

Willow Creek



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*Fax Transmittal Form*

To *Emily*

From *George Lee*

Name:  
Organization Name/Dept:  
CC:  
Phone number:  
Fax number: *435-304-7223*

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- Urgent
- For Review
- Please Comment
- Please Reply

Date sent: *6/16/10*

Time sent: *11:17 am*

Number of pages including cover page:

Message:

Willow Creek condos

Contracted 24 cs of 9-4-08

## BULK SERVICE AGREEMENT

This Bulk Service Agreement "Agreement" provides the terms under which Central Telcom Services, LLC dba CentraCom Interactive ("CentraCom") will provide the broadband communications services selected on the accompanying Work Order ("Services") to you ("Owner") of one or more multiple occupant buildings identified on the accompanying Bulk Work Order, attached as Exhibit A ("Premises").

- A. CentraCom operates a broadband cable television system ("System") and provides various broadband services over its System, including, but not limited to, video/cable television services ("Cable Television Service"); high speed Internet access service ("High Speed Internet Service"); and/or other services and applications that CentraCom may lawfully provide now or in the future;
- B. Owner desires to purchase certain Services on a bulk basis and redistribute said Services to the units and/or residents or occupants of the Premises ("Resident"), in accordance with the terms and conditions of this Agreement; and
- C. CentraCom is willing to install, maintain, and operate a portion of its System on the Premises to provide Services in accordance with the terms hereinafter provided, and CentraCom will make a substantial investment in order to provide these Services.

The parties, intending to be legally bound, agree as follows:

- 1 Provision of Services.** CentraCom agrees to provide and Owner agrees to purchase the Services and lease the equipment ("Bulk Equipment") listed on the Bulk Work Order at the rates ("Bulk Service Rates") listed on the Bulk Work Order (see Exhibit A).
- 2 Term.** The term of this Agreement ("Term") shall begin as of the Effective Date and shall continue for as long as stipulated in the Work Order. Owner understands that if Owner disconnects or downgrades the Services for any reason, other than may be authorized under the Termination provisions herein, during this Term, Owner shall remain liable for eighty percent (80%) of the totals that would have otherwise become due during the remainder of the Term.
- 3 Payment.** The charges for one month of Services and Equipment lease charges, including any deposits and installation and Equipment charges are due upon installation of the Services. Thereafter, Owner agrees to pay monthly Service and Equipment lease charges in advance by the date indicated on Owner's billing statement, including all related taxes, franchise fees and other government assessments.
- 4 Limitation of Liability.** In addition to limits of liability in the Bulk Service Terms of Service delivered to Owner simultaneously herewith, CentraCom shall not be liable to Owner or any third party for indirect, special, incidental, consequential, punitive or exemplary damages arising out of or in connection with the Service or any acts or omission associated therewith, including any acts or omissions by subcontractors of CentraCom, or relating to any Service furnished, whether such claim is based on breach of warranty, contract, tort or any other legal theory and regardless of the causes of such loss or damages or whether any other remedy provided herein fails.
- 5 Owner Exclusive Remedy (Arbitration).** CentraCom's entire liability and Owner's exclusive remedy with respect to the Services and/or Equipment or the breach by CentraCom of any of CentraCom's obligations under this Agreement shall be Owner's ability to terminate the Services or to obtain the replacement or repair of any defective Equipment. In no event shall CentraCom's liability for any damages, claims, causes of action, costs or expenses arising out of this Agreement exceed the amount paid by Owner during the preceding thirty (30) day period. Unless provided otherwise by applicable law, Owner and CentraCom agree that any claim, dispute or controversy arising out of or relating to: (a) this Agreement, including any of its components; (b) the Services or Equipment; or (c) any oral or written statements, advertisements or promotions relating to this Agreement or to the Services or Equipment (collectively, "Claim") shall be resolved through arbitration in accordance with the procedure contained in the Bulk Service Terms of Service.
- 6 Grant of Easement.** Owner shall grant an easement to CentraCom in the form provided in Exhibit B to the Bulk Service Terms of Service. Owner shall execute such easement in recordable form prior to the commencement of

any of CentraCom's obligations under this Agreement.

7 **Entire Agreement.** This Agreement, the Bulk Work Order and the Bulk Service Terms of Service, constitute the entire agreement between the parties and supersedes and nullifies all prior understandings, promises or undertakings with respect to the Services and/or Equipment.

8 **Authority.** Owner hereby represents that the individual executing this Agreement has actual authority to enter into this Agreement and bind Owner to all of the obligations herein.

9 **Governing Law.** The Agreement and all matters or claims arising out of or related to this Agreement, the Services and/or Equipment shall be governed by the laws of the State of Utah, without regard to conflict of law provisions. Owner expressly agrees that the state and federal courts of Utah alone have jurisdiction over all disputes arising under this Agreement other than those which are subject to the arbitration provision of this Agreement, and Owner consents to personal jurisdiction of those courts.

