

SPACE LEASE AND SERVICE AGREEMENT

THIS LEASE AND AGREEMENT is made and entered into with an Effective Date of the 1st day of November, 2012 by and between Tooele County, a body corporate and politic, located at 47 South Main Street, Tooele, Utah 84074 (hereinafter "County"), and Utah Transit Authority (hereinafter "Customer"). Tooele County and Utah Transit Authority are sometimes collectively referred to as "the Parties."

RECITALS:

1. Customer desires to lease space from County on an existing communication facility owned by County, located in Section 21, Township 4S, Range 5W.

LEASE AND SERVICES:

2. County has the authority and agrees to lease to Customer those facilities as described on Exhibit A.

PRICE AND PAYMENT TERMS:

3. Customer agrees to pay County those sums as described in Exhibit A annually in advance. Details of charges are contained on the referenced exhibits and payment terms in Schedule 1.

TERM OF AGREEMENT, RENEWAL:

4. The Initial Term of this Agreement shall be for a period of three (3) years commencing on the 1st day of November 2012 and ending on the 31st day of October 2015. This Agreement shall renew automatically thereafter on a year to year basis. This Agreement may be terminated at the end of the Initial Term or each Renewal Term with written notice from either Party of its intent to not renew the Agreement. Notice must be furnished to the other Party not less than one hundred eighty (180) days before the next automatic start day of the next Renewal Term.

SCHEDULES:

6. This Agreement is subject to the additional terms and conditions contained on the attached schedules.

Schedule 1 Terms and Conditions

EXHIBITS:

7. The following exhibits are by this reference incorporated in this Agreement.

Exhibit A Service and Prices
Exhibit B Certificate of Insurance

NOTICE:

8. All notices provided for herein shall be considered as properly given if delivered in writing, personally, or sent by United States mail addressed as shown in paragraph XV of schedule 1, Terms and Conditions.

IN WITNESS WHEREOF, the Parties hereto have caused this Space and Service Lease and Agreement to be executed by their duly authorized officers or representatives this 27 day of February, 2012.3

Utah Transit Authority

By: [Signature]
Paul Edwards
Senior Program Manager

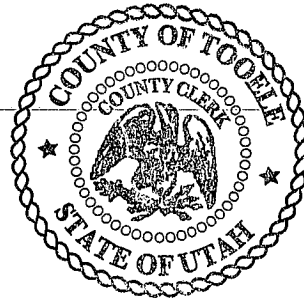
By: [Signature]
Kyle Brimley
Manager of Technology Deployment

By: [Signature]
Mailia Lauto'o
Manager of Property Administration

Tooele County

By: [Signature]
J. Bruce Clegg
County Commission Chair

ATTEST:
By: [Signature]
Marilyn Gillette, Clerk



Reviewed and Approved as to Form by UTA

[Signature]
UTA Legal

SCHEDULE 1, TERMS AND CONDITIONS

- I. RENTAL SERVICES PROVIDED. The services provided for in this Agreement include, but are not be limited to, the following equipment and services where applicable. HVAC conditioned space, rack space, preexisting cable trays, use of electric power, and use of an antenna mast for installation of required base station antennas.
- II. RATES. Commencing with the Effective Date of the contract and continuing through the balance of that calendar year, the rent shall be as stipulated in Exhibit A, payable annually in advance to County without deduction or offset at such place or places as may be designated from time to time by the County.

County must receive rent payments no later than January 31st of each calendar year, at the following address:

Tooele County
47 South Main Street
Tooele, UT 84074

- III. PAYMENTS. In the event that increases in electric power rates occur by more than 3% in any year, County shall have the right to charge Customer for any such increases with said charge to be in addition to the use payments and rents previously set forth in this Agreement. In the event County chooses to charge Customer for an increase in energy prices, County shall provide sixty (60) days advance written notice to Customer with reasonable satisfactory evidence of a substantial power cost increase. The increase will be shared by all tenants equally and fairly. Pass-through fees and additional assessments for power consumption are due not later than thirty (30) days after notice to Customer. Any unpaid balance shall be ~~subject to an 18% A.P.R. finance charge. Checks returned for insufficient funds shall be~~ subject to a \$20.00 processing fee. Following written notification to the Customer of account payment delinquency, any account with an unpaid balance of 90 days or more may result in the disconnection of the Customer's equipment and/or circuits without prior notification and is subject to a \$500 reconnect fee, payable in certified funds.

