

Attachment - D
Lease Agreement (redacted)

TELECOMMUNICATIONS EQUIPMENT GROUND LEASE AGREEMENT

THIS TELECOMMUNICATIONS EQUIPMENT GROUND LEASE AGREEMENT (the "Lease") is made and entered into this 5th day of May, 2024 (the "Lease Date") by and between **Jordan School District**, ("Landlord") and **All West/Utah, Inc.**, ("Tenant").

SUMMARY OF FUNDAMENTAL LEASE TERMS

This Summary of Fundamental Lease Terms is for ease of reference only. In the event of any conflict between any Fundamental Lease Terms and the remainder of this Lease, the remainder of this Lease shall in all instances be controlling.

Landlord: Jodan School District

Tenant: All West/Utah, Inc.
Tenant Notice Address: 50 West 100 North, Kamas, UT 84036, Attn: Matt Weller
Leased Premises Address: See Attachment Exhibit "A"
Rent Commencement: per Section 2a.
Initial Term: [REDACTED]
Renewal Terms: [REDACTED]
Permitted Use: Telecommunications equipment cabinet and transmission facilities, per Section 6 below at Herriman High School.

Rent: [REDACTED]
Rent Payment Address: Jordan School District
Attn: Accounts Receivable
7387 South Campus View Drive
West Jordan, UT 84084

Landlord Notice Address: [REDACTED]
Business Administrator
Jordan School District
7387 South Campus View Drive
West Jordan, UT 84084

COMPLETE LEASE TERMS

FOR AND IN CONSIDERATION of the rents to be paid hereunder, and of the mutual terms, provisions, covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, Landlord does hereby lease unto Tenant and Tenant lease from Landlord the Leased Premises identified hereinafter for the Term and rents identified hereinafter, and upon and subject to the other terms, conditions and provisions set forth hereinafter:

- Leased Premises. The Leased Premises consists of a tract of land located within the property of the Landlord at Herriman High School (the "Landlord Property"). The location and dimensions of the Leased Premises upon the Landlord's Property are depicted more fully on Exhibit "A" attached hereto and incorporated herein.
- Term.
Lease with 6-month inspection:
 - Inspection Period. For a period of up to six (6) months commencing with the full execution of this Lease (the "Inspection Period"), the Tenant and its agents, engineers, surveyors, and other representatives shall have the right to enter upon the Leased Premises to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leased Premises, to apply for and obtain all licenses and permits required for Tenant's use of the Leased Premises from all applicable governmental or regulatory entities

("Governmental Approval"), and otherwise to do those things on or off the Leased Premises that, in the reasonable opinion of Tenant, are necessary to determine the physical condition of the Leased Premises, the environmental history of the Leased Premises, Landlord's title to the Leased Premises and the feasibility or suitability of the Leased Premises for Tenant's Permitted Use, all at Tenant's expense ("Inspections"). Tenant may terminate this Lease at any time during the Inspection Period by written notice to Landlord. In the event of such termination, neither Landlord nor Tenant shall have any further obligation or liability under this Lease except as otherwise provided herein.

