

LAW OFFICES

**GOICOECHEA, DI GRAZIA,  
COYLE & STANTON, LTD.**

A PROFESSIONAL CORPORATION

GARY E. DI GRAZIA  
gdigrazia@frontiernet.net

THOMAS J. COYLE, JR.  
tcoyle@frontiernet.net

DAVID M. STANTON  
davidstanton@frontiernet.net

LAUREN A. LANDA  
laurenlanda@frontier.com

OF COUNSEL  
ROBERT B. GOICOECHEA  
rgoicoechea@frontiernet.net

—  
OF COUNSEL-RETIRED  
P. MICHAEL MARFISI  
marfisi@frontier.com

January 14, 2019

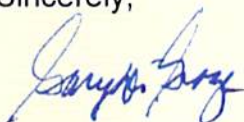
CENTRAL COM SERVICE  
P.O. Box 7  
Fairview, UT 84629

**Re: Pole Attachment Licensing Agreements**

Ladies/Gentlemen:

Enclosed is a fully signed License Agreement for the Joint Use of Utility Poles between Wells Rural Electric Company and Central Com Service. Thank you for your cooperation and assistance in this matter.

Sincerely,



**GARY E. DI GRAZIA**  
General Counsel  
Wells Rural Electric Company

GED/sm  
Enclosure

cc: Wells Rural Electric Company, Attn: Enoch Dahl  
Wells Rural Electric Company, Attn: Mike Cromie

**LICENSE AGREEMENT FOR JOINT USE OF UTILITY POLES**

**FOR**

**WELLS RURAL ELECTRIC COMPANY**

LICENSE AGREEMENT FOR JOINT USE OF UTILITY POLES

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## LICENSE AGREEMENT FOR JOINT USE OF UTILITY POLES

This LICENSE AGREEMENT for the joint use of facilities is between Wells Rural Electric Company a Nevada non-profit cooperative corporation (hereinafter called "WREC"), and CENTRAL COM SERVICE (hereinafter called "Licensee") is executed effective as of the 13 day of Dec, 2018 (hereinafter called the "Effective Date").

### WITNESSETH

WHEREAS, WREC owns, operates, maintains, and controls certain utility poles (hereinafter "poles") within the State of Nevada; and

WHEREAS, Licensee proposes to place and maintain aerial cables, wires and associated facilities (hereinafter called "facilities" or "attachments") at specific locations in WREC's service area and desires to attach such facilities to poles owned and maintained by WREC; and

WHEREAS, WREC is willing to permit, to the extent it may lawfully do so, the attachment of Licensee's facilities to its poles on a non-exclusive basis, where, in WREC's sole judgment, safety will not be adversely affected and such use will not interfere with WREC's own service requirements and with the rights and privileges of other parties using WREC's poles.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, terms and conditions hereinafter contained, the parties hereto do hereby mutually covenant and agree as follows:

### ARTICLE I Scope of Agreement

#### 1.1 General Scope.

This Agreement shall be in effect and shall apply to all attachments made by Licensee to poles owned by WREC now existing or hereinafter erected and such poles are included within the scope of this Agreement in accordance with the procedures hereinafter set forth. WREC reserves the right to exclude such of its poles from joint use which, in the judgment of WREC are necessary for WREC's sole use, or poles which carry, or are intended to carry, circuits of such a character, that in the sole judgment of WREC, the proper rendering of WREC's service now, or in the future, makes joint use of such poles undesirable, or for any other reason in the sole judgment of WREC, which makes joint use of any pole

undesirable to WREC, or in the event, in WREC's sole determination, the attachment will or could violate the WREC's policies or rules.

#### 1.2 Rights of Parties.

The rights and privileges of Licensee shall be subject to the rights and privileges of others upon whom WREC has conferred contractual rights or privileges to use its poles prior to the execution of this Agreement, or predecessors to this Agreement. Nothing contained in this Agreement shall be construed as a limitation against WREC with respect to any preexisting agreement with others not parties to this Agreement. The rights of Licensee at all times shall be subject to any such prior agreement. However, the rights of any parties to which WREC confers occupancy on its poles after Licensee, shall be subject to the rights of Licensee set forth in this Agreement so long as this Agreement shall be in force and effect.

#### 1.3 Authorization.

Subject to the provisions of this Agreement, WREC agrees to grant to Licensee a license for the nonexclusive right to attach its facilities to certain designated WREC poles. No use of WREC's poles, however extended, or payment of fees or charges required under this Agreement, shall create or vest in Licensee any ownership of property rights in such poles. Licensee's rights herein shall be and remain a mere license for the duration of this Agreement.

#### 1.4 Assignment.

Licensee may not assign its rights under this Agreement to any other person or entity without WREC's prior written consent, which consent shall not be unreasonably withheld. Provided, however, Licensee may assign Licensee's rights under this Agreement to any parent-subsidiary or affiliated company with common ownership of ten percent (10%) or more without obtaining WREC's consent subject to Licensee's continued liability for obligations of Licensee pursuant to this Agreement.

#### 1.5 Facility Removal.

Upon termination of this Agreement for any reason, Licensee, at the request of WREC, shall remove at Licensee's expense; all of its facilities from WREC poles and remove all cables and other communications facilities from the right of way. The maximum time limit for Licensee to remove its facilities from WREC poles and rights of way shall be 180 days unless extended in writing by WREC. If Licensee has not removed its facilities within such time, Licensee forfeits all rights to any bond or deposit, and WREC may remove Licensee's facilities and Licensee shall be responsible to WREC for the expenses incurred by WREC in removing such facilities.

1.6 Authorizations Required.

Licensee shall secure all authorizations and franchises required by any governmental authority for the construction, operation, and maintenance of its facilities.