IV. CUSTOMER DUTIES.

1. Customer shall provide all equipment, including racks, radio receiving and transmitting and other equipment necessary to connect its equipment to the antenna mast and available power supply.
2. Customer shall be solely responsible for all common carrier charges for interconnect services.

3. Customer shall be solely responsible for all costs of installation, maintenance, and modification of its equipment.
4. Customer shall also be solely responsible for the cost of any modifications to any County building where building modifications are necessary to accommodate Customer's equipment, including, but not limited to, running of cabling to antenna masts and the running of cabling from the building power terminus to Customer's equipment. Customer shall not initiate or make any alterations, improvements or additions to the premises, including construction without receiving prior permission from County at least 30 days in advance of its anticipated implementation date. If installation charges have been assessed, the expense of building and other modifications contemplated by this paragraph is included in those charges.
5. Customer shall, throughout the term of this Agreement, and at its own cost and without any expense whatsoever to County keep and maintain its equipment and all appurtenances thereto and the aisle spaces surrounding it in good, sanitary and neat order, condition and repair. Customer shall not commit or suffer to be committed any waste or nuisance on the demised premises. Customer shall remove from the site any refuse incident to the installation and operation of its equipment, appurtenances and/or antenna.
6. Customer, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Agreement.
7. Customer, at its sole expense, shall comply with all laws, orders and regulations of federal, state and municipal authorities and with any direction of any public officer pursuant to law, which shall impose any duty upon the Customer or upon County with respect to the leased property.

8. Customer shall be solely responsible for all costs, coordination and acquisition of transmitting frequency licenses regulated by the Federal Communications Commission (FCC) and shall furnish to County frequency coordination information and as applicable copies of all its FCC licenses supporting operations at the leased site(s).
9. Customer shall comply with the guidelines specified in the FCC's Office of Engineering and Technology (OET) Bulletin 65 Edition 97-01 and all applicable superseding or subsequent amendments for human exposure to radio-frequency electromagnetic fields. Customer represents that it shall determine the radio-frequency exposure (RFE) limits with regard to the operation of its equipment, that it shall identify and document the maximum permissible exposure (MPE) levels, train its employees and agents of such levels, and share this information with County to facilitate the establishment of appropriate site

guidelines governing site access control measures for both general population as well as occupational personnel, and in both uncontrolled and controlled working areas. Customer shall furnish County with all necessary information incident to the operation of its business that may affect MPE levels. Customer shall comply with the posted signs giving notice, caution and/or warning that a person may be or is entering an area that does exceed MPE limits by the general public and/or occupational personnel regarding FCC rules for human exposure to radio frequency. Customer shall as it makes changes to its radio equipment, antenna and/or site facilities, coordinate a minimum of thirty (30) days in advance of implementation with County in order that updates to the RFE site plan and applicable posted signs may be made as necessary for the general public and/or occupational personnel safety. Customer shall achieve full compliance with these requirements prior to operating its business.

- V. ACCESS. County agrees that Customer may use, on a non-exclusive basis, any right-of-way or permit possessed by County to traverse public land or land owned by County or a third party to access the leased premises, to the extent County is legally able to grant such use, but County makes no representation concerning and does warrant or guarantee the current existence or future continuation of any such permission or right-of-way from governmental agency during the term of the Agreement. Customer shall have access to the premises 24 hours a day, seven days per week, on foot or by motor vehicle, including trucks, for the purpose of installing, operating, maintaining, repairing, and replacing its equipment on the premises, and to connect such equipment to necessary utility services, including electric power and telephone service. Customer shall not permit access to the premises by anyone other than employees or contractors of Customer without the express written consent of County, and particularly, shall not permit access by contractors or subcontractors without County consent. With regard to planned construction or installation of new equipment, other than equipment to replace existing malfunctioning equipment, Customer shall give County, and shall furnish a construction schedule to County, not less than thirty (30) days before entering the premises for such purpose, and shall not perform such work on the premises without County prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