Signed this 29 day of August, 2006

Owner

Central Telcom Services, LLC

By: Jed R. Memmott

By: Eddie L. Cox

Name: JED R. MEMMOTT

Name: Eddie L. Cox

Title: GENERAL MANAGER

## Bulk Service Terms of Service

1. **Agreement.** By executing a Bulk Service Agreement, Owner has agreed to be bound by these Bulk Service Terms of Service as they currently exist or as CentraCom may modify them from time to time in the future. Any changes will either be provided to Owner via postal mail and/or posted on CentraCom's Web site, at the sole discretion of CentraCom. Owner's use of any Service shall constitute agreement to the then current Bulk Service Terms of Service for the Services used.
2. **Acknowledgement.** Owner acknowledges and agrees to the following conditions:
  - (a) **Service changes.** Owner is aware of and agrees that CentraCom retains the right, in its sole discretion, to control, add to, delete and/or change its Cable Television Service carriage and/or its High Speed Internet Service. With respect to Cable Television Services, CentraCom does not guarantee the continued availability of particular video programming and/or channel or mix of channels in tiers or packages. For High Speed Internet Service, CentraCom does not guarantee accessibility, availability or reliability of content or material accessible through the High Speed Internet Service or the speed of data, content or e-mail transmissions.
  - (b) **Rates.** The rates charged for the Services and Equipment include standard support, repair or maintenance service as would be provided to Residential customers without separate charge. CentraCom may charge Owner and Owner shall pay for any other support, repair or maintenance charges requested or received for any unit or Resident. Owner is responsible for recovery of such charges from Residents to an affected unit, if applicable. Owner shall also pay all federal, state and local taxes, franchise fees, pass-throughs or other governmental charges as may be levied upon the Services, and such charges and fees will be added to the Bulk Service Rate.
  - (c) **Rate Billing and Payment.** All Bulk Service Rate and fee charges (as the same shall be increased from time to time in accordance with the terms of the accompanying work Order) shall be billed to Owner in advance and will be due in accordance with CentraCom's standard billing practices. If Owner does not pay any applicable balance by the payment due date, an administrative late charge may be assessed. The administrative late charge is intended to be a reasonable advance estimate of CentraCom's costs from late-payments. If CentraCom has to pursue collection activity to recover any past-due balances, Owner shall be liable for collection costs (including any attorneys' fees, other fees, expenses or costs of the collection). If Services are terminated due to non-payment, late-payment or other breach of this Agreement by Owner, Owner may be required to pay a reconnection fee in addition to all past due balances and charges.
  - (d) **Service and Charges to Residents.** Owner is solely responsible for contracting Residents for each Service and entering into and performing all arrangements for connecting, billing, including billing for Service and Customer Premises Equipment (as defined below), disconnecting or otherwise relating to the provision of Service provided to Residents. Owner shall hold CentraCom harmless from any default by Owner or the Residents. Owner has discretion as to the amount it will charge Residents, if any, for receipt of the Service. Owner is responsible for the billing and collection of charges from Residents. The failure by Residents to pay for Services will not affect Owner's payment obligations under this Agreement. CentraCom may cancel or terminate any Service to the Owner or a Resident if Owner breaches the provisions of this Agreement.
  - (e) **Acceptance of Terms and Conditions.** Owner agrees to be bound by the Bulk Service Terms of Service, and to the extent they are not in conflict, CentraCom's Residential Terms of Service. Owner agrees to ensure compliance by and shall be strictly liable for its Residents' compliance with all terms

and conditions of CentraCom's Residential Internet Use Agreement ("RIUA", Attached as exhibit D), and any other Service terms or conditions (as may be modified or implemented from time to time by CentraCom). To the extent the provisions of any of these documents conflicts with the terms contained herein, the terms of this Agreement will govern as to the agreement for Services between CentraCom and Owner. Owner may access CentraCom's current Residential Terms of Service and Connection Contract and Use Agreement at CentraCom's Web site. CentraCom shall not be in breach of this Agreement, or be subject to any liability for denying any of the Services to any unit or Resident who refuses to accept or violates CentraCom's RIUA or terms and conditions of Service.

(e) Acceptance of Terms and Conditions. Owner agrees to be bound by the Bulk Service Terms of Service, and to the extent they are not in conflict, CentraCom's Residential Terms of Service. Owner agrees to ensure compliance by and shall be strictly liable for its Residents' compliance with all terms and conditions of CentraCom's Residential Internet Use Agreement ("RIUA", Attached as exhibit D), and any other Service terms or conditions (as may be modified or implemented from time to time by CentraCom). To the extent the provisions of any of these documents conflicts with the terms contained herein, the terms of this Agreement will govern as to the agreement for Services between CentraCom and Owner. Owner may access CentraCom's current Residential Terms of Service and Connection Contract and Use Agreement at CentraCom's Web site. CentraCom shall not be in breach of this Agreement, or be subject to any liability for denying any of the Services to any unit or Resident who refuses to accept or violates CentraCom's RIUA or terms and conditions of Service.

(f) Identification of Residents. Promptly upon issuance of any Service to a non-transient Resident, Owner shall provide CentraCom in writing with the Resident's name, unit address or number, telephone number, the kind, number and serial number of each item of Customer Premises Equipment (as defined below) placed in the applicable unit, and such other information as CentraCom may reasonably request, which may include confirmation of a Resident's acceptance to the RIUA and terms and conditions of Service.

(g) Service Violations by Owner and/or Residents. If CentraCom obtains information that the Owner and/or a Resident has violated the terms and conditions of Service, CentraCom may suspend or cease providing, or require Owner to suspend or cease providing, any Service to the Premises or a Resident. CentraCom has the absolute right, in its sole discretion, to terminate any or all Services to the entire Premises if any Resident violates the RIUA provided pursuant to this Agreement.

