsworld International Nickelodeon Games and Sports NICKELODEON/NICK AT NITE (WEST) Noggin Outdoor Channel Outdoor Life Network Ovation - The Arts Network Oxygen SCI-FI CHANNEL, THE Showtime Showtime Extreme Showtime Showcase Showtime Too West Speed Channel Starz! Starz! Cinema Starz! Family Starz! Theater West Style Sundance Channel Tech TV Tennis Channel The Biography Channel The Inspirational Life Network The International Channel The Movie Channel West The Movie Channel Xtra The Science Channel The Word Network Toon Disney TRAVEL CHANNEL, THE Trinity Broadcasting Network Trio TURNER BROADCAST SYSTEM Turner Classic Movies TURNER NETWORK TELEVISION TV LAND Varsity TV VH1 VH1 Classic VH1 Country VH1 Soul Video Rola WE WEATHER CHANNEL, THE	

GROUND LEASE

between

BROADWEAVE NETWORKS OF ST. GEORGE LLC
as Tenant

and

STATE OF UTAH ACTING THROUGH THE SCHOOL
AND INSTITUTIONAL TRUST LANDS ADMINISTRATION
as Landlord

Dated: November 17, 2005

GROUND LEASE

THIS **GROUND LEASE** (the "**Lease**") is entered into as of November __, 2005, between, the **State of Utah** acting through the **School and Institutional Trust Lands Administration** ("**Landlord**"), and **Broadweave Networks of St. George LLC**, a Utah limited liability company ("**Tenant**"), collectively, the "**Parties**" and individually, a "**Party**".

AGREEMENT TO LEASE

A. The Property. For sufficient consideration received, Landlord leases to Tenant and Tenant leases from Landlord, on the terms and conditions set forth in this Lease, the land located at the northern portion of Parcel 2 of the Sienna Hills Community, as shown on the map attached hereto as **Exhibit A**, (the "**Property**"). The Property consists of approximately ___ acres and is legally described on **Exhibit B** attached hereto.

LEASE TERM

1.1 Term. The term of this Lease is coterminous with the term of that certain License Agreement ("License") entered into between the parties on November 17, 2005, including any renewals of the License (the "Term").

RENT

2.1 Annual Rent. During the Term, Tenant's timely payments of revenue payments to Landlord as required by the License shall constitute the rent for this Lease.

TAXES

3.1 Payment of Taxes. Tenant shall pay, directly to the Landlord upon receiving written notice from Landlord and a copy of the applicable tax statement from the applicable governmental authority, all installments of general real property taxes and assessments levied against the Property, and all improvements located thereon ("**Taxes**"), which have accrued during the Term. Such payments shall be made by Tenant within 60 days after the date Tenant receives appropriate tax notices setting forth the amount of Taxes owed by Tenant.

3.2 Right to Contest Tenant may, in its own name, contest any Taxes or the amounts required to be paid by Tenant by a governmental authority.

USE

4.1 Use of Property. Tenant may construct, at Tenant's cost, a building, after obtaining approval from the applicable architectural review committee and all necessary building and site improvement permits and other applicable approvals, consisting of approximately 2,400 square feet of space on the Property and otherwise improve the Property as is necessary for constructing, operating and maintaining a fiber optics communications system in the Sienna Hills Community ("**Improvements**"). Tenant shall be responsible for all costs connected with

construction of the Improvements, including without limitation, the cost of all utility connections. Tenant shall be permitted to use the Property only in connection with constructing, operating and maintaining the fiber optics communication system described in the License, and for no other purpose. Tenant agrees that the remaining portion of Parcel 2 depicted on Exhibit A will be developed and consist of a number of different uses. Tenant shall access the Property through temporary easements provided by Landlord until such time as a permanent access easement is located through a parking lot or driveway of other developments in Parcel 2.

UTILITIES

5.1 Utility Charges. Tenant agrees to pay all charges for electricity, gas, water, telephone and other utility services used by Tenant, if any, on the Property during the Term.