VI. INDEMNIFICATION.

1. Customer shall be solely responsible for its acts or omissions and/or the acts or omission of its agents, employees, contractors, subcontractors or any other person or entity having access to the leased premises by or through Customer. Customer shall reimburse County and its affiliates in full for any and all damages or costs, including damage to County, employees of County, equipment or property of County, employees, equipment or property of any tenant of County or any other damage, cost or expense for which County be found liable which damage, cost or expense is incurred by County as a result of the acts or omissions of Customer, its agents, employees, contractors or subcontractors which occur on or about the

leased premises. Damages, costs and expenses to be reimbursed shall include, but not be limited to, actual costs of damage to property of County, tenants of County or others claiming through County (collectively, the "County Parties"), reimbursement for injury to or death of any person, cost of defending any litigation commenced against County arising out of Customer's activities, including attorneys' fees of retained or -employed counsel and other costs or expense incurred by County and attributable to the activities of Customer, its agents, employees and/or subcontractors except to the extent caused by the negligence or willful misconduct of the "County Parties").

2. Customer shall fully indemnify and hold County and its affiliates harmless from and against any loss, damage or liability occasioned by, growing out of or arising or resulting from any default hereunder or from any tortuous or negligent act on the part of Customer, its agents or employees, contractors, subcontractors or others acting on behalf of Customer in connection with the use and occupancy of the premises which have been previously referenced in this Agreement and the services being received by Customer pursuant to this Agreement, except to the extent caused by the negligence or willful misconduct of County and/or its affiliates.
3. Customer shall fully indemnify and hold County and its affiliates harmless from and against any loss, damage or liability occasioned by system failures due to the malfunctioning of Customer's equipment that interfaces to Customer or County, except to the extent caused by the negligence or willful misconduct of County and/or its affiliates.

VII. LIMITATION OF LIABILITY. In the event of any damage or inability to provide the leased circuit(s) or sites, Customer shall have no claim for, and County shall not be liable for damages of any nature including, without limiting the generality of this waiver, claims for incidental, indirect, special or consequential damages of any kind, damages to equipment of Customer, damages as a result of termination of this Agreement or constructive eviction of Customer, loss of use, loss of profits and any loss of business. Customers' sole remedy in the event of termination of any portion of this Agreement shall be abatement of any rent for the lost service.

VIII. TITLE AND REMOVAL OF EQUIPMENT.

1. All communications equipment, racks, battery packs, generator or other equipment of Customer installed in the equipment building or facilities shall be and remain property of the Customer. Customer-installed cable trays and related inside/outside plant facilities and terminations, power panels incorporated into the buildings infrastructure shall be classified as fixtures and become the property of County without remuneration.

2. Upon the expiration of this Agreement, or upon the expiration of any Renewal Term thereof, Customer shall within ninety (90) days thereafter, remove all of its non-fixture equipment from the premises in a neat and workmanlike manner and upon completion of said removal, leave the portion of said premises formerly occupied by it in the same condition as prior to the location of equipment thereon, normal wear and tear excepted, Rent shall continue until the equipment is removed and County notified in writing of its removal.