(h) Additional Services. CentraCom may independently directly market, contract for and provide additional services provided by CentraCom from time to time to Residents, other than a Service, on an individual customer basis, independent of Owner ("Additional Service"). The Additional Service may be delivered using the System installed on the Premises, the Facilities and any of the components installed or provided in a Resident's unit. CentraCom, not Owner, shall be solely responsible for contracting for and the connection, billing, service and disconnection of any Additional Service.

3. Grant of Easement. The Owner has the authority to grant and does hereby grant and convey an easement to CentraCom to place its Facilities and/or other equipment on, over, under, across and/or through the Premises in order to install, maintain, repair and operate the System for the provision of Services as provided herein. The grant of this easement is attached to this Agreement and may be legally recorded in the appropriate local and/or state records. Said easement shall run with the land, allowing CentraCom to provide Services to the Premises as long as CentraCom, its successors or assigns, has a franchise or has such other legal authority to provide Services in the community in which the Premises is located, and the Facilities may remain on the Premises for the duration of the Easement, even after the

termination of this Agreement. The obligation to provide Services shall continue during the Term of this Agreement pursuant to the terms of this Agreement. Owner agrees that CentraCom may from time to time enter into various agreements or arrangements with its affiliates, approved assignees, designated agents, or authorized vendors or operational providers, and this easement will extend to such parties.

4. **Termination.**

(a) **Breach.** This Agreement may be terminated prior to expiration of its term (a) by either party in the event of a material breach of this Agreement after 30 days written notice to the other party of the material breach, unless the other party cures or commences to cure such breach during such 30-day period and diligently proceeds with such cure; (b) by CentraCom in accordance with Section 29 below; or (c) by CentraCom immediately if CentraCom is unable, or it becomes impracticable, to continue distribution of any one or more of the Services due to any law, rule, regulation, judgment, contract with third party, economic circumstance or other reason beyond the reasonable control of CentraCom, or CentraCom ceases to provide one or more Services provided pursuant to this Agreement.

(b) **Breach of Conditions of Use.** CentraCom retains the right to immediately terminate any Service to any designated unit, Resident or to the entire Premises, for a failure to abide by CentraCom's RIUA and other terms and conditions of use.

5. **Ownership.** The ownership of all parts of the System installed and/or delivered by CentraCom in, on, over or under the Premises, including, but not limited to, all cables, wires, fiber optic lines, power supplies, converters, amplifiers, risers, molding, lock boxes, network systems, and any other equipment, devices and components associated with the Services ("Facilities") shall be and will remain the personal property of CentraCom. Facilities shall also include, but not be limited to, converters, cable modems, remote controls, and any interface devices or other equipment that CentraCom may provide to Owner for use by Residents at the Premises for the purpose of receiving Services ("Customer Premises Equipment"). All parts of CentraCom's Facilities located in and on the Premises, regardless of whether attached to or incorporated in the Premises, installed within or outside of the building, overhead, above or underground, shall at all times during and after the termination or expiration of this Agreement be owned by, and remain the personal property of CentraCom, and shall not be considered a fixture to the real estate or fixture of the building or Premises located thereon. All such Facilities shall remain subject to CentraCom's exclusive management and control, and unless otherwise required by law or expressly agreed to in writing by CentraCom, neither Owner nor any Resident of the Premises will have or obtain any right, title or interest therein. Owner will not, and will not permit any third party to, interfere with the provision of Services or disturb, alter, move, attach to, interfere with or use in any manner the Facilities or any portion thereof for any purpose other than what is stated in this Agreement. Owner warrants that it has not granted and shall not grant to any other service provider or entity any easements or rights which could materially and adversely interfere with CentraCom's operation and maintenance of the Facilities. CentraCom will have the right to use, at no additional charge, and Owner agrees to assist CentraCom in locating, accessing, and interconnecting with, to the extent Owner owns, controls or has access rights to, any distribution and inside wiring or cabling equipment room(s) and any already existing and available facilities, cross-connect boxes and/or distribution frames, any riser and conduit space and any rights of way, within and into the Premises as necessary for delivery of the Services. Owner shall provide, without charge, adequate space, including space within the telephone/equipment room, and electricity for the Facilities.

6. **Customer Premises Equipment.**

(a) **Provisioning.** CentraCom shall provide to Owner the necessary Customer Premises Equipment

for the provision of the Services under this Agreement as determined in the sole discretion of CentraCom. This Equipment may include set-top boxes, remotes and cable modems. CentraCom shall from time to time determine the appropriate types and models of Customer Premises Equipment, as it, in its sole discretion, deems appropriate for delivery and receipt of the Services. CentraCom shall initially provide one digital set top box and, if applicable, one cable modem for each unit covered under this Agreement.

(b) Distribution and Recovery of Customer Premises Equipment. Owner shall have sole responsibility for distributing to and recovering from Residents all Customer Premises Equipment. Upon distribution of Customer Premises Equipment to a Resident, Owner shall promptly provide CentraCom the information required by these Terms of Service. In the event that CentraCom, in its sole discretion, desires to replace all or some of the Customer Premises Equipment, Owner shall have sole responsibility to collect and return to CentraCom the affected items of Customer Premises Equipment as well as distribute to Residents any replacement or other Customer Premises Equipment issued by CentraCom.

Owner shall bear full risk of loss and shall promptly pay upon demand to CentraCom full replacement cost of Customer Premises Equipment not returned to CentraCom when requested or required by CentraCom or to replace any Customer Premises Equipment damaged, lost or stolen. Within thirty days following termination or expiration of this Agreement, unless CentraCom provides a list of excluded equipment that may remain with Owner or certain Residents, Owner shall return all Customer Premise Equipment to CentraCom.

