

LEASE

THIS LEASE ("Lease") made and entered into this as of this 1st day of December, 2015, by and between BRADLEY G. HATCH, (the "Lessor") and CENTRAL UTAH TELEPHONE, INC., (The "Lessee")

WITNESSETH:

WHEREAS, the Lessor is the owner of that certain property located in Section 27, Township 9 South, Range 4 East, Salt Lake Meridian along US Highway 89 (the "Property") more particularly described in Attached Exhibit "A"

NOW, THEREFORE, in consideration of the premises and of the rents reserved herein, and the covenants, conditions, and agreements herein set forth, it is hereby agreed between the parties as follows:

1. **THE PROPERTY.** That Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property subject to the terms and conditions of this Lease.
2. **TERM.** The term of this Lease shall be a period of Ten (10) years from December 1, 2015 to and including November 30, 2025.
3. **RENTALS.** The Lessee covenants and agrees to pay to the Lessor, at the beginning of the term of this Lease, the sum of ten thousand dollars (\$10,000) for the term of this lease. In addition, Lessee will provide at no cost to Lessor the highest Internet service available with upgrades as they become available (including modem rental and applicable taxes). If at any time Lessee does not offer Internet services, Lessee will provide equal compensation to Lessor that both parties agree too.
4. **MAINTENANCE; CONSTRUCTION OF IMPROVEMENTS.** From and after the occupancy of the Property by Lessee, Lessee agrees at its own expense to maintain the Property in a safe and habitable condition in accordance with the requirements of the state and local government units. Notwithstanding anything in this paragraph, the Lessee will not be responsible for the maintenance, repairs or replacement of asphalt, parking spaces, roadway, or driveways. Notwithstanding anything to the contrary contained in this Lease, Lessor hereby authorizes Lessee to make such modifications and improvements to the Property as Lessee deems necessary or appropriate including, without limitation, construction of buildings, of improvements thereon and all appurtenances with respect thereto, lighting, surfacing or resurfacing of the parking, roadway or driveways to accommodate Lessee's business requirements. Upon the expiration of this Lease, Lessee shall be entitled, at Lessee's sole election, to remove any improvements, fixtures or modifications made by it during the term of this Lease or any renewal period hereof or abandon said building and improvements in which event said buildings and improvements shall become the property of Lessor.
5. **INSURANCE**
 - a. **Liability Insurance.** Lessee shall, at Lessee's cost and expense, but for the mutual benefit of Lessor and Lessee, with the Lessee as an additional party as its interests may appear,

maintain general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property consistent with the Lessee's liability insurance coverage for its general business operations. Certificates of such insurance coverage shall be furnished to the lessor stating that coverage will not be canceled without ten (10) days prior written notice to said Lessor and naming Lessor as an additional insured as its interest may appear.

b. Self Insurance. In the event Lessee elects to self insure the properties which it owns or leases with respect to casualty insurance and/or its business operations with respect to liability insurance, such self-insurance will satisfy the insurance requirements of this Paragraph 5.

6. UTILITIES. Lessee shall pay for all water, gas, heat, light, power, telephone service, and all other service applied to the premises.
7. EMINENT DOMAIN. The term "eminent domain" shall include the exercise of any similar governmental power, whether by public authority or private corporation, and any purchase or other acquisition in lieu of condemnation. Settlement of any legal proceedings and purchase price in lieu of condemnation, shall require the consent of both parties. The expression "date of taking" means the date the order adjudicating public use becomes final.

If the whole of the premises should be taken under the power of eminent domain, the lease term shall cease as of the date of taking. If such portion of the premises be taken that the balance is thereby in the bona fide judgment of Lessee rendered unsuitable for Lessee's purpose, Lessee may at its option upon thirty (30) days notice to Lessor terminate this lease, if Lessee's notice is given within one hundred and fifty (150) days of the date of taking. Lessee shall be entitled to damages attributable to a diminution in the value of its leasehold interest, and shall receive any portion of the award attributable to the fixtures of other improvements installed by or made to the property by the Lessee.

8. HOLDING OVER AT EXPIRATION OF TERM. It is especially agreed and understood that any holding over, or continued use and/or occupancy, by the Lessee, its successors or assigns of the hereby leased premises after the expiration of the lease shall operate and be construed as tenancy from year to year at the same yearly rate of rent as set out herein and under the same conditions in force at the expiration of this Lease until a new lease is agreed on.
9. ADDRESS FOR COMMUNICATIONS . Rents are paid to the Lessor and any notice or communications are to be directed to the Lessor at the following address:

To Lessor at: Brad Hatch
P.O. Box 1565
Orem, UT 84059

and notices and communications to the lessee shall be addressed as follows:

The Lessee at: Central Utah Telephone, Inc.
P O Box 7
45 West Center
Fairview, UT 84629
Attention: Eddie Cox

Any party may from time to time change the mailing address by written notice to the other, by registered mail

10. **RIGHTS OF SUCCESSORS AND ASSIGNS.** Lessee shall not assign or sublet this Lease or any right or interest thereunder, without the prior written consent of the lessor, which consent shall not be unreasonable withheld; provided, however, that Lessee shall have the right to assign this Lease or sublet the Property or any portion thereof to an affiliate, related party or entity under the common control of Lessee. The covenants and agreements contained in the within Lease shall apply to, inure to the benefit of and be binding upon the parties hereto, its heirs, distributees, executors, administrators, legal representatives, assigns and upon its respective successor in interest, except as expressly otherwise herein before provided.

11. **LESSOR'S RIGHTS UPON DEFAULT.** If Lessee shall default in the payment of the rent reserved hereunder, or any part thereof, or in making any other payment herein provided for, and any such default shall continue for a period of thirty (30) days after written notice to Lessee, the Lessor may at its option, terminate this Lease, with ten (10) days prior written notice to Lessee. Lessor may, in addition to any other remedy provided by law or permitted herein, at its option, relet the property on behalf of expenses of resuming or obtaining possession, and second to the payment of costs of placing the property in rentable condition, and third to the payment of rent due hereunder, and any other charges due to Lessor. Any surplus remaining thereafter shall be paid to Lessee, and the Lessee shall remain liable for any deficiency in rental which shall be paid upon demand therefore to Lessor.

If Lessee shall default in fulfillment of any of the covenants or conditions of this Lease (other than the covenants for the payment of rent or other amounts) and any such default shall continue for a period of thirty (30) days after written notice, unless the cure of such default requires more than thirty (30) days, then the Lessee shall have such period of time as may be reasonably required so long as Lessee diligently pursues such cure, the Lessor may, at its option, terminate this Lease.

12. **ATTORNEY'S FEES.** Lessor and Lessee mutually agree that in the event either party shall bring actions to enforce any of the covenants of this lease, the party prevailing in such action shall be entitled to recover all his necessary expenses and reasonable attorney's fee incurred therein from the other party.

13. **QUIET ENJOYMENT.** If and so long as Lessee pays the rents reserved by this Lease and perform and observe all the covenants and provisions hereof, Lessee shall peaceably and quietly enjoy the Property, subject, however, to the terms of this Lease, and Lessor will warrant and defend

Lessee in the enjoyment and peaceful possession of the Property throughout the terms of this Lease.

14. TAXES. It is agreed that Lessee will pay such amount for real property taxes assessed and levied during the term of this lease on the Property as is in excess of the amount of real property taxes assessed and levied for the tax year 2015; provided, however, that Lessor shall pay all special assessments assessed and levied in connection with the Property.
15. GOVERNING LAW. This Lease shall be governed by, and construed in accordance with, the laws of the State of Utah.
16. ADVERTISING AND SIGNAGE. Lessee shall have the right to display in or upon the Property such trade signs as Lessee deems appropriate, in Lessee's sole discretion in the conduct of Lessee's business operations; provided, however, that all such signage shall comply with such state and local requirements with respect thereto from time to time.
17. SALE OF LEASED PROPERTY. Lessor shall promptly notify Lessee in writing of any proposed sale of the Premises. Lessor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which Lessor divests themselves of any interest in all or a portion of the Premises, including without limitation, a leasehold interest. The failure of Lessor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforcement in any way.

Dated the year and day first above written.


Lessor:

BRADLEY G. HATCH

A handwritten signature in black ink that reads "Bradley G. Hatch". The signature is written in a cursive style and is positioned above a horizontal line.

LESEE:

CENTRAL UTAH TELEPHONE, INC.

A handwritten signature in blue ink that reads "Branch Co.". The signature is written in a cursive style and is positioned above a horizontal line.

It's President

EXHIBIT A

A parcel 30 feet x 30 feet, located approximately one hundred and twenty (205) feet east of an existing access and 25 feet north of existing south boundary along US Highway 6, including unincumbered access to and form the parcel as described below:

COM N 22' 17"W 822.48 FT FR SW COR SEC 27, T9S, R4E, SLM; COM N 82 DEG 43' 07"W 4.79 FT; 158.42 FT ALONG ARC OF 1966.83 FT RAD CUR R (CHD N 80 DEG 24' 40"W 157.38 FT), DELTA=4 DEG 36' 54"; 660.33 FT ALONG ARC OF 1966.83 FT RAD CUR R (CHD N 68 DEG 00' 03"W 655.82 FT), DELTA=19 DEG 14' 10"; N 78 DEG 10' 58"W 457.6 FT; N 58 DEG