IX. TERMINATION, FORCE MAJEURE, DEFAULT.

1. In the event of the damage to equipment of County, loss of the leased circuit(s) or any other event which would render County incapable of providing the services contemplated by this Agreement for a period in excess of 72 hours, this Agreement may be terminated by Customer with respect to said lease with respect to that service.
2. Except for the obligation to make payments, neither Party shall be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, or governmental act, provided that the delaying Party: (a) gives the other Party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
3. In the event any premises affected by this Agreement are damaged by fire, snow, wind or other elements of nature, acts of God or by any other cause such that the premises are unsuitable for occupancy, this Agreement shall terminate with respect to use of the premises so damaged, effective as of the date of such damage and rent shall be prorated to the date the premises became unsuitable for occupancy.
4. This Agreement may be terminated by County in the event of a taking of the leased premises by condemnation or otherwise or a taking by act of any governmental agency, including federal, state or local governmental entities, where such taking would have the effect of rendering County incapable of performing its obligations pursuant to the Agreement.
5. If either party shall at any time be in default in the performance of any of the terms or conditions of this Agreement and shall fail to remedy such default within 30 days after receiving written notice thereof from the party not in default, the non-defaulting party may thereafter at its own option be relieved of its obligations pursuant hereto. In the event of default by the Customer in the payment of any sums to County pursuant to this Agreement, which sums remain unpaid following written notice, as set forth in this paragraph, County may in addition to any other remedies which it may have at law or in equity, immediately upon expiration of the

90-day notice period, remove all of the Customer's equipment from the leased premises and disable and leased circuits. Any such removal of equipment or disabling of circuits shall be without liability to County for loss of business or damage to equipment. Subject to the provisions in Paragraph XVI, County shall have a lien against any equipment so resolved for sums due County by Customer and may sell all or any part of the equipment necessary to satisfy any such obligation.

6. This Agreement may be terminated upon thirty (30) days prior written notice as follows (i) by Customer for any reason provided Customer delivers written notice of early termination to County no later than thirty (30) days prior to the desired termination date; or (ii) by Customer if Customer is unable to utilize the Premises due to a post commencement date action of the FCC. As of the date of serving notice to County and where applicable as stipulated in any Make Ready Work implementation as referenced in Schedule 2, Customer shall reimburse County for all make ready expenses incurred by County furnished at the request of the Customer as of the executed date of the contract as evidence by signature of the Customer's authorized representative.
7. Upon termination of this Agreement by default, lapse of time or for any other reason, if Customer fails to remove its equipment and personal property within ninety (90) days after termination, Customers shall reimburse County for all expense which County incurs in removing Customer's equipment from the premises and in restoring the premises to the condition which they were in prior to the location of Customer's equipment on the premises.

X. INTERFERENCE. Customer may use the leased premises for the installation and operation of a communication facility. Should any interference develop from the operation of Customer's equipment which shall affect County microwave, land mobile or other equipment, ~~or the existing equipment of other tenants of County or other properly FCC~~ licensed users in the area who began operations on or adjacent to the leased premises prior to Customer's operation of its facilities on the leased premises, which interference cannot be promptly corrected by the Customer at its sole expense, then Customer shall immediately cease operation of its equipment. Thereafter, County and Customer shall cooperate to remove such interference, and if the removal of such interference is, in the sole opinion of County, impractical, either party shall have the right to terminate this Agreement by a thirty (30) day-day written notice. The Parties shall not add, replace, or modify equipment, if the effect thereof would be to cause interference with existing equipment of another party. This will also be required of future tenants at the leased premise. If any interference occurs, County shall notify any tenant causing the interference to immediately cease operation of its equipment and shall make its best effort to prevent such interference from continuing.

XI. INSURANCE.

1. Any insurance for the protection of Customers equipment or property shall be purchased at the sole risk and expense of the Customer. Customer agrees to waive its right of subrogation and shall cause its insurer to waive the right of subrogation against County in the event of damage to such equipment or property however caused.