#### 7. Limitations on Use

(a) Connection. If High Speed Internet Service is included as a Service, Owner agrees that no more than one unit shall be connected to each cable modem or other Facilities provided by CentraCom to obtain High Speed Internet Service; and no more than one computer or one other device shall be connected to the High Speed Internet Service within each unit.

(b) Prohibition Against Resale. Owner or its Residents shall not sell, offer for sale, resale, or distribute any of the Services provided by CentraCom, including but not limited to, High Speed Internet Service, other than as provided by this Agreement.

(c) Accessibility of Service in Common Areas. Owner shall designate as an additional unit any common area, such as recreation rooms or lobbies, for receipt and delivery of the cable television service as a Service to such common area. High Speed Internet Services, if included as a Service, may only be connected to and used by each respective Resident within a Resident unit as provided herein. Such service may not be connected to computers or other High Speed Internet Service equipment for use in public areas, including, for example, common areas, recreation rooms or lobbies.

8. Work Performed. All work performed by CentraCom on the Premises shall be performed in accordance with industry standards, local codes and any specifications mutually agreed between the parties. CentraCom agrees to repair any damage to the Premises resulting from the work performed by CentraCom. CentraCom shall observe all sanitary laws and regulations applicable to the property.

#### 9. Indemnification.

(a) By Owner. Owner agrees to indemnify, defend and hold harmless CentraCom from any and all claims, demands, damages, losses, actions, and costs, including attorneys' fees, expenses and charges, that may arise out of, result from, or relate to Owner's breach of this Agreement, Residents breach of the RIUA, termination or alteration of Resident's Services in accordance with this Agreement, or from any injury to any person or property, loss of life or property resulting from the condition or use of the

Premises, unless such injury or loss arises directly from the gross negligence of CentraCom, or any of its agencies, officers or employees, while acting within the scope of their employment.

(b) By CentraCom. CentraCom agrees to indemnify, defend and hold harmless Owner from any and all claims, demands, damages, losses, actions, and costs, including attorneys' fees, expenses and charges, that may arise out of, result from, or relate to CentraCom's breach of this Agreement or from any injury to any person or property, loss of life or property resulting from CentraCom's gross negligence in the operation or maintenance of the System on the Premises, unless such injury or loss arises from the negligence of Owner, or any of its agencies, officers or employees.

10. Exclusivity. The Owner has the authority to grant and does hereby grant to CentraCom, to the extent permitted by applicable law, during the term hereof, the sole and exclusive right and license to operate its System and Facilities on the Premises, including the exclusive right to construct, maintain, repair, replace and remove all necessary Facilities, equipment and appurtenant devices. Owner represents and warrants that he/she has not and will not, during the term of this Agreement, enter into any agreements for the provision of any services that compete directly or indirectly with the Services with any other person or entity in regard to the Premises.

11. Ingress and Egress. Owner will allow CentraCom's affiliates, employees, agents and/or contractors to enter all common areas of the premises for the purposes of installing, maintaining, repairing, replacing or removing Facilities connected with the provision of Services, and/or auditing or disconnecting Service. Owner will also take all steps necessary to assure CentraCom's access to any part of the Premises or Resident unit over which it does not have control for the same purposes. Owner will provide CentraCom access to necessary portions of the Premises not readily accessible upon reasonable notice from CentraCom to perform installation, maintenance, repair and/or operation functions. In the event of an outage or other emergency, Owner will provide access to necessary portions of the Premises twenty-four (24) hours a day, seven days a week so that CentraCom may perform emergency repairs.

12. Covenants of Owner. Owner hereby represents, warrants and agrees that Owner: (a) will cooperate with CentraCom, except as may be limited by applicable law, on the repossession of Customer Premises Equipment or other devices or equipment belonging to CentraCom or CentraCom's Affiliates, including devices or equipment in the hands of any unauthorized persons such as former Residents of the Premises; (b) will direct all Residents of the Premises who receive any of the Services to report all maintenance or other problems with respect to the Services directly to CentraCom and Owner will use reasonable efforts to notify CentraCom of any damages to CentraCom's Facilities or Service problems of which Owner becomes aware; (c) shall bear full responsibility for the location of private utilities on the Premises, and shall notify CentraCom in writing not later than forty-eight (48) hours prior to allowing any excavation in or around the Facilities; and (d) shall comply with all applicable laws, rules and regulations, including, without limitation, environmental laws, rules and regulations. Owner is presently unaware of any environmental hazards, violations or hazardous defects to the Premises. If Owner or CentraCom becomes aware of any suspected environmental condition, such party shall so notify the other in writing.

13. Covenants of CentraCom. CentraCom will service, maintain and repair the Facilities and provide Services as set forth herein. CentraCom represents and warrants that CentraCom and the CentraCom's Affiliates have all the necessary approvals, consents, and governmental authorizations, licenses, and permits, including those issued by the local cable franchise authority and the FCC to provide the Services.