**ARTICLE II**  
**Definitions**

2.1 Definitions:

For purposes of this Agreement, the following terms shall have the following meanings:

2.1.1 Pole - a utility pole owned and maintained solely by WREC.

2.1.2 Basic Pole - A 40-foot pole or as otherwise determined by WREC.

2.1.3 Pole Contact (attachment) - any and each communications apparatus attached directly or indirectly to a WREC pole shall be considered an attachment and each shall constitute a separate attachment for purposes of this Agreement.

2.1.4. NESC - The National Electrical Safety Code.

2.1.5 NEC - National Electrical Code.

2.2 Pole Space.

WREC reserves the right to use all pole space except such space as may be allocated to Licensee. Licensee agrees to maintain its circuits a minimum of 30 inches below the power line sag zone for conductive communications cables and a minimum of 12 inches below the power line sag zone for non-conductive communications cables.

2.3 Ride Out.

WREC shall have the right to require that Licensee's representative and a WREC representative drive to the site of the proposed work to review the proposed attachment(s) or modification(s).

**ARTICLE III**  
**Reservation of Dominant Use**

3.1 Predominant WREC Use.

On any pole on which Licensee may be permitted to attach its facilities, WREC specifically reserves its right to maintain its own facilities and to operate its own equipment thereon in such a

manner as will best enable it to fulfill its own service requirements. WREC shall not be liable to Licensee for any interruption of Licensee's service or for any interference with the operation of Licensee's facilities in any manner except by negligence of WREC.

#### **ARTICLE IV Application for Attachment**

##### 4.1 Permit Application.

Licensee shall not attach any of its facilities (except for service drops) to WREC's poles without first having made written or electronic application to WREC and having written or electronic permission from WREC. Permission to make attachments described in the application may be granted or denied by WREC in whole or in part, at WREC's sole discretion.

##### 4.2 Application Procedure.

Whenever Licensee desires to attach its facilities to any WREC pole, Licensee shall make application to WREC. If, in WREC's judgment, the poles are necessary for WREC's own use, or if joint use under the circumstances is undesirable, WREC shall have the right to reject or modify the application. WREC shall respond to Licensee's application within 30 days of receipt. If the application is approved, Licensee shall have the right as Licensee hereunder to affix such attachments in accordance with the application, as approved, and in compliance with the specifications, terms, and conditions of this Agreement, and in compliance with the WREC's Rules and Regulations. WREC, upon receipt of an application, will contact the Licensee to schedule a "Ride Out" if WREC in its sole discretion requires the same. For all ride outs a field engineer representing Licensee and WREC's representative shall meet at the location of the proposed attachment to review the proposed attachment(s) or modification(s) proposed to be made by the Licensee. At that time, the Licensee must provide data to WREC regarding the proposed messenger size and type, initial and final stringing tensions, cable type and diameter to be lashed to the messenger, the location and size of any boxes to be located mid span and such additional data that WREC representative may request. The Licensee must provide specific engineering calculations, reasonably acceptable to WREC, for each proposed pole attachment or modification. The strength of poles to which the attachment(s) or modification(s) are requested shall be sufficient to withstand the transverse and vertical loads imposed upon them under the storm loadings of the National Electrical Safety Code applied by the owner for the area in which they are located, without exceeding (50%) of their ultimate stress. In the case of existing pole lines, the strength of poles shall be assumed to be the same as when new. A fee will be charged by WREC

for the Ride Out and for any work required by WREC to accommodate the attachment(s) or modification(s). The fee will be based upon the WREC representative's wages for the time spent on the Ride Out, and any direct costs incurred by WREC. If the application is approved, WREC shall confirm that approval to Licensee, and Licensee shall have the right as a licensee hereunder to affix such attachments in accordance with the application as approved, in compliance with the specifications, terms and conditions of this Agreement, and in compliance with the WREC's Rules and Regulations.

#### 4.3 Over lash of New Facilities.

Licensee may be allowed to over lash new facilities onto its existing facilities if there is adequate pole strength. This is a modification to an existing attachment and will require an application for a permit, possibly a Ride Out, and engineering calculation data as set forth in Article 4.2.

#### 4.4 Application Planning.

Each application shall involve sufficient planning by Licensee to ensure NESC compliance during construction and upon completion. The application shall include sufficient design drawings, and specifications so that qualified personnel can safely make the attachments in compliance with the NESC and any requirement set forth by WREC in its approval of the application. Licensee shall only use trained qualified persons to work on all pole installations. Qualified persons shall be knowledgeable in applicable NESC rules and must be able to demonstrate competence as required by the NESC. They shall also be trained to recognize and prevent any NESC violations and conflicts and to keep working clearances from energized lines and equipment. Upon completion of the installation, Licensee shall give written certification to WREC that the facilities are complete and comply with the NESC.

#### 4.5 Installation Time Limits.

Licensee shall complete the installation of its facilities upon the poles covered by each approved individual application within 90 days of such approval. In the event Licensee should fail to complete the installation of the facilities within the prescribed time limit, the permission granted by WREC to place the facilities upon the poles shall thereupon be revoked, and Licensee shall not have the right to place the facilities upon the poles without first re-applying for and receiving written or electronic permission to do so. Licensee may request a ninety (90) day extension if necessary.