TENANT'S IMPROVEMENTS AND FIXTURES; MAINTENANCE; LIENS

6.1 Improvements. All Improvements constructed on the Property and all additions, alterations and improvements thereto shall remain the exclusive property of Tenant during the Term. At the expiration or termination of this Lease, any building and/or Improvements on the Property shall be a fixture and become the property of Landlord (and Landlord shall compensate Tenant as part of the appraised value paid for the System, as defined in the License, under the License or, alternatively, the prorated value of the Improvements as part of the System in the event that Landlord is not purchasing the entire System).

6.2. Maintenance. Tenant shall (a) maintain the Property and Improvements at all times in good condition and repair; (b) not commit any waste of the Property, or remove, damage, demolish, or structurally alter any of the Improvements on the Property without the consent of Landlord; (c) complete promptly and in good and workmanlike manner any building, fixture, or improvement on the Property, or any portion of the Property, which may for any reason be constructed: (d) restore promptly and in good and workmanlike manner any of the Improvements or any portion thereof which may for any reason be damaged or destroyed; (e) comply at all times with all laws, ordinances, regulations, covenants and restrictions in any manner affecting the Property; (f) not commit or permit any act upon the Property in violation of law; and (g) do all acts which by reason of the character or use of the Property may be reasonably necessary to maintain and care for the same, the specific enumeration herein not excluding the general.

6.2 Liens. Neither Party shall permit any tax lien or other encumbrance upon the Property, including the lien or claim of any contractor, subcontractor, mechanic, materialman, laborer, architect or any other person or entity arising out of work, material or services performed or supplied or contracted for by that Party, or those claiming by, through or under it, to be or remain a lien upon the Property, but such Party shall have the right to contest the lien in good faith by appropriate judicial proceedings so long as (a) the proceeding operates to stay any execution or foreclosure on the lien, and (b) the Party diligently pursues the contest to its conclusion. In any event, such Party shall indemnify, defend and save the other Party harmless from any such lien.

INSURANCE

7.1 Indemnification. Tenant hereby indemnifies, holds harmless and agrees to defend Landlord from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring on the Property, caused by the active or passive negligence or willful misconduct of the Tenant, its agents, servants or employees; ***provided***, Tenant does not indemnify Landlord against any injury, loss of life, or damage which is caused by the active or passive negligence or willful misconduct of the Landlord, or its agents, servants or employees. Tenant's obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this Lease, as to claims arising or accruing prior to the expiration or termination of this Lease.

7.2 Liability Insurance Coverage and Limits. Tenant shall maintain, and/or cause to be maintained, at no cost to Landlord, liability insurance against claims for personal injury, bodily injury, death and property damage occurring on or about the Property, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) of not less than $1,000,000 for total claims for any one occurrence. The insurance limits in this Section shall be subject to increase from time to time by such amounts as Landlord and Tenant may reasonably agree is necessary or desirable, as may be evidenced by the practice of similarly situated properties. Landlord shall be a named additional insured on each such policy maintained by Tenant.

7.3 Waiver of Certain Rights. With respect to any loss or damage that may occur to the Property (or any improvements thereon) or the respective property of the Parties thereon, arising from any peril customarily insured under a fire and extended coverage insurance policy, regardless of the cause or origin, excluding willful acts but including negligence of the Parties, their agents, servants or employees, Tenant releases Landlord from all claims with respect to such loss; and Tenant agrees that its insurance company(ies) shall have no right of subrogation against Landlord on account of any such loss, and Tenant shall procure from its insurer(s) under all policies of fire and extended coverage insurance a waiver of all rights of subrogation against Landlord which the insurers might otherwise have under such policies.

DEFAULT; REMEDIES

8.1 Defaults. If either Party commits an uncured "Event of Default", as that term is defined in the License, this Lease will terminate on the same terms and in the same manner as the License. If Tenant uses the Property in a way not allowed by this Lease, or otherwise breaches an obligation of this Lease, and fails to cure such a breach within sixty (60) days after receiving written notice, then Landlord, at its option, shall have the right to terminate the Lease.