- b. Initial Term. The Initial Term of this Lease shall commence upon the Tenant's satisfactory completion of Inspections (the "Commencement Date"). The Term of this Lease shall extend from the Commencement Date for an Initial Term of five (5) years thereafter (the "Initial Term") and for such successive Renewal Terms as are hereinafter granted by Landlord and exercised by Tenant.
3. Renewal Terms. Provided Tenant is not in default (past the expiration of applicable notice and cure periods) at the expiration of the Initial Term or at the expiration of the initial Renewal Term (as the case
Initial Term or to the expiration of the Renewal Term (as the case may be).
4. Lease Fee. In consideration of Landlord entering into this Lease with Tenant, Tenant shall pay to Landlord
5. Title and Quiet Possession. Landlord warrants and covenants to Tenant that it is vested with fee simple title to the Leased Premises, subject to all record easements, rights of way, restrictions, covenants and conditions of title and such matters as would be revealed by a current accurate survey, title examination and inspection of the Leased Premises as of the date of this Lease. So long as Tenant shall pay all rents and observe and perform all covenants and provisions hereof, Tenant shall peacefully and quietly have and enjoy possession of the Leased Premises without any encumbrance or hindrance by, from or through Landlord, except that Landlord shall have the right to enter upon the Leased Premises at any time for inspection purposes so long as such entry shall in no way disrupt or interfere with the operation of the Equipment (as defined below). Landlord shall give Tenant reasonable prior notice of any proposed inspection in order that a representative of Tenant may accompany Landlord, except in case of an emergency, in which case no prior notice to Tenant shall be required.
6. Use and Condition of Leased Premises. Tenant accepts the Leased Premises in its AS IS – WHERE IS condition. The Leased Premises shall be used for the sole purpose of (a) installation, operation, maintenance, repair, and/or replacement of telecommunications equipment and transmissions facilities (the "Equipment") to be installed by Tenant upon the Leased Premises in connection with Tenant's operation of a fiber optic telecommunications system, and (b) for the storage of tools, parts, replacement Equipment, fiber reels, and other telecommunications-related equipment (collectively the "Permitted Use").
7. Ownership of Equipment. The Equipment is and shall be Tenant's sole property and shall be removed by Tenant from the Leased Premises within thirty (30) days after the effective date of the expiration or earlier termination of this Lease.
8. Permit Notification. In conjunction with Tenant's commencement of any permit application submittals for the Equipment, Tenant shall submit to Landlord such information as Landlord shall request, including without limitation proposed Equipment location, size, elevations, dimensions, height, materials, colors, exterior appearance, and telecommunications system routing. Furthermore, in the event that Tenant shall

elect at any time during the Term to replace any of the Equipment in any material respect, Tenant shall submit to Landlord, prior to Tenant's commencement of any permit application submittals for the replacement or modification of the Equipment, such information as Landlord shall request with respect thereto, including without limitation proposed Equipment replacements, modifications, location, size, elevations, dimensions, height, materials, colors, exterior appearance, and electrical service routing.

9. Permitting. Tenant, at its cost, shall apply for all governmental permits necessary for the construction, installation, and operation of the Equipment. Landlord shall reasonably cooperate in all Tenant applications for permits for the construction, installation, and operation of the Equipment, so long as the Landlord shall incur no liability or cost thereby.
10. Access. The Leased Premises shall include a non-exclusive appurtenant leasehold right and license for purposes of (a) vehicular and pedestrian access to and from the Leased Premises, (b) installing electrical power and back-up power systems to the Leased Premises, and (c) installing diverse fiber optic conduit points of entry from the nearest public right-of-way to and from the Leased Premises, all to be at such locations over, under, upon and across such portions of the Landlord Property as Landlord shall designate from time to time. The Tenant shall have unrestricted access to the Leased Premises.
11. Electrical Service. Tenant shall arrange at its sole cost and expense for all electrical power service to the Equipment to be separately installed and metered in Tenant's name alone, subject to the right of Landlord to approve, in its reasonable discretion, the location and manner of such installation.
12. Equipment Installation. Landlord grants to Tenant the right to enter upon the Landlord Property for the purposes of installing the Equipment on the Leased Premises, so long as such entry, installation shall not unreasonably interfere with (a) the conduct of Landlord's business upon the Landlord Property, and (b) access to the Landlord Property. The installation of the Equipment upon the Leased Premises shall be carried out in a good and workmanlike manner, in compliance with all normal and customary safety precautions, and with a duly secured work site. Any general contractor hired by Tenant to install the Equipment shall carry public liability insurance coverage with an insurance company reasonably acceptable to Landlord, in One Million and no/100 (\$1,000,000.00) Dollars single limits coverage and Four Million and no/100 dollars (\$4,000,000.00) aggregate coverage, with Landlord named as additional insured on an endorsement to the policy. In the event that any mechanic's lien or similar lien is filed against or attaches to the installation, servicing, maintenance or operation of the Equipment upon the Landlord Property, Tenant shall bond or secure the record discharge of such lien from the Landlord Property within thirty (30) days after the filing or attachment of such lien to the Landlord Property. To the extent that any construction, installation of the Equipment entails trenching or any other physical damage or disturbance to any improvements and/or landscaped areas upon any portion of the Landlord Property, Tenant shall promptly repair or restore such damaged or disturbed improvements and/or landscaped areas to a condition comparable or superior to that existing immediately prior to such damage or destruction.
13. Maintenance. Tenant shall at all times, at Tenant's sole cost and expense, maintain the Equipment and the Leased Premises in good and clean condition and repair, in accordance and compliance with all applicable laws and regulations applicable to Tenant's particular manner of use of the Leased Premises, with all applicable permits and governmental approvals, and with all requirements of this Lease. All maintenance of the Equipment upon the Leased Premises shall be carried out in a good and workmanlike manner, in compliance with all normal and customary safety precautions.
14. Early Termination. Either Party shall have the right at any time to terminate this Lease, provided the terminating party sends to the other party one hundred twenty (120) days prior written notice of such intent