#### 4.6 Make Ready Pole Replacements.

Whenever any pole to which Licensee seeks attachment must be modified or replaced to accommodate both Licensee's facilities and



WREC's existing attachments, as well as the attachment of other pre-existing occupants, or where modification is required by revisions to applicable safety codes, WREC will provide Licensee with a detailed estimate of make ready work it determines to be necessary to prepare the pole for Licensee's facilities. WREC will provide Licensee with such estimate within 30 days of receiving Licensee's application for attachment. After receiving this estimate, if Licensee still desires to make such attachments, Licensee shall notify WREC within 15 days of receiving such estimate of such continuing desire to attach, and shall pay to WREC any required advance payment for such make ready work, which may include engineering, materials (including poles and associated hardware), cost of removal (less any salvage value), and the expense of transferring WREC's facilities from the old to the new poles. Where the advance payment of estimated expenses made to WREC by Licensee for both non-replacement make ready or pole replacements is less than the cost of work described above, Licensee agrees to pay WREC all sums due in excess of the amount of the advanced payment. Where the advanced payment of estimated expenses made to WREC by Licensee exceed such costs, WREC agrees to refund the difference to Licensee. Licensee shall also make satisfactory arrangements with the owner or owners of other facilities attached to said poles, if any, for the transfer or rearrangement of such other facilities. WREC shall commence all requested make ready and pole replacement work within 30 days of receiving any work request confirmation and any required advanced payment from Licensee.

#### 4.7 Cost Allocation Among Multiple Users.

When applications to occupy the same pole have been received from two or more prospective occupants, including Licensee, before any such occupant is given a license, and, if to accommodate their respective attachments on the pole it would be necessary to rearrange existing attachments or replace the pole, the applicable costs of rearrangement or replacement incurred in conjunction with such simultaneous applications shall be pro-rated equitably among such simultaneously attaching parties.

#### 4.8 Revisions to Safety Codes.

The requirements of the NEC and NESC are revised on a periodic basis as required by developments and improvements in the industry. After a code has been revised and incorporated under applicable state or local laws and regulations, Licensee shall have 30 days to begin compliance with such amended requirements with respect to the replacement of existing facilities, and shall complete such compliance timely. New facilities must be installed in compliance. WREC shall apply to Licensee only such specifications, standards and practices as are uniformly applied to all parties similarly attached to WREC poles.

4.9 Non-Interference with WREC Facilities.

Licensee at all times shall insure that its agents, servants, employees or contractors or contractor's employees do not interfere with WREC's wires, attachments, and other facilities attached to or supported by poles covered by this Agreement. Each party shall exercise reasonable precautions to avoid damage to the facilities of the other. Without limiting the foregoing, Licensee's attachment design shall allow adequate climbing space for WREC personnel.

4.10 Right of Way Clearing, Tree Trimming.

WREC has established a regular and routine procedure for trimming trees or removing trees with inadequate clearance to high voltage conductors and communication conductors and removing the resultant debris. WREC shall charge Licensee 50% of the tree trimming and debris removal costs for each pole and the wire in its back span on which Licensee attaches its facilities. In the event there is more than one licensee attaching to a specific pole, then the tree trimming costs for that pole shall be shared 50% by WREC and the remaining 50% shall be divided equally among the number of licensees attaching to that pole.

4.11 Changes or Modifications to Existing Attachment.

Licensee shall not make any changes or modifications to an existing attachment without having written permission from WREC. Licensee shall make application to WREC for modifications as provided in Article IV.

**ARTICLE V**  
**Unauthorized Attachments**

5.1 Application For Unauthorized Attachments.

If any of Licensee's facilities for which no permission to attach has been issued by WREC shall be found attached to WREC's poles, WREC may, without prejudice to its other rights or remedies under this Agreement, including termination of Licensee's rights under this Agreement, require Licensee to submit, with thirty (30) days after the date of written or electronic notification from WREC of the unauthorized attachment, a pole attachment application. If such application is not received by WREC within the specified time period, Licensee shall immediately remove its unauthorized attachment, or WREC may remove unauthorized attachments without liability, and the expense of such removal shall be borne by Licensee.

Further, should WREC discover, at any time, an attachment that is permitted, but otherwise in violation of the terms and conditions of this License Agreement, WREC shall notify Licensee,

and except in emergency and/or safety situations, licensee shall cure the non-conformity within 30 days after the date of such written or electronic notification. In those situations where Licensee's failure to conform to the terms and conditions of this agreement result in an emergency and or safety situation, WREC may, but is not required to, cure the situation and/or remove Licensee's facilities at Licensee's sole risk and expense.

#### 5.2 Permission.

If, in the judgment of WREC, Licensee's application for attachment can be accommodated on existing poles by rearranging WREC equipment, or if replacement of such WREC facilities is necessary for such accommodation, WREC may permit Licensee to leave such attachments on the pole; provided, however, that WREC has given written or electronic permission to do so, and the attachments, as approved, are in compliance with the specifications, terms and conditions of this Agreement, and with WREC's Rules and Regulations and the Licensee reimburses WREC for any costs incurred for rearranging equipment or replace of such WREC facilities as necessary for such accommodation.

#### 5.3 Failure to Act.

No act or failure to act by WREC with regard to an unauthorized attachment submitted pursuant to section 5.1 shall be deemed a ratification or the granting of permission to attach the unauthorized facility. If any permission should be subsequently issued, said permission shall not operate retroactively or constitute a waiver by WREC of any of its rights under this Agreement; provided, however, that Licensee shall be subject to all charges, liabilities, obligations and responsibilities of this Agreement in regard to any unauthorized attachment.

#### 5.4 Unauthorized Attachments Charge.

If attachment is made without permission and/or without following a procedure which is substantially in accordance with this Agreement, and with WREC's Rules and Regulations, or an attachment that may have been in accordance at one time subsequently violates any of the terms and conditions of this Agreement, such attachment shall constitute an unauthorized attachment, and shall be subject to the sanctions as provided by the WREC's Rules and Regulations and other default remedies as provided herein. A charge of \$100.00 per unauthorized attachment annually shall be charged.