ASSIGNMENT AND SUBLETTING

9.1 Assignment and Subletting. This Lease may not be assigned, transferred, sold, sublet, pledged, encumbered, hypothecated or otherwise transferred except as approved by Landlord on the terms set forth in Article 10 of the License. It is the intent of this Lease that the

Tenant and the operator/owner of the fiber optics system described in the License be the same person.

NOTICES

10.1 Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by (a) established express delivery service which maintains delivery records, (b) and delivery, or (c) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or at such other address as a Party may designate by written notice in the above manner:

If to Landlord:
SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION
Attn: Director
675 East 500 South, Suite 500
Salt Lake City, UT 84102

With a copy to:
SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION
Attn: John Andrews, Esq.
675 East 500 South, Suite 500
Salt Lake City, UT 84102

And a copy to:
SNELL & WILMER L.L.P.
Attn: Cary Jones, Esq.
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

If to Tenant:
BROADWEAVE NETWORKS OF ST. GEORGE LLC
Attn: Stephen Christensen, Jr.
3940 N. Traverse Mountain Blvd., Suite 100
Lehi, UT 84043

With a copy to:
PARR WADDOUPS BROWN GEE & LOVELESS
Attn: James L Ahlstrom, Esq.
185 South State Street, Suite 1300
Salt Lake City, UT 84111

MISCELLANEOUS PROVISIONS

11.1 Costs and Attorneys' Fees. If either Party commences a legal proceeding to enforce any of the terms of this Lease, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party, to be fixed by the court in the same action.

11.2 Relationship of the Parties. Nothing in this Lease shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that no provision herein, nor any acts of the Parties in connection with this Lease, shall be deemed to create any relationship between the Parties other than the relationship of landlord and tenant.

11.3 Remedies Not Exclusive. The various rights and remedies herein contained and reserved to each of the Parties, except as herein otherwise expressly provided, are not exclusive of any other right or remedy of such Party, but are cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by either Party, shall impair any such right, power or remedy or be construed as a waiver of any default or non-performance or as acquiescence therein.

11.4 No Presumption. This Lease shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either Party. Each Party represents and warrants to the other Party that they have been represented by, and have had the opportunity to consult with, legal counsel in connection with the review, negotiation and execution of this Lease.

11.5 Headings. The headings of the Articles and Sections contained herein are for convenience only and do not define, limit, or construe their contents. References in this Lease to "Articles", "Sections", and "Exhibits" are to the Articles and Sections in, and the Exhibits to, this Lease unless otherwise expressly stated.

11.6 Pronouns. When required by context, the singular includes the plural, and the neuter gender includes a person, corporation, firm or association.

11.7 Severability. If any term or provision of this Lease or the application of it to any person or circumstance shall to any extent be held by a court in an action between the Parties or otherwise affecting this Lease to be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

11.8 Immunity. Nothing contained in this Lease shall be construed to waive, limit or modify Landlord's governmental immunity from suit.

11.9 Integration/Amendments. This Lease is a fully integrated agreement. This Lease may not be amended or modified by any act or conduct of the Parties or by oral agreement, unless reduced to a writing signed by both Parties.

11.10 Authority. The individuals who execute this Lease represent and warrant that they are duly authorized to execute this Lease on behalf of Landlord or Tenant, as the case may be, that the Parties named are all the necessary and proper parties, and that no other signature, act or authorization is necessary to bind such entity to the provisions of this Lease.

11.11 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to its conflict of laws principles.

11.12 Incorporation. The Exhibits attached hereto are incorporated herein by reference and are an integral part of the Lease.

IN WITNESS WHEREOF, this Lease has been executed as of the date first above written.