to terminate ("Early Termination Notice"). Upon receipt of the Early Termination Notice, Tenant shall owe Lease Fees prorated through the date of Termination.

15. Condition at Surrender. At the expiration or other termination of this Lease, Tenant agrees to surrender and deliver up the Leased Premises in good and clean condition, comparable or superior to the condition of the Leased Premises as of the Lease Date and coordinated with the immediately surrounding Landlord Property, normal wear and tear and damage by the elements excepted. Tenant at its sole cost shall remove the Equipment, any base or foundation of the Equipment, and all of Tenant's tools, parts and replacement Equipment from the Leased Premises at or prior to surrender of the Leased Premises to Landlord. Tenant at its sole cost shall repair and restore all damage to the Leased Premises and the Landlord Property occasioned by Tenant's removal of the Equipment, and Equipment base or foundation, and all of Tenant's tools, parts, and replacement Equipment from the Leased Premises. Should Tenant fail to remove the Equipment, Equipment base or foundation, and all of Tenant's tools, parts and replacement Equipment from the Leased Premises at or prior to delivery of the Leased Premises back to Landlord, Landlord at its sole option, may in addition to any other rights or remedies available to Landlord hereunder, or law, or in equity, compel the removal of the Equipment, Equipment base or foundation, and all of Tenant's tools, parts and replacement Equipment from the Leased Premises at Tenant's sole cost by specific performance.
16. Indemnification. Tenant agrees to and shall indemnify and hold Landlord harmless from and against any and all liabilities, judgments, demands, causes of action, claims, losses, damages, costs and/or expenses, including reasonable attorneys' fees, to person or property arising out of or resulting from any negligence or willful misconduct of the Tenant or its agents, employees, or workmen in the inspection of the Leased Premises pursuant to Section 2(a), design, construction, installation, operation, maintenance, servicing, repair or removal of the Equipment. In the event that any action or proceeding is brought against Landlord for which Tenant is obligated to indemnify or defend Landlord pursuant to this Section, Tenant, upon notice from Landlord, shall defend such action or proceeding by counsel reasonably acceptable to Landlord.
17. Insurance. Tenant shall procure and maintain throughout the Term of this Lease at its sole cost and expense and, as applicable, shall compel its general contractor and any major subcontractors to procure and maintain throughout the course of any construction, installation, servicing, maintenance, repair or removal of the Equipment during the Term of this Lease, at the sole cost and expense of Tenant or such general contractor or material subcontractor, the following insurance coverages: (1) workmen's compensation insurance in such amount(s) as shall comply with all state statutorily mandated coverages required under applicable law, and (2) comprehensive general liability and property damage insurance for personal/bodily injury, death, and property damage liability (including completed operations and contractual liability) in the amount of One Million Dollars (\$1,000,000.00) combined single limits, on an occurrence basis, and Four Million and no/100 dollars (\$4,000,000.00) aggregate coverage, with Landlord named as additional insured on an endorsement to the policy, insuring against all liability of Tenant, its employees, agents and contractors with respect to the Leased Premises, arising out of or resulting from the Equipment and/or Tenant's activities upon the Leased Premises.
18. Assignability. This Lease is assignable by Landlord and shall inure to the benefit of and shall be binding upon the Landlord's successors and assigns. Tenant shall not assign or transfer this Lease without the written consent of the Landlord, which consent will not be unreasonably withheld or conditioned or unduly delayed; except that Tenant shall have the right to assign this Lease without Landlord's prior written consent to (i) any entity controlled, controlling or under common control with Tenant, (ii) a purchaser of all or substantially all of the assets of Tenant, or (iii) any entity into which Tenant is merged or consolidated.
19. Subleases. Tenant shall have the right to sublease all or any portion of the Leased Premises, and/or any portion of the Equipment for any purpose consistent with the Permitted Use under the Lease with the prior

written consent of Landlord, not to be unreasonable withheld, conditioned, or delayed. Tenant shall remain fully and unconditionally liable to Landlord under this Lease, notwithstanding any sublease of all or any portion of the Leased Premises, and/or any portion of the Equipment.