2. In the event Customer desires access to any premises or facilities of County or its affiliated companies for maintenance or other purposes, prior to accessing the premises or facilities Customer shall provide County with proof of insurance as set forth in this section. Without limiting any of the other obligations or liabilities of Customer under this Agreement, Customer shall maintain and shall require all its subcontractors to maintain minimum insurance coverage as set forth below and on Certificate of Insurance this is attached as Exhibit B and incorporated by this reference. The Certificate of Insurance shall be properly completed and signed by a duly authorized representative of Customer's insurance company without alteration, modification or addition excepting the insertion of policy information in the spaces provided. The completion and proper execution of the Certificate is a condition precedent to the performance of any work done or undertaken during the term of this Agreement. Should any of the policies described and identified in the Certificate expire or otherwise terminate during the term of this Agreement, Customer must replace the policies before the expiration date with policies giving the same or comparable coverage, which meets County approval. A new Certificate in the same form and for the same or approved coverage and liability limits, as Customer's Insurer must execute set forth on the attached Certificate and filed with County. The filing of the new Certificate shall also be a condition precedent to the prosecution or continuation of any work. If any insurance required of Customer or its subcontractors is written on claims made basis, for a period of 6 years from the completion of the work contemplated by this agreement, Customer shall:
 - A. Maintain a retroactive date that at a minimum dates back to the inception of the Agreement.
 - B. Use all reasonable efforts to maintain insurance limits undepleted by losses or reserves for anticipated losses in the minimum amounts specified in this Agreement; and
 - C. Maintain an extended reporting period rider which, at a minimum, dates back to the inception of this Agreement if the claims made insurance is canceled, not renewed on a basis other than claims made.

3. The insurance required by this Agreement shall be maintained with insurers acceptable to County and shall conform in all aspects with the laws of the state(s) where the premises or facility are located. **Customer may meet the insurance**

requirements set forth herein through a program of self-insurance. Customer shall provide a certificate of self-insurance as proof of self-insurance to County.

4. Customer agrees to provide prompt notice to County in the event of a death of, or serious injury to, anyone in connection with the performance of this Agreement. Notice shall also be given of substantial property damage or of any accident, which may cause an interruption in service. The notice requirement of this section shall be satisfied if notice is given as set forth in Paragraph XVI. Notice.
- XII. TAXES. Customer agrees to pay all taxes, which may be assessed against any equipment of Customer installed in or about the premises and any sales, use or other taxes assessed on the leased circuits or rack space.
- XIII. ASSIGNMENT. The Customer may assign this Agreement without any approval or consent to Customer's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of Customer's assets in the market defined by the Federal Communications Commission in which the leased premises are located by reason of a merger, acquisition or other business reorganization, or to any entity which acquires or receives an interest in the majority of communications towers of Customer in the market defined by the Federal Communications Commission in which the leased premises are located. Customer shall not assign or transfer this Agreement or any interest there under to any other person or entity without obtaining the prior written permission of County, which permission shall not be unreasonably withheld.
- XIV. SUBLETTING. Customer shall not sublease equipment, circuits, rack space, floor space, excess capacity or any other related facilities or space and shall be subject to a one year penalty assessment equal to its annual usage agreement and subject to equipment turn off and removal from the site.
- XV. NOTICE. The date of a notice served by mail shall be the date on which such notice is deposited in the Post Office if the United States Postal Service, certified or registered mail, with postage prepaid.

UTA:
Property Management
PO Box 30810
Salt Lake City, UT 84130

Tooele County:
47 South Main Street
Tooele, UT 84074

XVI. MISCELLANEOUS.

1. County warrants that it has good title and interest in the leased premises unencumbered by any liens, covenants, easements, or restrictions that would affect Customer's rights to occupy and use the leased premises pursuant to this

Agreement, and covenants that, upon paying the rent and observing the covenants herein, Customer shall peaceably and quietly have, hold, and enjoy the leased premises.