LANDLORD:

SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION, an agency of the State of Utah

By _____
Name: Frederick P. McBrier
Its: Assistant Director

TENANT:

BROADWEAVE NETWORKS OF ST. GEORGE LLC, a Utah limited liability company

By _____
Name: Steve Christensen
Its: CEO

Approved as to Form:

_____
Mark L. Shurtleff, Utah Attorney General
by John Andrews, Special Assistant Attorney General

EXHIBIT A
MAP OF THE DEMISED PROPERTY

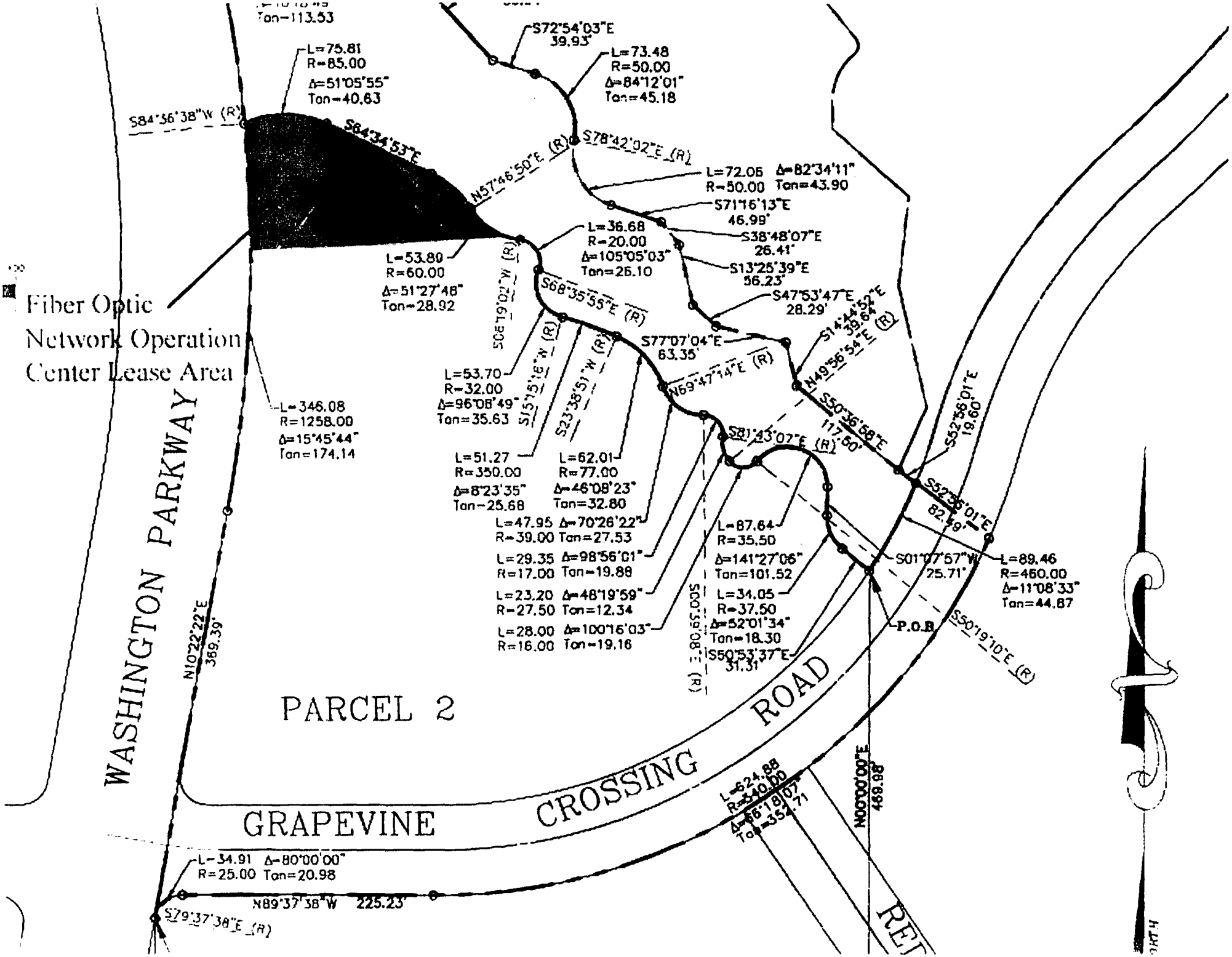

Fiber Optic
Network Operation
Center Lease Area
PARCEL 2
WASHINGTON PARKWAY
GRAPEVINE CROSSING ROAD
P.O.B
L=346.08
R=1258.00
Δ=15°45'44"
Tan=174.14
L=75.81
R=85.00
Δ=51°05'55"
Tan=40.63
L=53.80
R=60.00
Δ=51°27'48"
Tan=28.92
L=53.70
R=32.00
Δ=96°08'49"
Tan=35.63
L=51.27
R=350.00
Δ=8°23'35"
Tan=25.68
L=62.01
R=77.00
Δ=46°08'23"
Tan=32.80
L=47.95 Δ=70°26'22"
R=39.00 Tan=27.53
L=29.35 Δ=98°56'01"
R=17.00 Tan=19.88
L=23.20 Δ=48°19'59"
R=27.50 Tan=12.34
L=28.00 Δ=100°16'03"
R=16.00 Tan=19.16
L=73.48
R=50.00
Δ=84°12'01"
Tan=45.18
L=72.06 Δ=82°34'11"
R=50.00 Tan=43.90
L=36.68
R=20.00
Δ=105°05'03"
Tan=26.10
L=87.64
R=35.50
Δ=141°27'06"
Tan=101.52
L=34.05
R=37.50
Δ=52°01'34"
Tan=18.30
L=89.46
R=460.00
Δ=11°08'33"
Tan=44.87
L=34.91 Δ=80°00'00"
R=25.00 Tan=20.98
L=624.88
R=340.00
Δ=105°18'07"
Tan=354.71
S72°54'03"E
39.93'
S78°42'02"E (R)
S71°16'13"E
46.99'
S38°48'07"E
26.41'
S13°25'39"E
56.23'
S47°53'47"E
28.29'
S77°07'04"E
63.35'
S68°35'55"E (R)
S81°43'07"E (R)
S50°36'58"E