14. Limitation of Liability. CentraCom makes no agreements, warranties or representations,



express or implied, either in fact or by operation of law, including warranties of merchantability and fitness for a particular purpose or use, except those expressly set forth herein. The parties disclaim all other warranties, without limitation whether such warranties were made before or after the execution hereof. Except where specifically set forth in this Agreement, CentraCom shall not be liable to Owner, Residents or any third party for any interruption of or defect in any Service(s) from any cause. Liability for Service interruptions, if any, to Owner or its Residents will be governed by the applicable franchise and Residential Service Agreement. Notwithstanding any other provision of this Agreement, in no event will either party be liable to the other, or any third party, for incidental, indirect, special, punitive or consequential damages of any kind, including but not limited to any loss of use, loss of business, decrease in value of the Premises or any other asset, or loss of profit.

15. **Insurance.** CentraCom shall be required to obtain and carry liability or indemnity insurance providing as a minimum, limits of \$1,000,000.00 per person (personal injury) in any one claim; \$1,000,000.00 for damage to the property suffered or alleged to have been suffered by any person or persons as the result of the operations conducted on the Premises; and an aggregate limit of \$2,000,000.00 for any number of persons or claims arising from any one incident with respect to bodily injuries, property damage or death resulting therefore.

16. **Cable Distribution.** Neither the Owner, nor any employee or agent under Owner's control will tap or otherwise interfere with the Facilities for any purpose. CentraCom shall not interfere with the right of an individual Resident to install or use his own private reception device located in Resident's unit for the reception of locally broadcast television signals. CentraCom will not penalize or hold the Owner liable should a Resident be able to receive video programming services without Owner providing the Resident with said ability. However, should any device or any facility belonging to the Owner not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, CentraCom reserves the right to discontinue Services to the Premises until such non-conformance is cured by the Owner as the case may be.

17. **Force Majeure.** Neither party shall be liable to the other party for any delay or its failure to perform any condition or obligation under this Agreement if such delay or failure is caused by the occurrence of any event beyond such party's reasonable control, including (but not limited to) acts of God, weather, acts of public authority, war, riot, terrorism, strike, work stoppages, failures or delays of utilities, suppliers, or carriers; or in the case of CentraCom's provision of Services, the failure of equipment or facilities not belonging to CentraCom or denial of access to the Premises, Resident units or rights-of-way essential to serving the Premises.

18. **Assignment/Successors.** The benefits and obligations of this Agreement run with the land and will inure to and are binding upon the successors, assigns, heirs, and personal representatives of Owner and successor owners of the Premises during the Term hereof. Owner shall make the assumption of this Agreement a condition of any sale, transfer or assignment of the Premises and shall notify CentraCom not less than thirty (30) days prior to any such sale, transfer or assignment. Notwithstanding anything to the contrary set forth herein or otherwise, CentraCom shall have the right to assign, sublet or apportion any right or obligation set forth herein, in whole or in part, to any entity. CentraCom may express this right of assignment, sublease and apportionment without further notice and Owner hereby consents thereto.

19. **Notice.** All notices to be given under this Agreement shall be in writing and shall be deemed to be given when delivered personally to Owner or CentraCom, sent by overnight courier, or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified

mail postage prepaid thereon, addressed to the party to whom notice is being given, as provided on the Work Order or as otherwise provided from time to time from the party to whom notice is to be given.

20. **Recording.** CentraCom may record this Agreement, a Memorandum of this Agreement, and/or Grant of Easement in the public records of the community in which the Premises are located if it so desires.

21. **Waiver of Distress.** Owner acknowledges that CentraCom is bound by (or will be bound by) certain covenants in loan agreements with lending institutions that have provided (or will provide) long-term debt financing to CentraCom, and that such institutions have (or may have) a security interest on CentraCom's Facilities located on the Premises that will be superior to any claim of Owner. Owner covenants and agrees with CentraCom that none of CentraCom's personal property, equipment or Facilities located on, in, over or through the Premises shall be subject to distress for rent or for any lien, right or claim which Owner may have, either now or in the future. Owner further covenants and agrees that in the event that such lending institutions exercise their right to take possession of or remove said Facilities from the Premises, Owner will not hinder or interfere therewith, and Owner consents to the taking of possession and removal of such personal property. Owner agrees to supply a certificate upon written request that Owner has no ownership in or lien on CentraCom's property, Facilities and/or System.

22. **Severability.** The provisions of this Agreement are hereby declared to be severable, and the invalidity or unenforceability of any provision of the Agreement (in whole or in part) shall in no way be construed to affect the validity or enforceability of any other provision.

23. **No Waiver.** Nothing in this Agreement shall be interpreted as, and by entering into this Agreement CentraCom is in no way, waiving, relinquishing or diminishing, in any way, any rights it may have to access the Premises to provide any lawful services under local, state or federal law.

24. **Arbitration.** All arbitration shall be initiated and conducted in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association ("AAA"). The AAA shall appoint the arbitrator. Arbitration must be initiated by Owner within one (1) year of the date of the occurrence of the event or facts giving rise to the dispute (except for billing disputes that must be raised within thirty (30) days). The party initiating arbitration shall give notice to the other party by mailing a copy of the request for arbitration to the other party at the addresses on the Work Order. All parties to the arbitration must be individually named and there shall be no right or authority for any claims to be arbitrated on a class action or consolidated basis or through a representative, unless applicable state law provides otherwise. Arbitration of Claims will be conducted in such forum and pursuant to such laws and rules related to commercial arbitration in the state of Utah that are in effect on the date of the notice to arbitrate.