2. Each and every covenant, agreement, term, provision and condition herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the Parties hereto, and shall be deemed and treated as covenants real running with the premises aforesaid during the term hereof: but no change or division in the ownership of the leased premises or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Customer; and no such change or division in ownership shall be binding on Customer for any purpose until Customer shall have been furnished with a certified copy of recorded instrument or other legally authenticated written instrument, evidence such change or division in ownership.
3. This Agreement is made contingent upon conformity of the Agreement with the applicable law and the rules and regulations of the FCC and of any other governmental agency having jurisdiction. If this Agreement or any part thereof should be found to violate existing or future laws or regulations, and the Parties cannot agree on amendments within 2 months after a violation is discovered, this Agreement shall terminate.
4. The services to be provided pursuant to this Agreement may require the granting of licenses by the FCC or others. Where such licenses are required, the Parties agree that facilities shall not be installed or placed into operation until all required licenses and/or permits or other authorization by governmental agencies having any jurisdiction have been obtained.
5. For the purpose of this Agreement, wherever the name County appears, it shall be deemed to include County and any or all of its parent, affiliate or subsidiary corporations (affiliates) if the sense so requires. This shall particularly apply to contractual liability and indemnification provisions.
6. All disputes with respect to this Agreement shall be interpreted according to the laws of the State of Utah with venue in Tooele County, Utah.
7. In the event of any dispute with respect to this Agreement, the party prevailing in such dispute shall be entitled to recovery from non-prevailing party its costs incurred in resolving the dispute, including reasonable attorney fees.
8. This document contains the entire agreement between the Parties with respect to the subject matter hereof. There are no promises, terms, conditions or obligations other than those contained in this document; and this Agreement shall supersede all previous communications, discussions, representations, or arrangements, either

verbal or written, between the Parties with respect to the equipment and services described on Exhibit A. All prior discussions and agreements between the Parties with respect to Exhibit A services are merged in this document.

9. The Parties executing this Agreement represent that the individuals signing have the appropriate authority to execute this Agreement for their respective parties.
10. In the event of a service failure in leased circuits, the following individuals have been designated as contact persons for their respective companies:

UTA:
669 West 200 South
Salt Lake City, Utah 84101
Attn: Mark Dennis
Telephone: 801-702-7287

Tooele County:
47 South Main Street
Tooele, UT 84074
Attn: Wade Matthews
Telephone: 435-833-8123

11. County shall provide power to Customer's equipment. Any additional wiring, fixtures, or other electrical needs of Customer within the building or on the tower shall be at the expense and responsibility of the Customer. Any such additional wiring, fixtures, or other electrical improvements shall be installed by Customer. County shall make all payments, without reimbursement from Customer beyond the payment for power referenced in Exhibit A Section 1, for electrical power supplied to the Premises. Customer shall have the right to use any existing emergency generator(s) on the Premises. County will keep any such emergency generator(s) in good working condition.
12. County shall provide heating, ventilation and air conditioning in County's equipment shelter and shall maintain the HVAC in good condition and repair at all times. County shall maintain its equipment shelter free from leaks and in good condition and repair at all times, and shall also maintain its tower and other communication facilities on the premises in good condition and repair at all times. Such maintenance shall be done at County's sole expense.
13. If during the term of this Agreement, County receives a bona fide offer ("Bona Fide Offer") from an unaffiliated third party to lease or purchase the Premises (in whole or in part), County's interest under this Agreement, and/or County's rights to receive rents under the term of this Agreement and/or to enter into a lease or option after the term of this Agreement that County is willing to accept, Customer shall have the right of first refusal ("Right of First Refusal") to so lease or purchase the same. County shall provide Customer with a written copy of the Bona Fide Offer and Customer shall have not less than thirty (30) days following its receipt thereof to notify County in writing as to whether it wishes to exercise its Right of First Refusal with respect thereto. If Customer exercises its right to purchase the Subject

Property, such purchase shall be made pursuant to all of the terms and conditions set forth under the Bona Fide Offer. If Customer fails to exercise its Right of First Refusal, this Agreement hereunder shall remain in full force and effect. Moreover, if Customer fails to so exercise its Right of First Refusal, then such Right of First Refusal shall lapse with respect to the Bona Fide Offer (but not with respect to any subsequent Bona Fide Offers if County fails to sell or lease to the third party in strict accordance with the terms of the Bona Fide Offer within one hundred eighty days (180) of the date of Customer's waiver of such Right of First Refusal). The parties agree and acknowledge that the Right of First Refusal set forth in this paragraph shall not apply to offers pertaining to the sale of all or substantially all of the assets of Seller (which assets include the Premises).

