

W-PL
DOC # 2011005197

Agreement Page 1 of 6
Russell Shirts Washington County Recorder
02/17/2011 11:42:13 AM Fee \$ 0.00
By SITLA



SECOND AMENDMENT TO LICENSE AGREEMENT

THIS SECOND AMENDMENT TO LICENSE AGREEMENT is entered into as of this 15th day of February, 2011, by THE STATE OF UTAH, acting by and through the SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION ("SITLA"), and VERACITY NETWORKS, LLC, a Delaware limited liability company ("Veracity"), and BROADWEAVE NETWORKS OF ST. GEORGE LLC, a Utah limited liability company ("Broadweave").

RECITALS

A. On November 17, 2005, SITLA, Broadweave and Veracity's predecessor-in-interest entered into that certain License Agreement for a fiber optic system in the Sienna Hills Master Planned Community in Washington City, Utah.

B. The License Agreement was amended effective January 31, 2008.

C. SITLA and Broadweave now desire to further amend the License Agreement.

NOW, THEREFORE, the parties agree as follows:

1. *Section 1.14 is deleted in its entirety and replaced with the following:*

1.14 "Services" means high-quality, affordable, broadband communication services, including telephone service, high-speed Internet access service, but not including multiple-channel video service.

2. Except as expressly set forth herein, no other provisions of the License Agreement are hereby amended. The parties each hereby agree and acknowledge that the License Agreement, as amended, remains in full force and effect, and is hereby ratified. If and to the extent that any of the terms or provisions of this amendment are in conflict with any of the terms and provisions of the License Agreement, then the terms and provisions of this amendment shall control.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to License Agreement to be duly executed on the date set forth in the first paragraph herein.

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

Approved as to form:

By: [Signature]
Kevin S. Carter, Director

[Signature]
Special Assistant Attorney General

VERACITY NETWORKS, LLC

By: [Signature]
Its: President, COO

BROADWEAVE NETWORKS OF ST. GEORGE LLC

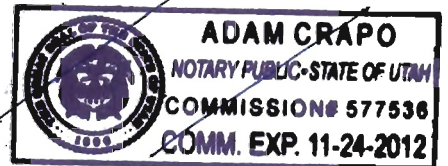
By: [Signature]
Its: President, COO

STATE OF UTAH)
 Utah) : ss.
COUNTY OF ~~SALT LAKE~~)

On this 12 day of January, 2010, appeared before me Kevin S. Carter, the Director of the State of Utah, School and Institutional Trust Lands Administration, who, his identity and position having been satisfactorily established to me, affirmed to me upon oath that he is authorized to execute the foregoing, and did duly acknowledge in my presence having executed the same for the purpose stated therein.

Seal:

[Signature]
Notary Public



STATE OF UTAH)
 :§
COUNTY OF SALT LAKE)

On this 1st day of February, 2011, appeared before me Kevin S. Carter, the director of the State of Utah, School and Institutional Trust Lands Administration, who, his identity and position having been satisfactorily established to me, affirmed to me upon oath that he is authorized to execute the foregoing, and did duly acknowledge in my presence having executed the same for the purpose stated therein.

Seal:

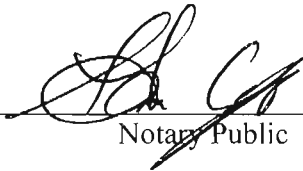


Andrea L. James
Notary Public

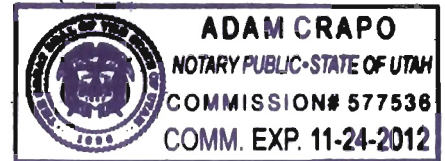
STATE OF Utah)
COUNTY OF Utah) : ss.

On this 12 day of January, 2010, appeared before me (name) Scott D Nelson, the (title) President COO, of Veracity Networks, LLC, a Delaware limited liability company, who, his/her identity and position having been satisfactorily established to me, affirmed to me upon oath that the governing body of Veracity Networks, LLC, has authorized him/her to execute the foregoing, and did duly acknowledge in my presence having executed the same for the purpose stated therein.

Seal:



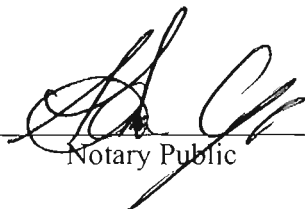
Notary Public



STATE OF Utah)
COUNTY OF Utah) : ss.

On this 12 day of January, 2010, appeared before me (name) Scott D. Nelson, the (title) President COO, of Broadweave Networks of St. George LLC, a Utah limited liability company, who, his/her identity and position having been satisfactorily established to me, affirmed to me upon oath that the governing body of Broadweave Networks of St. George LLC, has authorized him/her to execute the foregoing, and did duly acknowledge in my presence having executed the same for the purpose stated therein.

Seal:



Notary Public

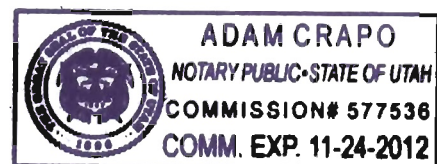


EXHIBIT A

Property Subject to License Agreement

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 $01^{\circ}01'55''$ 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 $88^{\circ}56'32''$ East 1279.07 feet to the East line of said Lot 1; thence along the East line of said Lot 1 North $00^{\circ}20'40''$ East 1336.06 feet to the North line of said Section 7; thence along said section line South $89^{\circ}01'27''$ 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 $13^{\circ}27'52''$ East 860.98 feet; thence South $13^{\circ}25'06''$ East 477.18 feet; thence South $04^{\circ}14'38''$ East 576.08 feet; thence South $46^{\circ}25'46''$ East 171.31 feet; South $40^{\circ}28'45''$ East 327.21 feet; thence South $22^{\circ}11'51''$ East 213.85 feet; thence South $07^{\circ}08'12''$ West 258.29 feet; thence South $37^{\circ}11'51''$ West 162.48 feet; thence South $21^{\circ}32'45''$ West 243.06 feet; thence South $36^{\circ}08'23''$ West 220.08 feet; thence South $29^{\circ}42'15''$ West 384.05 feet; thence South $38^{\circ}36'53''$ West 411.12 feet; thence South $20^{\circ}53'13''$ West 539.79 feet; thence South $21^{\circ}28'02''$ West 447.91 feet; thence South $07^{\circ}20'31''$ West 477.09 feet; thence South $14^{\circ}28'10''$ West 304.43 feet; thence South $23^{\circ}37'27''$ West 360.25 feet; thence South $07^{\circ}27'02''$ 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 $43^{\circ}36'41''$ 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 $01^{\circ}07'46''$; thence North $44^{\circ}44'27''$ West 35.00 feet, thence South $45^{\circ}15'33''$ 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 $30^{\circ}46'38''$ to the point of tangency; thence South $76^{\circ}02'12''$ 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 $41^{\circ}02'47''$ to the point of tangency; thence South $34^{\circ}59'24''$ 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 $20^{\circ}49'43''$ to a point from which the radius point bears North $34^{\circ}10'53''$ 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 $00^{\circ}53'32''$ 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 $89^{\circ}14'49''$ 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 $00^{\circ}53'41''$ 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.