

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made as of this ____ day of _____, 2018 (the "Effective Date"), between St. John Properties Utah, LLC., a Maryland Limited Liability Company, as agent for property owner Valley Grove, LLC, a Maryland Limited Liability Company (together, "Owner") and Central Telecom Services LLC, a DBA CentralCom (the "Licensee").

WHEREAS, Owner is the owner of that certain land (the "Land") and the building(s) thereon (the "Building") (together, the "Property"), having a street address of 2100 W. Pleasant Grove Boulevard, Pleasant Grove, Utah 84062.

WHEREAS, Licensee desires to provide various communications services (the "Services") to users located on the Property (the "Users"); and

WHEREAS, Owner is willing to permit Licensee to construct, replace, maintain, repair, operate, inspect, augment and remove its communications system through, over, and under the Property, under the terms and conditions described below;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Owner hereby agree as follows:

1. **Grant.**

(a) Owner hereby grants to Licensee a non-exclusive license, at Licensee's sole option and expense, to construct, replace, maintain, repair, operate, inspect, augment, and remove, on, within, under, across, and along the Property, Licensee's wires, cables and other appurtenant fixtures and equipment (together, the "Facilities") necessary or useful for distributing the Services to Users. Access to User specific space may be granted by the respective Users.

(b) Without limiting the foregoing, Owner shall give Licensee reasonable access to vertical and horizontal shafts, conduits, and the common areas on, within, under, across, and along the Property to enable Licensee, where necessary and at Licensee's expense, to install, replace, maintain, operate, inspect, augment, and remove Facilities associated with providing Services.

(c) It is understood by and between the parties hereto that this Agreement is not a lease and conveys no interest of any kind whatsoever in the Property other than a mere license for Licensee to access and use the Property under the terms and conditions set forth herein. Nothing contained herein shall be construed to create a partnership or joint venture between Owner and Licensee.

2. **Use.** Licensee may use the Facilities installed on the Property solely to provide the Services to Users on the Property.

3. **Installation.** Owner hereby approves Licensee's drawings, plans, and/or specifications attached hereto as Exhibit A (the "Plans"), which reasonably detail the location and size of the Facilities, and any space required on the Property necessary to

house the Facilities (other than within the vertical and horizontal shaft(s) in the Building). Licensee may begin to install its Facilities in accordance with the Plans, at Licensee's sole cost and expense, provided that Licensee shall:

- (a) perform such construction in a safe manner consistent with generally accepted construction standards;
- (b) perform such construction and work in such a way as to reasonably minimize interference with the operation of the Property; and
- (c) obtain, prior to the commencement of any construction and work, necessary federal, state and municipal permits, licenses and approvals.

4. **Licensee's Obligations.**

- (a) Licensee shall:
 - (i) keep the Facilities in good order, repair and condition, and promptly and adequately repair all damage to the Property caused by Licensee, other than ordinary wear and tear; and
 - (ii) comply with federal, state, and municipal laws, orders, rules and regulations applicable to the Facilities.
- (b) Nothing in this Agreement shall be construed to require Licensee to construct, install, or operate the Facilities in the Property, to deliver the Services to the Property, and/or to deliver the Services to a particular User or Users.

5. **Facilities.** The Facilities shall belong to Licensee and shall be there at the sole risk of Licensee, and Owner shall not be liable for damage thereto or theft, misappropriation or loss thereof, except in the event of the gross negligence or willful misconduct of Owner, its employees, or contractors. At the expiration of this Agreement, or if Licensee's Facilities are not actively servicing a User, Licensee shall, upon notice by the Owner, at Licensee's sole cost and expense, remove the Facilities (other than any Facilities which are underground conduit or vaults) and Licensee's other personal property from the Building, and repair all damage caused by such removal. Any Facilities not removed from the Property within sixty (60) days after the Owner's notice shall be deemed the property of Owner without further liability to Licensee.

6. **Access.** Owner shall allow Licensee, and its employees, agents, and contractors access to the Property during normal business hours, and at all times during emergencies, for the purposes under the terms and conditions of this Agreement.

7. **Term.**

(a) This Agreement shall have an initial term of ten (10) years, commencing on the Effective Date. This Agreement shall automatically renew for two (2) successive periods of five (5) years each, provided that there is a User of Services at the Property at the beginning of each renewal term.

(b) The license granted hereby may not be revoked during the Term, except as provided in Section 11.