25. **Eminent Domain.** If all or a part of the Premises shall be taken in any proceeding by a public authority, by condemnation or otherwise, or shall be acquired for a public or quasi-public purpose, which shall cause the remaining portion of the Premises to be inadequate or unsuitable for use by CentraCom, in its usual business, either Owner or CentraCom shall have the option to terminate this Agreement effective on the date possession of the Premises is surrendered. In such event, CentraCom hereby waives any claim against Owners for the remaining portion of the Agreement and agrees it will peacefully surrender possession to the Owner, or to the condemning authority at or before the day of possession is required pursuant to the requirements of the condemning authority.

26. **Property.** It is mutually understood and agreed upon that the Premises and authority granted

herein shall be subject to any easements, rights-of-way, mineral reservations or other rights upon, over, across or under the Premises now outstanding with third persons. The Owner also retains to itself, its successors or assigns, the right to use the Premises for its own purposes, so long as such use does not interfere with the installation, maintenance, repair or operation of CentraCom's Facilities or Service to the Premises.

27. **Authorization.** The Owner and CentraCom represent and warrant that each has the authority to enter into this Agreement and to be bound by its terms. Owner represents and warrants that it is the record holder of fee title to the Premises, and the person signing on behalf of Owner represents that he/she is the owner of the Premises or the authorized agent of the Owner, with full authority to bind Owner to the terms and conditions of this Agreement. Owner and CentraCom also warrant that all necessary action on the part of each such party has been duly taken approving the execution, delivery and performance of this Agreement.

28. **Legal Status.** The Agreement, unless otherwise specifically set forth in a separate attachment hereto, does not create any agency, employment, joint employer, joint venture or partnership between CentraCom and Owner, and neither party will have the right, power or authority to act for the other in any manner.

29. **Engineering Review.** Activation and installation of the Services and CentraCom's obligation to continue delivering Services under this Agreement are subject to periodic engineering review by CentraCom, including testing of equipment or facilities not provided by CentraCom. If CentraCom at any time during the Term determines that activation or continued provision of the Services will result in unanticipated expenses or that existing equipment is deficient, CentraCom will have the right to terminate this Agreement upon written notice to Owner. Upon such termination, CentraCom will refund to Owner any amounts prepaid hereunder in accordance with CentraCom's refund policies.

30. **No Third Party Beneficiaries.** This Agreement shall not provide any person not a party to this Agreement with any remedy, claim, liability, reimbursement, commission, cause of action or other right.

31. **Headings.** The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

32. **Confidentiality.** The parties agree that the terms and conditions of this Agreement shall at all times be kept confidential. Neither party, nor its employees, representatives or agents, shall disclose, directly or indirectly, or make any public statement regarding the terms and conditions of this Agreement, either prior to or after execution of this Agreement, without the prior written consent of the other party unless ordered or required by law or a Federal, State or local governmental authority. Owner may, however, disclose this Agreement to its accountants, attorneys, contractors and agents with a need to know, and any bona fide prospective purchaser or new owner of the Premises. Similarly, CentraCom may disclose this Agreement to its accountants, attorneys, contractors or agents with a need to know, and any bona fide prospective purchaser of the System or Facilities. Unless directed by an order of a court or otherwise required by law, Owner will not, at any time, knowingly or intentionally convey in any manner whatsoever, to any person or entity, other than CentraCom, all or any portion of the list of Residents which identifies those Residents as subscribing to any of the Services, except to its accountants, attorneys, or contractors with a need to know.

33. **Quiet Enjoyment.** Owner hereby covenants and agrees that it will not use, nor will it permit its remaining property to be used, in any manner that could interfere with CentraCom's intended uses of Premises under the terms of this Agreement. CentraCom, upon performance of all material terms of this

Agreement, shall at all times during the Agreement, and during any extension or renewal thereof, peaceably and quietly install, maintain and operate its System and Facilities on the Premises without any disturbance from the Owner, or from any other person claiming through the Owner, except as may be set forth in this Agreement.

34. **Governing Law.** The Agreement and all matters or claims arising out of or related to this Agreement, the Services and/or Equipment shall be governed by the laws of the State of Utah, without regard to conflict of law provisions. Customer expressly agrees that the state and federal courts of Utah alone have jurisdiction over all disputes arising under this Agreement, and the Customer consents to personal jurisdiction of those courts.

35. **Breach of Warranty.** It is agreed that if warranty made by Owner in paragraph number 27 above is breached and it is found that Owner does not have the legal right or authority to enter into this Agreement, CentraCom may obtain damages from the Owner, including, but not limited to, CentraCom's administrative, construction and attorneys' fees.

36. **Survival.** The termination or expiration of this Agreement will not impair either party's then accrued rights, obligations or remedies, including but not limited to dispute resolution provisions pursuant to paragraph number 24 above. Following termination or expiration of this agreement, CentraCom shall have the right to market and provide any of the Services to Residents directly and individually.

37. **Entire Agreement.** The Agreement supersedes all previous agreements, whether written or oral, between Owner and CentraCom, for the installation, maintenance and operation of CentraCom's System, Facilities and Services on Owner's Premises, and there are no other provisions, terms or conditions to this Agreement except as expressed herein.

Signed this 29 day of August, 2006

Owner

Central Telcom Services, LLC

By: Jed R. Mansfield

By: Eddic L. Cox

Name: JED R. MANSFIELD

Name: Eddic L. Cox

Title: GENERAL MANAGER



**Compensation, Billing, and Term**

**EFFECTIVE DATE:** 29 day of August, 2008

**DURATION:** This Agreement shall continue for a period of one (1) years from the effective date written above. This Agreement shall extend for additional periods of one (1) year each if neither party gives the other notice of termination at least six (6) months prior to the commencement of the respective one (1) year period.