**ARTICLE VI**  
**Rules and Policies**

**6.1 Specifications.**

The joint use of the poles covered by this Agreement shall be placed and maintained in order to comply with the American National Standards Institute, and the latest edition of the NESC and the rules and policies adopted by WREC or any governing authority having jurisdiction over the rules and practices of WREC. Licensee agrees that when making approved attachments that Licensee will keep one (1) foot separation between Licensee's attachments and the attachments of other pole users and, further that Licensee shall not lash or in any way affix its attachments onto the attachments of other users on said pole. Licensee further shall make its attachments at or below the attachment of other pole users, or, in the event no other pole users have attachments in the space provided, at the highest point on the pole where attachments are authorized. Any existing joint use construction of the parties which does not conform to these specifications shall be brought into conformity as soon as reasonably practicable. Should Licensee fail to comply, WREC may elect to do such work and Licensee shall pay WREC the reasonable cost thereof.

**6.2 No Use of Licensee's Insignia on Poles.**

No tag, brand, or other device showing Licensee's name or insignia shall be placed on, or attached to, any pole of WREC, except such tag or insignia which shows Licensee to be the licensee of such pole and not the owner thereof, and then only after obtaining the written consent of WREC.

**6.3 Identification of Facilities.**

Licensee shall clearly mark and identify all of their facilities attached to WREC's Poles using a method pre-approved by WREC. This identification shall begin with new attachments when this agreement is signed. All existing attachments shall be tagged on a maintenance basis unless WREC requires identification to be completed in a shorter time period.

**ARTICLE VII**  
**Easements and Rights of Way**

**7.1 No Warranty.**

WREC does not warrant or assure to Licensee any right of way privilege or easements or that WREC owns a property right which permits attachment, and if Licensee shall at any time be prevented from placing or maintaining its attachment on WREC's poles, no liability shall attach to WREC. Each party shall be responsible for obtaining its own easements and rights of way. The Licensee

shall solely be responsible to acquire the property right, if any be required, to attach from the property owner.

## **ARTICLE VIII**

### **Maintenance, Replacements, Relocations and Removals**

#### **8.1 Inspection of Facilities.**

Licensee shall provide WREC with a copy of Licensee's inspection policies and work practices. Annually, Licensee shall provide WREC with documentation of inspection of their facilities on WREC's poles during the previous year. WREC shall have the right to inspect each installation of Licensee's facilities upon and in the vicinity of such poles and to make periodic inspections of Licensee's facilities, as it deems necessary. WREC reserves the right to charge Licensee for the expense of any field inspections, including inspections for make ready work, inspections during installation of Licensee's facilities, and any further periodic inspections deemed necessary by WREC. Such inspections, whether made or not, shall in no manner relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement. The frequency of periodic inspections is dependent on the performance of Licensee in conforming to the terms of this Agreement.

#### **8.2 Pole Relocation.**

Whenever right-of-way considerations or public regulations, other than as provided in Section IV herein, make relocation of a pole necessary or advisable, such relocation shall be made by WREC at its own expense, except each party shall pay the cost of transferring its own attachments.

#### **8.3 Pole Movement.**

Whenever it is necessary, in WREC's sole judgment, to replace or relocate a pole, WREC shall, except in emergencies, before making such replacement or relocation, give Licensee thirty (30) days' notice thereof specifying in such notice the time of such replacement or relocation and Licensee shall at the time so specified transfer its attachments to the new or relocated pole. In an emergency, verbal notice will be attempted except after hours emergencies for which no notice is required, and subsequently confirmed in writing. Should Licensee fail to transfer its attachments to the new or relocated pole at the time specified, WREC may elect, but shall not be required, to do such work, and Licensee shall pay WREC the cost thereof. In the event Licensee fails to transfer its attachments and WREC does such work, WREC shall not be liable for any loss or damage to Licensee's facilities or business which may result. Each party shall bear the cost of transferring its own attachments.

#### 8.4 Condition of Attachments.

Except as otherwise provided, each party shall at all times maintain all of its attachments in accordance this Agreement, and shall keep them in good repair. In the event WREC is notified or called out to respond to a damaged attachment belonging to the Licensee that has fallen or has otherwise generated a callout that results in WREC rolling a truck and crew in response, a fee of \$560.00 shall be billed to the responsible Licensee within 30 days of the truck roll.

#### 8.5 Conformance with Specifications.

Any existing joint use construction of the parties which does not conform to the specifications set forth in this Agreement shall be brought into conformity as soon as reasonably practicable. Should Licensee fail to comply, WREC may elect to do such work and Licensee shall pay WREC the cost thereof.

#### 8.6 Licensee Assumption of Responsibility.

Licensee expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, contractors, or employees of contractors. WREC disclaims any warranty or representation regarding the condition and safety of the poles of WREC. Notwithstanding the above, WREC shall notify Licensee of any unsafe condition on any of the poles if WREC has actual knowledge or notice of such unsafe condition. Likewise, Licensee shall notify WREC of any unsafe condition on any of the poles if Licensee has actual knowledge or notice of such unsafe condition.

#### 8.7 Replacement of Deteriorated Poles Without Attachments.

Should WREC replace any poles because of deterioration or the requirements of public authorities or property owners, or in WREC's sole judgment for the benefit of its system, and should Licensee desire to occupy the new pole, Licensee shall reimburse WREC for the cost of any increment of pole height or strength provided specifically for Licensee's sole requirements over and above the pole height and strength required by WREC.