117.60'
S52°38'01"E
19.60'
S52°38'01"E
82.49'
S01°07'57"W
25.71'
S50°19'10"E (R)
S50°53'37"E
31.31'
S84°36'38"W (R)
S64°34'53"E
N57°46'50"E (R)
S05°19'02"W (R)
S15°51'16"W (R)
S23°38'51"W (R)
N69°47'14"E (R)
S14°44'52"E
39.64'
N49°36'54"E (R)
N10°22'22"E
369.39'
N89°37'38"W 225.23'
S79°37'38"E (R)
N00°00'00"E
468.88'
S50°19'10"E (R)

EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY

That certain real property consisting of approximately __ acres, located in Washington County, Utah, legally described as follows:

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement (the "**Amendment**") is entered into and effective as of the 31st day of January, 2008, by and between the **STATE OF UTAH**, acting by and through the **SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION ("SITLA")**, and **BROADWEAVE NETWORKS OF UTAH, L.L.C.**, a Utah limited liability company, and **BROADWEAVE NETWORKS OF ST. GEORGE LLC**, a Utah limited liability company (collectively "**Broadweave**") and amends the License Agreement dated as of November 17, 2005 (the "**Agreement**") and entered into by the parties hereto. **SILTA** and **Broadweave** are hereinafter sometimes referred to individually as "**Party**" or collectively as the "**Parties**".

RECITALS

A. On or about November 17, 2005 the Parties entered into the Agreement for the use of SITLA's easements and rights in the provision of fiber optics services to the Sienna Hills Community.