**CATV RATES:** \$ 17.00 /month x 24 (# of units) = \$ 408.00 (monthly total)

**INTERNET RATES:** \$ 15.00 /month x 24 (# of units) = \$ 360.00 (monthly total)

*Note the Total will get larger as more units are built.*

\*Owner shall pay to Company, at the time and manner set forth, a sum equal to the number of units in the complex multiplied by the rate of per month. Rates may be increased proportionately as the rates in the Franchise area increase. No reduction shall be given in the event one or more residents choose not to have CATV service available in a particular unit.

**ADDITIONAL OUTLETS:**

Total additional outlets multiplied by the rate of \$ ~0~ per outlet per month are being provided by this contract.

**INDIVIDUAL PREMIUM-PAYSERVICE OR DIGITAL SERVICES:**

In the event Owner elects not to provide on a complex-wide basis, Digital or one or more of their premium-pay services to residents of the complex, and in the sole discretion of the Company, the Company may provide, if technically feasible, individual units with Digital or premium-pay services at rates and terms to be negotiated between individual residents and the Company. For the individual resident who chooses to have a Digital or premium-pay service and this service may require another type of set top box, the said individual will be financially responsible for the set top box which may be needed for this type of service.

The following Digital or premium-pay services will be available to individual residents of this property.

13.00 Digital Advantage

12.95 HBO The Works

11.95 Multimax

11.95 Starz Encore

11.95 Show Time Unlimited

**INDIVIDUAL ADDITIONAL OUTLETS:**

The Owner grants permission to individual residents to contract with the Company to install additional outlets and the Owner understands that said additional outlets will be billed directly to said individual resident at Company's then current rates.

**INSTALLATION, EQUIPMENT or OTHER CHARGES:** CENTRAL TELCOM SERVICES  
will install all cable and or internet equipment to accomodate  
willow creek. Any Damages or theft of equipment, owners will  
compensate CENTRAL TELCOM SERVICES.

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I have read, understand and accept the above terms on compensation and billing and hereby grant that this Exhibit B be made part of this contract.

Signed:  Date: 8/29/08

**EXHIBIT "B"**

**Grant of Easement**

FOR VALUE RECEIVED, the undersigned Owner hereby grants to Central Telcom Services ("Company"), its successors and assigns, an easement and right-of-way over, across, along and under the real property described in Exhibit A to the Agreement between the parties, and situated in the City of Richfield, State of Utch. the description being:

Subdivision: \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

Street Address: 100 N. 700 - 750 West

Company shall have the right to install, construct, reconstruct, repair, replace, operate, maintain and remove one or more underground cables, pedestals and related equipment upon and under the easement to serve its subscribers. Company shall have the further right to enter upon the adjacent lands of the undersigned for access to the right-of-way and for all purposes in connection therewith, provided, however, that the Company shall not cause any damage to such adjacent lands in the exercise of such access right; and provide, further, however, that the Company shall restore the surface of the right-of-way to substantially its original condition upon completion of initial installation of such equipment.

The undersigned Owner shall have the right to utilize the surface of the easement and right-of-way granted hereby for any lawful purpose which does not interfere with the use of the easement and right-of-way by Company. Should the undersigned install any modifications, i.e., structures, shrubbery or landscaping over the easement and right-of-way Company will endeavor to preserve those modifications during the operations, maintenance or removal of Company's facilities.

The undersigned Owner represents and warrants that it is the Owner of the above-described real property and has the right to grant this easement. This easement shall inure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the parties shall remain in full force and effect so long as the right-of-way shall be utilized for the purposes for which this easement is granted.

DATED this 29 day of August, 20 08.

[Signature]  
Owner

ACCEPTED:

Central Telcom Services, LLC, Inc.

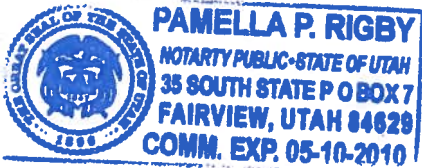
By: [Signature]



STATE OF UTAH )  
 )  
COUNTY OF Sampite ) :SS.

On this 29<sup>th</sup> day of August, 20 08, before me  
Pamella P. Rigby, the undersigned officer, personally appeared  
Eddie L. Cox of Central Telcom Services, LLC, a limited  
liability company, and whose name is subscribed to the foregoing Easement.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Pamella P. Rigby  
Notary Public

My Commission Expires:

5/10/2010

Residing at:

35 S State Fairview, Ut 84629

## Exhibit "C"

### Residential Internet Use Agreement

This agreement is made by and between Central Telecom Services, LLC dba CentraCom Interactive CTS and Cut. ("CentraCom") a Utah limited liability company having its offices at 35 South State, Fairview, Utah, 84629, and Subscriber.