**EXHIBIT A
SERVICES AND PRICES**

County provides the following services to Customer outlined below. Upon completion of the Customer's actual As-Built installation to the extent that it varies from its Co-location Application, such variances may result in increased assessment for power and/or other services actually taken.

1. Space in building at South Mountain Communications Site to be leased to Customer:

LOCATION OF BUILDING	TOWER SPACE MONTHLY	NUMBER OF RACK SPACES	POWER RATE MONTHLY	T1 LEASE MONTHLY	TOTAL MONTHLY RENTAL	NON RECURRING CHARGES
S. Mtn.	\$75.00	1- \$500.00	\$75.00	\$488.00	\$1,138.00	\$0
TOTAL	75.00	500.00	75.00	488.00	\$1,138.00	\$0

In March 2013, Customer will begin using a second rack and rent will increase as follows.

LOCATION OF BUILDING	TOWER SPACE MONTHLY	NUMBER OF RACK SPACES	POWER RATE MONTHLY	T1 LEASE MONTHLY	TOTAL MONTHLY RENTAL	NON RECURRING CHARGES
S. Mtn.	\$75.00	2 * \$500.00	\$75.00	\$488.00	\$1,638.00	\$0
TOTAL	75.00	1,000.00	75.00	488.00	\$1,638.00	\$0

On or before June 1, 2013, Customer will discontinue the use of the T1 lease, at that time and for the remainder of the lease the rent will be \$1,150.00 as described below.

LOCATION OF BUILDING	TOWER SPACE MONTHLY	NUMBER OF RACK SPACES	POWER RATE MONTHLY	T1 LEASE MONTHLY	TOTAL MONTHLY RENTAL	NON RECURRING CHARGES
S. Mtn.	\$75.00	2 * \$500.00	\$75.00	\$0.00	\$1,150.00	\$0
TOTAL	75.00	1,000.00	75.00	0.00	\$1,150.00	\$0

2. Microwave circuits to be leased to Customer:

NO MICROWAVE CIRCUITS
\$0.00
TOTAL \$0.00

3. Telephone lines provided by a common carrier are to be provided at the sole expense of Customer. Customer is solely responsible for common carrier interface at all interface locations.
4. Equipment placement will conform to locations stipulated in Exhibits A-1 and A-2. Customer shall pay all annual rentals as stipulated in Schedule 1, Terms and Conditions.
5. Notification of Additional Services Needed by Customer: Customer agrees to notify County thirty (30) days in advance of installing any additional equipment occupying additional rack space/floor space, or increased ampere capacity of power breaker