B. The Parties desire to memorialize certain amendments and changes to the Agreement by entering into this Amendment.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties mutually agree as follows:

ARTICLE 1
INCORPORATION

1.1 Incorporation/Interpretation. All of the terms of the Agreement are incorporated and restated herein except as modified or revised by this Amendment. In the event there is a conflict between the terms of the Agreement and the terms of this Amendment, this Amendment shall control. The invalidity of any provision of this Amendment or the Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provisions hereof. Capitalized terms in this Amendment shall have the same meaning given in the Agreement except in the case of a conflict, in which case this Amendment's definition will control..

ARTICLE 2
BROADWEAVE'S RESPONSIBILITIES

2.1 *Section 4.2 of the Agreement is amended and replaced in its entirety with the following*: Performance Bond/Letter of Credit. As security for Broadweave's obligations hereunder, Broadweave shall obtain a letter of credit, from a financial institution reasonably

acceptable to SITLA, or a performance bond, from a surety licensed to do business in the State of Utah, in the amount of Two Hundred Thousand Dollars ($200,000). SITLA shall be named as the beneficiary of any performance bond and may submit a claim for any uncured default or breach by Broadweave or to compensate SITLA for costs associated with providing cable, telephone or internet services to the Community in the event Broadweave fails to operate the System. Any letter of credit (or multiple letters, as the case may be) shall be in favor of SITLA, and be on "sight draft" form.

ARTICLE 3
COVENANTS, REPRESENTATIONS AND WARRANTIES

3.1 *Subsection 5.1(d) of the Agreement is deleted. Subsection 5.1(e) of the Agreement is amended and replaced in its entirety with the following:* SITLA will record the Fiber Optic Stipulations shown on the Exhibit E attached to the Agreement against all residential properties in the Community. The Fiber Optic Stipulations will be attached to the Declaration of Covenants Regarding Development ("Declaration") that SITLA will record upon the sale of each of the residential properties in the Community to a developer of a residential Superpad. In addition, each such Declaration shall include: (i) provisions mandating developers to comply with Broadweave's Home Wiring Specifications, which provisions will be an attachment to such Declaration; and (ii) provisions mandating developers must have each purchaser of Homes in the Community sign Broadweave's Acknowledgement of Services, which acknowledgment also must be an attachment to such Declaration. Broadweave's right to collect a "tap fee" as described in the aforementioned will only accrue after: (i) Broadweave constructs its conduit for residential service within the utility trenches in front of the home for which a tap fee is sought; and (ii) the Developer obtains a building permit as described in the Declaration.

3.2 *Subsection 5.2(f) of the Agreement is amended and replaced in its entirety with the following:* Covenant to Operate. Broadweave covenants to operate the System continuously in accordance with all regulations, laws and requirements, the requirements of this License and the Association Services Agreement. Broadweave further covenants that at no time will it cease or allow the System to cease operating based upon a default or termination as defined herein and that in the event this License terminates, Broadweave will ensure that the System continues operating until such time as another obtains and begins to operate the System as set forth in **Article 12** herein or until such time as another provides Services to the Community (provided that Broadweave is compensated for the same in accordance with the pricing provisions of the Association Services Agreement). The Parties agree that should Broadweave fail to provide Services to the Community or operate the System that such a failure would constitute irreparable harm to SITLA and would entitle SITLA to obtain an injunction or other equitable relief for the purpose of ensuring the provision of Services to the Community. Such an injunction may include the authorization to assume control of the System and to operate the same. Nothing in this subsection shall require SITLA to provide Services or relieve Broadweave of its obligation and covenant to operate the System and provide Services. The requirements of this subpart (f) covenant to operate shall survive termination or expiration of the License.

ARTICLE 4
DEFAULTS

4.1 *Subsection 11.2(d) of the Agreement is amended and replaced in its entirety with the following*: Broadweave ceases to conduct business and/or ceases to operate the System. For purposes of this Agreement, the term "ceases to conduct business" shall mean that Broadweave no longer provides all Services to the Community.