#### 8.8 Increased Pole Space Requirements.

Should WREC replace any poles because of increased requirements of more than one pole occupant, including Licensee, Licensee shall be responsible for only its transfer costs from the old pole to the new pole and for the costs of WREC on a pro rata basis with other pole licensees. In any case where facilities of WREC are required to be rearranged on the poles of WREC or of others to accommodate the attachments of Licensee, Licensee shall pay to WREC the total cost incurred by WREC in rearranging such facilities.

**8.9 Licensee Transfer of Attachments and Tree Trimming.**

Licensee, at its own expense and risk, shall place, transfer and rearrange its own attachments, place guys and anchors to sustain any unbalanced loads caused by its own attachments, and perform any tree trimming or cutting incidental thereto but in no event shall install guys and anchors, and/or trim or cut beyond the boundaries of any easement granted to WREC unless Licensee shall have its own easement authorizing it to do so. Licensee at all times shall perform such work promptly and in such manner as to not interfere with the service of WREC or other pole occupants.

**8.10 Noninterference with WREC Circuits.**

Licensee expressly agrees that WREC's circuits are to continue in normal operation during Licensee's performance of any construction or maintenance, and that Licensee is to provide and use all protective equipment necessary for the protection of Licensee's employees, contractors, and equipment, and Licensee shall guard against interference with normal operation of WREC's circuits.

**ARTICLE IX  
Anchors**

**9.1 Separate Anchors.**

Licensee's equipment and WREC's equipment shall require separate anchors and guys. There shall not be any shared anchors or guys. Licensee shall, at its expense, provide such anchors and guys as are required to hold the strains of its facilities upon said poles. The issue of required anchors shall be determined by WREC in its sole discretion. Normally when there are dead-ends or tangent changes in the direction of the line anchors and guys will be required. Under no circumstances shall Licensee attach to WREC anchors or guys without the written permission of WREC in each instance.

**9.2 Adequate Anchor Strength.**

In those cases where any existing Licensee-owned anchors are inadequate to hold Licensee's strains, WREC shall have the right to require Licensee to replace existing anchors with adequate anchors and guys at the expense of Licensee.

**ARTICLE X  
Abandonment of Poles and Removal of Attachments**

**10.1 Notice.**

Licensee, at any time may remove its facilities from any of WREC's poles and, in such case, Licensee shall immediately give WREC written or electronic notice of such removal identifying from what locations and on what date equipment was removed. If Licensee

removes its facilities and fails to notify WREC, and WREC discovers the removal, WREC shall charge Licensee a \$25.00 non-notification fee and update its records to reflect the removal. Removal of said facilities from any of WREC's poles shall constitute a termination of Licensee's privilege to use such poles. Licensee shall, upon removing its equipment from any of said poles, immediately treat all abandoned holes with an industry acceptable wood preservative and repair such facilities as reasonable and appropriate. All holes and wood poles shall be plugged with treated wood doweling with a diameter of one-sixteenth (1/16<sup>th</sup>) inch greater than the diameter of the hole.

#### 10.2 Pole Abandonment.

If WREC desires at any time to abandon any pole(s), it shall give Licensee notice in writing or in electronic form to that effect at least thirty (30) days prior to the date on which it intends to abandon such pole(s). If Licensee desires to maintain its attachments, then Licensee shall notify WREC and WREC shall sell the pole(s) to Licensee. If Licensee does not desire to maintain its attachments, then Licensee shall remove its attachments prior to the date on which WREC intends to abandon the pole(s) and remove all of its facilities and cable from the area of the right of way. If, at the expiration of such notice period, Licensee has not removed all of its attachments from such poles, WREC may remove Licensee's attachments and charge Licensee a reasonable fee for such removal.

Should Licensee exercise the option to buy the pole, as specified herein, Licensee agrees and understands that it shall assume total responsibility for, and hold WREC harmless therefrom, maintenance, replacement and/or disposal requirements mandated by state and/or federal law.

Licensee recognizes and acknowledges that it is taking title to the pole for all purposes. Licensee further recognizes and acknowledges that utility poles and related items may contain various hazardous chemicals or properties and that Licensee shall become familiar with the terms of the appropriate material safety data sheet and agrees to comply with such terms and all directions contained therein or otherwise required by state and federal law regarding the maintenance, replacement and/or disposal of the pole. Licensee also understands the WREC does not warrant, guarantee or imply that such poles possess sufficient mechanical strength as required by any use of Licensee. Additionally, Licensee agrees and understands the WREC makes no representations or guarantees concerning any right to occupy the premises where the pole is currently located upon the removal of WREC's facilities.



**ARTICLE XI**  
**Rentals, Charges and Rates**

**11.1 Rental Rate.**

Licensee shall pay to WREC rental fees on an annual basis, for each annual period in accordance with the fee schedule established by WREC. The fee schedule is attached as Exhibit A to this Agreement. Rental shall be calculated for each annual period based on each rental occupancy on WREC's poles existing as of December 31. For purposes of this Agreement, a "rental occupancy" on a pole shall mean per attachment made to a pole. Accordingly, two attachments would be two rental occupancies, etc. A "rental occupancy" is sometimes elsewhere in this Agreement referred to as an "attachment." There shall be no pro-ration of rentals for partial years. Charges in addition to the annual rental rate set forth in Exhibit A may be charged by WREC for "unauthorized attachments" as set forth in paragraph 5.4, and for other charges as set forth in this Agreement.

**11.2 Billing Cycle.**

Annual billings shall be rendered on January 15 of each year based on the number of Rental Occupancies existing as of December 31 of the prior year. Rental bills shall be considered delinquent if not paid within thirty (30) days of the billing date. Nonpayment of any amount due under this Section, by the thirtieth (30th) day of the month shall constitute a default of this Agreement if such amount remains unpaid ten (10) days after receipt of written notice of such nonpayment. Notwithstanding the foregoing, in the event of a bona fide dispute regarding the amount owed by Licensee, the disputed amount only shall be escrowed by Licensee until the amount actually owed which is in dispute is determined. Licensee shall promptly pay any amounts undisputed from the total billing.