CentraCom is a provider of Internet access in that it is a conduit entity through which the Subscriber may obtain access to the Internet. The Subscriber desires to utilize the services of CentraCom as a conduit to enable the Subscriber to access the information, programs, and other services available on the Internet. As such, in exchange for a monthly fee to be received by CentraCom from the Subscriber each month in advance, and other good and valuable consideration, the parties agree as follows:

1. Pursuant to the terms of this agreement, and in exchange for the monthly amount, the Subscriber shall have the right to utilize the services of CentraCom in accessing the Internet. Consistent therewith each subscriber is responsible for his or her own account, and for ensuring full compliance by any individual user of the Subscriber's account with the terms and conditions contained herein.
2. The Subscriber is responsible for obtaining and maintaining all equipment necessary to connect to CentraCom. The Subscriber agrees to use CentraCom in a manner consistent with any and all applicable laws and the laws of foreign countries.
3. The Subscriber specifically agrees to indemnify CentraCom and hold harmless CentraCom and its agents, employees, and assigns for any losses, costs, or damages, including reasonable attorney fees incurred by CentraCom relating to, or arising out of any breach of this Agreement, of breach of duty to another, caused by use of the Internet by the Subscriber, or connection thereto, including but not limited to such things as, computer fraud, computer vandalism, including viruses, and objectionable or questionable content of mail, newsgroup postings, or use of the Internet in general.
4. CentraCom reserves the right to change fees, surcharges, Subscriber fees, or institute new fees at any time upon thirty days prior written notice.
5. In the event of nonpayment, any breach of this agreement, or any other reason within the sole discretion of CentraCom, CentraCom shall have the right to immediately, without need of notice, terminate the Subscriber's right of access to the Internet.
6. Notwithstanding the foregoing, access to and use of the Internet or of CentraCom services may be terminated by either party, at any time, by sending written notice to the other party. In the event of termination by the Subscriber, the Subscriber shall remain liable for any charges incurred until the effective date of termination. The effective date of termination shall be the date upon which CentraCom receives the above described written notice, or on a future date so specified by the Subscriber.
7. The Subscriber is responsible for implementing sufficient procedures and checkpoints to satisfy their particular requirements for accuracy of data input and output, and for maintaining a means external to CentraCom for reconstruction of any lost data. The Subscriber agrees to assess their own need for protective measures, and implement where necessary, whether under professional advice or not, including voltage spike protection, computer equipment insurance, virus detection and elimination software, security and system administration policies and obtain such protection as they see fit and not to make any claims against CentraCom, its users or faculty, for the loss or damage to their equipment.
8. The Subscriber understands, and agrees, that opinions, advice, services and all other information expressed by Subscribers, information providers, service providers or other third parties on CentraCom or the Internet are those of the provider and not those of CentraCom. CentraCom exercises no control whatsoever of the content of the information passing through it.
9. The Subscriber is responsible for all telephone charges for connection directly to CentraCom services. CentraCom assumes no responsibility or liability for any phone charges including but not limited to, long distance charges, per minute surcharges, and or equipment or line costs incurred by the Subscriber while accessing CentraCom or the Internet. Any disputes or problems regarding phone service are strictly between the Subscriber and his or her phone company and or long distance service provider.
10. Upon termination of the agreement or the services contemplated hereunder, the Subscriber must either return all CentraCom software to CentraCom, or destroy it.
11. CentraCom makes no warranties of any kind, whether expressed or implied, for the service it is providing. CentraCom also disclaims any warranty of merchantability of fitness for a particular purpose. CentraCom will not be responsible for any damage suffered by the

Subscriber. This includes loss of data resulting from delays, non-deliveries, misdeliveries, or service interruptions caused by its own negligence or the Subscriber's errors or omissions.

12. Any access to other networks through CentraCom must comply with the rules appropriate for such other networks.

13. Use of any information obtained via CentraCom is at the Subscriber's own risk. CentraCom specifically denies any responsibility for the accuracy or quality of information obtained through its services.

14. The Subscriber specifically agrees not to upload, post, or reproduce in any way any materials protected by copyright without the permission of the copyright owner.

15. Only public domain files, and files in which the author has given expressed consent for online distribution, may be uploaded to the software libraries or other files by the Subscriber. Any other software may not be uploaded to CentraCom, or to any software library. CentraCom, at its sole discretion, reserves the right to refuse posting of files, and to remove files. CentraCom, at its sole discretion, further reserves the right to immediately terminate, without notice, any Subscriber who misuses uploading or posting to the Internet.

16. This agreement allows the Subscriber to use the Internet and CentraCom when roaming. The subscription is not shareable. Each person who uses CentraCom must be a Subscriber in their own right. The Subscriber will not allow any unauthorized person or entity to utilize CentraCom or the Internet. The Subscriber may not distribute user ID's and or Passwords to the CentraCom service or to the Internet to others.

17. The Subscriber agrees not to resell or obtain any compensation in any form, directly or indirectly, from any other person or entity for access, products, services or content through CentraCom without the express written permission of CentraCom.

18. This agreement is not assignable or transferable without the express written consent of CentraCom.

19. CentraCom may only be used for lawful purposes. Transmission of any material in violation of any US or any State's regulation is prohibited. This includes but is not limited to: Copyrighted material, material that is legally judged to be threatening or obscene, or material protected by trade secret. The Subscriber specifically agrees to indemnify and hold CentraCom harmless from any claims resulting from a breach of these terms, and/or their use of the service which damages another party.

20. All fees collected by CentraCom from the Subscriber are to be paid in advance. The Subscriber agrees to pay setup fees, if any, and to pay the last month's fees in advance. The Subscriber agrees to maintain a zero balance on their account by paying in advance for said month's services. Any increment higher than a calendar month is acceptable to CentraCom.

21. This agreement, together with any handwritten terms on the reverse hereof, constitutes the entire agreement between parties hereto. The term and conditions of this agreement shall be interpreted and enforced pursuant to the laws of the State of Utah.