ARTICLE 5
RIGHTS UPON TERMINATION OR EXPIRATION

5.1 *Section 12.1 of the Agreement is amended and replaced in its entirety with the following:* Rights Upon Expiration or Certain Termination.

(a) Disposition of System. Upon expiration of this License or termination under **Section 11.3**, Broadweave will retain ownership of the System and may, at SITLA's option, (i) continue to own, operate, and maintain the System consistent with the terms of a written agreement entered into with SITLA, or (ii) transfer ownership of the System to a third party, subject to SITLA's approval and consent of such an Assignment as detailed in Article 10 herein. The provisions in this Section and **Article 10** shall survive termination or expiration of this License. If SITLA refuses, in SITLA's sole and absolute discretion, to enter into a new written agreement with Broadweave, Broadweave shall transfer ownership of the System to a third party willing to operate the System. In such an event, Broadweave may obtain more than Fair Market Value, defined below, if it locates a purchaser that is acceptable to SITLA within two hundred seventy (270) days of the expiration or termination of this License ("Marketing Period"). If Broadweave locates a purchaser acceptable to SITLA during the Marketing Period, Broadweave shall transfer the System to such purchaser within thirty (30) days from the close of the Marketing Period. Otherwise, Broadweave must transfer its ownership in the System to either SITLA or a SITLA designee for Fair Market Value as described in subsection (b) below.

(b) Fair Market Value. For purposes of this License, "Fair Market Value" shall mean the then-current, fair market price of the System located and installed on the Premises in the Community. If Broadweave has not located an acceptable purchaser during the Marketing Period described in this section, the parties agree that Fair Market Value shall be established as follows: (i) Broadweave and SITLA shall each select an appraiser, each of whom will submit an appraisal within sixty (60) days after the close of the Marketing Period; (ii) if the difference between the two appraisals is less than or equal to ten percent (10%) of the two appraisal values combined, the arithmetic average of the two appraisers' valuations shall constitute Fair Market Value; (iii) if the difference between the two appraisals is greater than ten percent (10%) of the two appraisal values combined, then the two appraisers shall pick a third appraiser within twenty (20) days after issuance of the two appraisals who shall submit an appraisal within sixty (60) days after its selection; (iv) if the third appraisal falls between the two original appraisals, then Fair Market Value shall equal the arithmetic average of the two closest appraisals; (v) if

the third appraisal does not fall between the two original appraisals, then the third appraisal shall be disregarded and the Fair Market Value shall equal the arithmetic average of the two original appraisals; and (vi) if the two original appraisers cannot agree on the third appraiser, then the parties shall request that the American Arbitration Association select the third appraiser. Throughout this process, the third appraiser shall not be supplied with the values determined by the previous two appraisers. The appraisers shall each have no less than seven (7) years of experience as business appraisers and be experienced in the valuing telecommunications and broadcast media systems/networks and related infrastructure. Each party shall select its respective appraiser within fifteen (15) calendar days from the close of the Marketing Period, and each appraiser shall be independent, (*i.e.*, not related to either party or an affiliate). In any event, Fair Market Value for purposes of this section shall be determined within ten (10) days of submittal of the final required appraisal(s). If a party fails to timely select its appraiser or an appraiser fails to timely submit his or her appraisal, the determination of Fair Market Value by the appraiser selected by the other party shall be conclusive. Each party shall bear the cost of its appraiser. The costs of the third appraiser, if necessary, shall be borne equally by the parties. The provisions in this section shall survive termination or expiration of this License.

(c) Right of First Refusal to Provide Services. Upon expiration of this License or termination under **Section 11.3**, Broadweave will have the right of first refusal to meet the terms and conditions of any bona fide third party offer to provide Services to the Community over the Premises unless this License was terminated by SITLA pursuant to **Section 11.2** of this License. SITLA will provide a copy of a bona fide third party offer to Broadweave for its review and consideration and will agree to enter into the same agreement as set forth in the bona fide third party offer with Broadweave provided that Broadweave accepts and enters into a written agreement within thirty (30) days of receipt of the bona fide third party offer from SITLA. If Broadweave declines to exercise its right of first refusal and SITLA enters into an agreement with the aforementioned third party, the right of first refusal described in this subsection shall terminate.