**11.3 Pole Inventory.**

Annually Licensee shall tabulate the total number of Licensee attachments on WREC poles and shall certify the same to the WREC as true, correct, and complete.

**11.4 Physical Inventory.**

Licensee and WREC shall together maintain a physical inventory of total Licensee attachments and all future rental fees shall be based on such physical inventory. WREC shall have the right to conduct a physical inventory of Licensee's attachments on WREC's poles upon forty-five (45) days advance written notice. In such event, WREC employees or an independent contractor selected by WREC shall conduct such physical inventory. Licensee shall notify WREC if Licensee chooses to have a representative present during the inventory process. A physical inventory maybe taken no more frequently than once every two (2) years; provided, however,

that WREC may request and require a physical inventory to be taken more frequently in the event of a default by Licensee in the performance of its obligations hereunder. The cost of such physical inventory shall be shared equally among all users of the poles, unless such inventory discloses unpermitted or otherwise unauthorized attachments, in which case Licensee shall pay the entire cost of the inventory.

#### 11.5 Inventory from Plant Records.

As an alternative to performance of the physical inventory, the parties may, if mutually agreeable, determine the number of attachments from existing maps and/or attachment records provided that such maps or records exist and provided that each party agrees that results with reasonable accuracy can be achieved. If the parties agree to this method, any maps and/or records belonging to one of the parties and utilized to count attachments, shall be made accessible to the other party and the number of attachments shall be determined through a mutual and WREC effort of both parties. The results of attachment counts performed in this manner shall be treated, for the purpose of determining rentals and other charges due for unauthorized attachments, as if results were achieved by the actual physical inventory.

#### 11.6 Rental Rate Adjustments.

WREC's rental schedule to Licensee will be adjusted, if necessary, upon written notice to Licensee not less than sixty (60) days prior to the effective date of the new rental schedule.

#### 11.7 Payment.

Unless specifically provided for elsewhere in this Agreement, all non-rental amounts payable under this Agreement, such as for erection, rearrangement, relocation or abandonment, shall be due and payable within thirty (30) days of billing by WREC.

#### 11.8 Electric Power.

In the event that Licensee requires a source of electric energy for power supplied to a telecommunications system, such energy shall be supplied by WREC in accordance with the provisions of its standard service extension policies and rates for Licensee's class of service.

### **ARTICLE XII Safety**

#### 12.1 New Installations.

WREC shall have the right to inspect each new installation of Licensee's facilities upon and in the vicinity of such poles and to make periodic inspections of Licensee's facilities, as it deems reasonably necessary. WREC reserves the right to charge Licensee

for the expense of any field inspections, including inspections for make ready work, inspections during installation of Licensee's facilities, inspections after construction, and any further periodic inspections deemed necessary by WREC. Such inspections, whether made or not, shall in no manner relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement. The frequency of periodic inspections is dependent on the performance of Licensee in conforming to the terms of this Agreement. Under no circumstances shall Licensee install steps on any poles or wrap any cable around the poles. Upon completion of the new installation Licensee shall remove all excess cable or other communications equipment, parts, supplies or materials from the power line right of way.

#### 12.2 Retirement and Removal of Disconnected Installations.

Upon completion of the retirement of Licensee's facilities from a pole, poles or pole line Licensee shall remove all excess cable or other communications equipment, parts, supplies or materials from the pole line right of way. In the event that service is discontinued or disconnected to a Licensee's customer the service drop shall be disconnected and removed from the pole and pole line right of way no later than 60 days after the service is discontinued or disconnected.

#### 12.3 Licensee Practices.

Licensee shall have written standard practices that address construction standards and communication protocols to be followed in attaching facilities to WREC's poles. The standards should specify any obligations that exceed NESC regulations. These standards should also address communication methods and contacts for notifications, project plans, authorizations and compliance certifications. These standards shall be made readily available to requesting entities.

#### 12.4 Conflicts with Electric Lines.

WREC shall provide Licensee notice of any NESC violations it discovers. NESC violations and conflicts to electric lines shall be corrected in a prompt manner by Licensee if Licensee created the violation. In some instances, the NESC requires that qualified electrical workers perform the work. In that event, Licensee shall either hire qualified contractors or pay WREC to perform the work. Failure by Licensee to act in a prompt and responsible manner may result in WREC taking appropriate measures to correct the safety violations involved and Licensee shall be responsible for the cost thereof. In such cases, the inspection, design, repair, and coordination charges shall be borne by Licensee if it failed to perform necessary duties required by state and local statutes, ordinances, or administrative rules and regulations.

**ARTICLE XIII**  
**Record Keeping and Administration**

**13.1 Requirements.**

Licensee shall perform the necessary administration and record keeping required by this Agreement and NESC rules now existing, or as hereafter revised or amended, to ensure that activities and responsibilities are being carried out.

**13.2 Data Report.**

Licensee shall make a report available to WREC showing the location of its communication facilities.

**ARTICLE XIV**  
**Damage; Reporting**

**14.1 Duty to Report.**

Licensee shall exercise precautions to avoid causing damage to the equipment of WREC and its poles and equipment, and shall assume all responsibility for and all losses from such damage that Licensee causes. In the event damage is caused, Licensee shall make an immediate report of the occurrence to WREC and shall reimburse WREC for the entire expense incurred.