8. **Liens.** Licensee shall be responsible for the satisfaction or payment of any liens for any provider of work, labor, material or services claiming by, through or under Licensee. Licensee shall also indemnify, hold harmless and defend Owner against any such liens, including the reasonable fees of Owner's attorneys. Such liens shall be discharged by Licensee within ten (10) business days after notice by Owner of filing thereof by bonding, payment or otherwise, provided that Licensee may contest, in good faith and by appropriate proceedings any such liens.

9. **Performance of Work.** Licensee may contract or subcontract any portion of work at the Property contemplated by this Agreement to any person or entity competent to perform such work. In no event shall such subcontract relieve Licensee of any of its obligations under this Agreement.

10. **Limitation of Liability.** Neither party shall be liable to the other party for any lost profits, special, incidental, punitive, exemplary or consequential damages, including but not limited to frustration of economic or business expectations, loss of profits, loss of capital, cost of substitute product(s), facilities or services, or down time cost, even if advised of the possibility of such damages.

11. **Default.** Should either party default in the performance of a provision of this Agreement and fail to correct same within thirty (30) days after having received notice specifying nature of such default, unless such default is of a nature that it cannot reasonably be completely cured within thirty (30) days, if a cure is not commenced within such time and thereafter diligently pursued to completion, then the non-defaulting party may terminate this Agreement and may pursue all other remedies available to it at law and/or equity.

12. **Indemnification.** Licensee shall indemnify, hold harmless and defend Owner, its employees, agents, contractors, invitees, officers, directors, affiliates and subsidiaries from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and other professional fees, arising from or out of the installation, operation, maintenance or removal by Licensee of the Facilities and the Services provided by Licensee, except to the extent that any such claims, actions, damages, liabilities, or expenses are caused by Owner, its employees, agents, contractors, invitees officers, directors, affiliates or subsidiaries.

13. **Insurance.** Licensee shall maintain insurance coverage insuring against claims, demands or actions for personal injuries or death resulting from the use or operation of the Facilities with limits of not less than Five Million Dollars (\$5,000,000) any one occurrence, in an aggregate amount of Ten Million Dollars (\$10,000,000), and for damage to property in an amount of not less than One Million Dollars (\$1,000,000). Prior to installation of the Facilities, and thereafter upon Owner's request at the renewal of required policies, Licensee shall provide a certificate of insurance to Owner, naming Owner as an additional insured.

14. **Assignment.** Licensee shall not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld or conditioned or unduly delayed; except that Licensee may, without obtaining Owner's prior consent, make such assignment to:

(a) any parent, affiliate, or subsidiary of the Licensee legal entity which holds the cable television franchise agreement for the municipality in which the Property is located (the "Licensee System Entity"), or the Licensee System Entity itself; or

(b) any entity which succeeds to all or substantially all of the Licensee System Entity's assets or ownership interests, or the cable system operated by the Licensee System Entity which serves the municipality in which the Property is located, whether by merger, sale or otherwise, provided that such successor also succeeds to the cable television franchise agreement held by the Licensee System Entity for the municipality in which the Property is located.

15. **Force Majeure.** Licensee shall not be liable for failure to perform its obligations hereunder due to acts of God, the failure of equipment or facilities not belonging to Licensee (including, but not limited to, utility facilities or service), denial of access to facilities or rights-of-way essential to serving the Property or Building, government order or regulation or any other circumstances beyond the reasonable control of Licensee.

16. **Notice.** All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to Owner: c/o St. John Properties Utah, LLC
1982 W. Pleasant Grove Blvd, Suite D
Pleasant Grove, Utah 84062

If to Licensee: Central Telecom Services, LLC
DBA CentralCom
PO Box 7
Fairview, Ut 84629

17. **Governing Law.** This Agreement shall be governed by and construed under the laws of the state in which the Property is located.

18. **Miscellaneous.** This Agreement shall bind and benefit the parties and their respective successors and assigns. This Agreement is the entire understanding between the parties and supersedes any prior agreements or understandings whether oral or written. This Agreement may not be amended except by a written instrument executed by both parties. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be

affected or impaired. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

19. **Subordination.** This Agreement is subject and subordinate to all leases, mortgages, and/or deeds of trust which may now or hereafter affect the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative, and no further instrument of subordination shall be required by any mortgagee, trustee, lessor or tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Owner:
St. John Properties Utah, LLC,
as agent for Owner

By: _____
Chuck Matheny
Property Manager

Licensee:
Central Telecom Services, LLC
By: Eddie L. Cox
Print: Eddie L. Cox
Title: President