5.2 *Section 12.3 is hereby added to the Agreement to state as follows:* Rights Upon Termination Under Section 11.2. In the event that Broadweave fails to cure a breach under **Section 11.2** of this Agreement, the following provisions shall govern the rights of the Parties.

(a) Operation of the System. Notwithstanding a termination under **Section 11.2,** Broadweave shall remain obligated to operate the System as described in this Agreement and set forth in **Section 5.2(f)** herein. Should Broadweave fail to operate the System, SITLA may offset the costs of providing Services to the Community against any sales proceeds that are obtained under subpart b below.

(b) Disposition of System in the Event of Broadweave Default. Broadweave will retain ownership of the System but SITLA shall have the right to market and sell the System to any entity SITLA determines, in SITLA's sole discretion, is able to provide telephone, cable and/or internet services to the Community ("**Replacement Operator**"). In marketing the System, SITLA shall consult with Broadweave, including considering

any offers from parties identified by Broadweave, to the extent possible, in determining who would be a suitable Replacement Operator. SITLA shall endeavor to sell the System for a reasonable price to the Replacement Operator but SITLA shall be entitled to determine for itself, in the exercise of SITLA's reasonable discretion, the sales price for the System. Before selling the System, SITLA shall solicit offers from no less than three potential operators, provided SITLA can locate that number of potential operators. If SITLA locates a Replacement Operator willing to purchase the System, SITLA shall arrange to have the sales price for the System paid to Broadweave and Broadweave agrees to execute all necessary documents, including but not limited to assignments, deeds and/or bills of sale, to effectuate the transfer of the System to a Replacement Operator. SITLA shall be entitled to have any sales price that is paid to Broadweave reduced by an amount which is equal to the actual costs that SITLA incurred, if any, as a result of Broadweave's uncured Event of Default, including costs related to satisfying claims of any creditors of Broadweave or its related entities.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year first written above.

SITLA:

STATE OF UTAH, ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

By _____
Name: Kevin Carter
Title: Director

Approved as to Form:

_____
Mark L. Shurtleff, Utah Attorney General
by John W. Andrews, Special Assistant Attorney General

BROADWEAVE:

BROADWEAVE NETWORKS OF UTAH, LLC, a Utah limited liability company

By _____
Name: Stephen T Christensen
Title: Manager

BROADWEAVE NETWORKS OF ST. GEORGE LLC, a Utah limited liability company

By _____
Name: Stephen T. Christensen
Title: Manager

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 31 day of January, 2008 by Kevin Carter, the Director of the **STATE OF UTAH, ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION**, on behalf of the State of Utah School and Institutional Trust Lands Administration.

_____
NOTARY PUBLIC

NOTARY PUBLIC
ALICE K. KEARNEY
675 E. 500 S. Suite 500
Salt Lake City, Utah 84102
My Commission Expires
May 25, 2010
STATE OF UTAH

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 31 day of Jan, 2008 by Stephen Christensen the Manager of **Broadweave Networks of Utah, LLC**, a Utah limited liability company, on behalf of the company.

_____
NOTARY PUBLIC

JULIE M. THERIAULT
NOTARY PUBLIC-STATE OF UTAH
185 HANDCART WAY
SANDY, UTAH 84070
COMM. EXP. 02-20-2011

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 31 day of Jan 2008 by Stephen Christensen the Manager of **Broadweave Networks of St. George, LLC**, a Utah limited liability company, on behalf of the company.

_____
NOTARY PUBLIC

JULIE M. THERIAULT
NOTARY PUBLIC-STATE OF UTAH
185 HANDCART WAY
SANDY, UTAH 84070
COMM. EXP. 02-20-2011