**ARTICLE XV**  
**Third Party Uses**

**15.1 Noninterference.**

Nothing contained herein shall be construed as affecting any rights or privileges conferred by WREC, by contract or otherwise, to others not a party to this Agreement to use any facilities or poles covered by this Agreement. WREC shall have the right to continue to extend such rights and privileges. The privileges granted herein to Licensee shall at all times be subject to any such contracts and arrangements, including extensions thereof. Should any other party claim a prior right covered by this Agreement, and such claim be upheld by a court of proper jurisdiction, Licensee shall make no claim against WREC for damages, or otherwise, on account thereof.

**ARTICLE XVI**  
**Indemnification and Insurance**

**16.1 Indemnification.**

Licensee shall indemnify, protect, save harmless and insure WREC from and against any and all claims and demands for damages to property, and for injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits as well as any claims or

damages for failure to acquire a property right or have authority to attach or permit attachment to WREC's poles, and including all expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the erection, maintenance, use, rearrangement or removal of the attachments of Licensee's equipment or facilities to WREC's poles or by any act or omission of Licensee, its agents and employees on or in the vicinity of WREC's poles.

#### 16.2 Insurance Requirements.

While this Agreement is in effect Licensee shall carry and keep in force insurance contracts, policies and protection in a reliable company or companies and in amounts satisfactory to WREC to protect the parties from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result directly or indirectly from, Licensee's activities under this agreement in amounts and for coverage deemed necessary for WREC's protection by Licensee, but in no event for amounts or coverage less than the following minimum requirements:

16.2.1 Comprehensive general liability insurance and independent contractors insurance, with minimum limits of \$1,000,000 each occurrence for bodily injury, and \$500,000 each occurrence and \$1,000,000 aggregate for property damage, including coverage for damage to underground facilities, protecting Licensee against and in respect to all matters, liabilities, contingencies, and responsibilities created, referred to or touched upon in this Agreement, including, without limiting the foregoing, contractual liability insurance covering Licensee's obligations under this Agreement with minimum limits of \$1,000,000 each occurrence for bodily injury, and \$500,000 each occurrence and \$1,000,000 aggregate for property damage. WREC shall be a named insured on said policy.

16.2.2 Licensee shall also carry and keep in force, while this Agreement is in effect, workers' compensation insurance in compliance with the laws of the State of Nevada and employer's liability insurance with minimum limits of \$1,000,000.

Licensee shall furnish WREC with certificates of insurance showing that such insurance is in force and will not be canceled or modified without thirty (30) days prior written notice to the General Manager of WREC. Neither acceptance nor knowledge (by and of WREC) or the procurement of Licensee of insurance protection of lesser scope than that required to be procured by Licensee under this Agreement shall in any manner or for any purpose constitute or be deemed a waiver by WREC of the requirements imposed respecting insurance protection, nor shall

any such acceptance or knowledge of insurance protection of lesser scope in any manner or for any purpose lessen or modify or constitute a limiting interpretation of the scope of the matters covered by and obligations of Licensee under this Agreement.

**ARTICLE XVII**  
**Term of Agreement**

**17.1 Term; Termination.**

This Agreement shall become effective upon its execution and shall continue in effect for a period of five (5) years. This Agreement shall automatically renew from year to year unless terminated by either party by giving written notice of its intention to do so not less than 90 days prior to the end of any period. Upon termination of this Agreement, Licensee shall remove its attachments and facilities from the poles of WREC within 180 days after the effective date of such termination. Should Licensee fail to comply, WREC may elect to do such work and Licensee shall pay WREC's cost in removing the attachments and facilities.

**17.2 Survival of Obligations.**

Any termination of this Agreement in whole or in part shall not release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, which may have accrued or which may be accruing or which arises out of any claim that may have accrued or be accruing at the time of or prior to termination.

**ARTICLE XVIII**  
**Default**

**18.1 Notice of Default; Cure.**

Other than the obligation to make payments as provided herein, if Licensee shall fail to comply with any of the other material provisions of this Agreement or should default in any of its obligations under this Agreement, and shall fail within thirty (30) days after written notice from WREC to correct or undertake to correct and proceed with reasonable diligence and in good faith to correct such noncompliance or default, WREC may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the license covering the attachment or attachments in respect to which such default or noncompliance shall have occurred. Excepting safety and/or code related defaults, if to default is of such a nature that it cannot be corrected within thirty (30) days, Licensee's obligation hereunder is satisfied if Licensee begins correction within thirty (30) days and provides a reasonable plan and work schedule and commitment to finish the correction promptly.

18.2 Corrective Work by WREC.

If Licensee shall default in the performance of any work which it is obligated to do under this Agreement, WREC may elect to do such work, and Licensee shall reimburse WREC for the reasonable cost thereof.

**ARTICLE XIX  
Ownership Rights**

19.1 License Only.

No use, however extended, of any of the facilities under this Agreement shall create or vest in Licensee any ownership or property rights therein, but Licensee's rights therein shall be and remain a mere license.

**ARTICLE XX  
Notices**

20.1 Delivery.

Unless otherwise provided in this Agreement, any notice, request, consent, demand or statement which is contemplated to be made upon either party by the other party under any of the provisions of this Agreement, shall be in writing and shall be treated as duly delivered when it is either (a) personally delivered to the office of WREC in the case of notice to be given to WREC, or personally delivered to the office of Licensee in the case of notice to be given to Licensee; or (b) deposited in the United States Mail and properly addressed to the party to be served as follows:

(a) If notice is to WREC:

WREC  
General Manager  
P.O. Box 365  
Wells, NV 89835

(b) If notice is to Licensee:

Central Com Service  
P.O. Box 7  
Fairview, UT 84629

**ARTICLE XXI**  
**Supplemental Agreements**

**21.1 Changes.**

This Agreement may be amended or supplemented at any time upon written agreement by the parties hereto. Should either an amendment or supplement become necessary, the party desiring such amendment or supplement shall give thirty (30) days written notice to the other party setting out in detail changes or additions desired. No such amendment or supplement shall be effective unless it is set forth in a written agreement signed by Licensee and WREC.