EXHIBIT A-1

ANTENNA UTILIZATION LAYOUT

EXHIBIT A-2

BUILDING EQUIPMENT LAYOUT

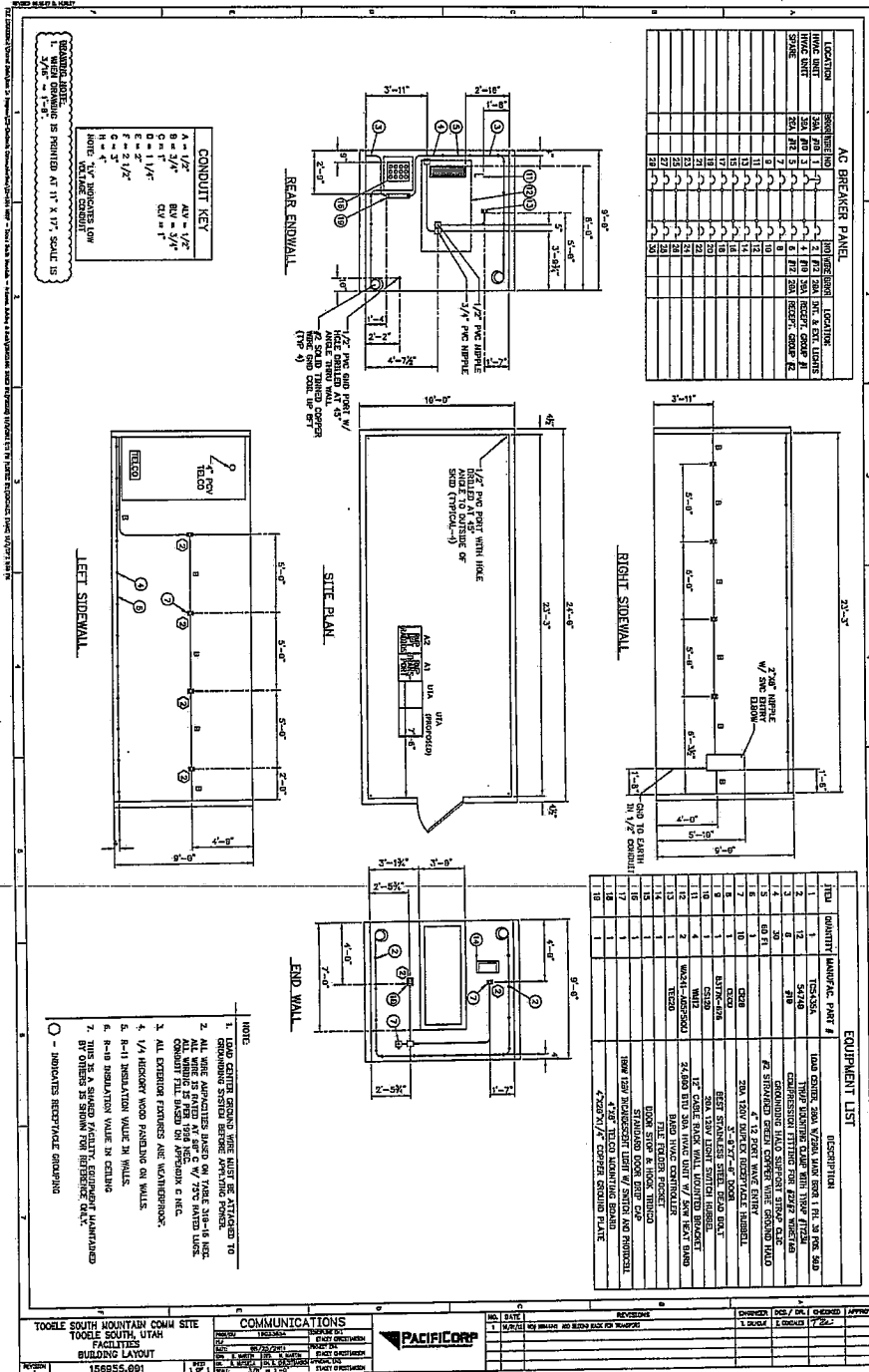


EXHIBIT B
INSURANCE FORM



February 15, 2013

Tooele County
Wade Matthews
15 E 100 South
Tooele, UT 84074

RE: South Mountain Lease Agreement
Contract: 12-11-07

Dear Mr Matthews:

Please accept this letter as proof of insurance as required by our agreement.

The Utah Transit Authority (UTA) is a self-insured governmental entity. This insurance applies to all liability arising from UTA activities and property in UTA's care, custody and control. UTA will indemnify your organization to the extent that UTA is liable for damages arising from the above-referenced activity and within the limits specified by the Utah Governmental Immunity Act. Indemnity is limited to the actions or effects of UTA officers and employees that result in damage or loss to MeetGreen or other third parties.

The Utah Transit Authority is also fully self-insured with respect to automobile-related coverages. We meet the requirements for a self-insured entity as defined by the State of Utah and hold Certificate #8311. This insurance applies to vehicles used by UTA in the course of its business, to all owned and non-owned vehicles.

UTA is also self-insured for Worker's Compensation and Employer's Liability risks.

Any claims that may arise can be made to UTA in accordance with current State statute.

Questions may be directed to me.

Sincerely,
UTA Office of General Counsel
Claims and Insurance

A handwritten signature in black ink, appearing to read "David C. Pitcher", is written over a horizontal line.

David C. Pitcher, ARMP, AIC
Claims and Insurance Manager
(801)287-4671

UTAH TRANSIT AUTHORITY