**ARTICLE XXII**  
**Payment of Taxes**

**22.1 Taxes and Assessments.**

Each party shall pay all taxes and assessments lawfully levied on its own property upon WREC's poles, and the taxes and assessments which are levied on said poles shall be paid by WREC thereof, but any tax, fee or charge levied on WREC's poles solely due to Licensee's use shall be paid by Licensee.

**22.2 Reimbursement of Taxes, Fees or Charges.**

Licensee agrees that if any tax, fee or charge is levied against WREC solely due to Licensee's equipment or facilities being on WREC's poles, Licensee will reimburse WREC the full amount of said tax, fee, or charge.

**ARTICLE XXIII**  
**Supplying Information**

**23.1 Changes.**

Licensee shall promptly report to WREC any changes made in the number of Licensee's attachments to WREC's poles.

**ARTICLE XXIV**  
**Waiver of Terms or Conditions**

**24.1 Waiver.**

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but such conditions and terms shall remain at all times in full force and effect.



**ARTICLE XXV**  
**Interest and Payments**

25.1 Due Date; Interest.

Unless otherwise provided herein, all amounts to be paid by Licensee to WREC under this Agreement shall be due and payable within thirty (30) days after an itemized statement is presented to Licensee. Any payment not paid within thirty (30) days from the due date shall bear interest at the rate of 1.5% per month until paid.

**ARTICLE XXVI**  
**Construction of License**

26.1 Nevada Law Shall Apply.

This Agreement is deemed executed in the State of Nevada and shall be construed under the laws of the State of Nevada.

26.2 Venue for Litigation.

In the event suit or action is instituted to enforce or interpret any of the terms of this Agreement, the parties agree that proper venue for said action or suit shall lie in the County of Elko, State of Nevada.

**ARTICLE XXVII**  
**Prior Agreements**

27.1 Integration.

This Agreement supersedes and replaces any and all previous agreements entered into by and between WREC and Licensee with respect to the subject matter of this Agreement.

**ARTICLE XXVIII**  
**Governmental Regulations**

28.1 Authority.

Licensee will obtain any and all permits, licenses or grants necessary for the lawful exercise of the permission granted by any application approved hereunder.

28.2 Compliance with Laws and Administrative Rules.

Licensee agrees that, in the performance of this Agreement, Licensee shall comply with and be subject to all state and local governmental rule and regulations, including, but not limited to, Nevada Revised Statutes and WREC's duly adopted Rules and Regulations.

**ARTICLE XXIX**  
**Attorney Fees**

29.1 Attorney Fees; Arbitration, Mediation, Trial and Appeal.

If any arbitration, mediation, or other proceeding is brought in lieu of litigation, or if suit or action is instituted to enforce or interpret any of the terms of this agreement, or if suit or action is instituted in a bankruptcy court to enforce or interpret any of the terms of this agreement, to seek relief from an automatic stay, to obtain adequate protection, or to otherwise assert the interest of either party, the party not prevailing shall pay the prevailing party's costs, disbursements, the fees and expenses of expert witnesses in determining reasonable attorney fees, and such sums as the court may determine to be reasonable for the prevailing party's attorney fees connected with the trial and any appeal and by petition for review thereof.

**ARTICLE XXX**

**Performance and Payment Bonds, Letters of Credit or Cash  
Deposits**

30.1 Bonds, Letters of Credit or Cash Deposits may be required by WREC.

30.1.1 WREC may require Licensee, authorized contractors or other persons acting on Licensee's behalf to execute payment and/or performance bonds, letters of credit or cash deposits (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of the Licensee's obligations arising out of or in connection with this Agreement.

30.1.2 If a bond or similar form of a assurance is required of the Licensee, or other person acting on the Licensee's behalf they shall promptly submit to WREC adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing WREC 60 days advance written notice.

30.1.3 Licensee shall be responsible for paying all employees, contractors, subcontractors, mechanics, material men and other persons or entities performing work or providing materials in connection with Licensee's performance under this Agreement. In the event any lien, claim or demand is made on WREC by any such employee, contractor, subcontractor, mechanics, material man, or other person or entity providing such materials or performing such work, WREC may require, in addition to any security provided under section 30.1.1 above that the Licensee

execute payment or performance bonds, letter of credit or provide cash deposits or such other security as WREC may deem reasonable.

Dated this 13<sup>th</sup> day of Dec, 2018

WREC  
A Nevada non-profit  
cooperative corporation

By

Its

Licensee  
CENTRAL COM SERVICE

By

Its

**Exhibit A**  
**Fee Schedule**

The annual rental fee for each of Licensee's pole attachments shall be \$12.00 per calendar year or part thereof during the first calendar year after execution of this Agreement. At the beginning of the first calendar year after execution of this Agreement, the annual rental fee for each of Licensee's pole attachments shall be \$16.00 per calendar year. At the beginning of the second calendar year after execution of this Agreement, the annual rental fee for each of Licensee's pole attachments shall be \$20.00. At the beginning of the third calendar year after execution of this Agreement, the annual rental fee for each of Licensee's pole attachments shall be \$24.00, which, thereafter, shall be increased by 5% at the beginning of each calendar year.

All charges for work done by WREC shall be billed in accord with WREC's Service Fees - as the same may be amended from time to time.

**Exhibit B**  
**Number of Poles**

The number of poles covered by this Agreement are 409, less 19 discounted poles, for a total of 390 poles.