20. Eminent Domain. Landlord and Tenant shall each give immediate written notice to the other party of its receipt of any notification of the exercise of the power of eminent domain that affects the Leased Premises. In the event the Leased Premises, or any portion of the Landlord Property that may encompass the Leased Premises, is condemned or taken as a result of the exercise of the power of eminent domain by any governmental entity having jurisdiction thereof, this Lease shall terminate as of the effective date of such condemnation or taking, and Tenant at its sole cost shall remove the Equipment from the Leased Premises. In such event, Landlord alone shall be entitled to all compensation from the condemning authority attributable to the real property that may encompass the Leased Premises; provided only that Tenant shall be entitled to seek separate compensation from the condemning authority (to the extent allowable by law) for any residual value of the Equipment and for any compensable loss of revenues therefrom.
21. Taxes. Tenant shall pay all property taxes and assessments that may become due upon or with respect to the Equipment. Landlord shall be responsible for the payment of all property taxes and assessments attributable to the underlying land that comprises the Leased Premises.
22. Compliance with Law. Tenant shall construct, install, operate, service, maintain, and repair the Equipment in full compliance with all applicable laws, ordinances, regulations, and governmental rules and regulations, together with all recorded covenants, restrictions and easements. In the event that Tenant shall be unable to obtain all necessary governmental permits, consents and approvals to enable Tenant to complete the initial construction, installation, maintenance and operation of the Equipment, then Tenant shall have the right to terminate this Lease without further liability to Landlord upon written notice of termination to Landlord prior to the end of the Inspection Period.
23. Environmental Matters. Tenant will not permit any contamination, dumping or other environmental waste to be left, stored, disposed, or released in or on the Leased Premises or the Landlord Property. Additionally, Tenant will not create, exacerbate or cause any "Environmental Condition" (as defined below) on or about the Landlord Property or the Leased Premises. For purposes of this Agreement, "Environmental Condition" means (a) contamination or pollution of soil, air, surface or groundwater, (b) the disposal, placement, existence, presence or release or threat of release of a "Hazardous Material" (as defined below) and the affects thereof, or (c) noncompliance with or violation of "Applicable Law" (as defined below) including, without limitation, any lack of required governmental permits or approvals. "Hazardous Material" means (x) any substance, the presence of which requires investigation, remediation, or other response or corrective action under Applicable Law, or (y) any substance which is defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to Applicable Law, or (z) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons. "Applicable Law" means all existing federal, state or local laws, common law, statutes or regulations, including, without limitation, those relating to the protection of human health and safety, protection of the environment, or prevention of pollution. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that Tenant will be permitted to have sealed batteries on the Leased Premises.
24. Notices. Except as expressly provided otherwise herein, all notices, requests, demands and other communications allowed, made or required to be made pursuant to the terms of this Lease shall be in writing and shall be deemed to be given or made when personally delivered (including personal delivery by Federal Express or other nationally recognized overnight private courier service) or three (3) business days after being deposited in the United States mail, registered or certified, postage prepaid, return receipt requested, or the next business day when given by fax or email to such fax and email addresses that may be furnished by one party to the other in writing for such purposes (provided that any fax or email delivery shall be followed within one business day thereafter by one or the other permitted means of physical delivery). Notices required or permitted hereunder shall be addressed in any such event to the party to

whom such communication is directed at the Notice address as is set forth herein for such party or at such other address as may hereafter be designated in writing by either party hereto.

25. Governing Law; Consent to Jurisdiction. The parties agree that this Lease shall be governed and construed in accordance with the laws of the State of Utah. Any action or proceeding relating to this Lease shall be brought in and subject to the jurisdiction of any state or federal court of competent jurisdiction of the State of Utah.
26. Severability. Landlord and Tenant agree that each paragraph of this Lease is severable from the remainder. If any portion of this Lease shall be void or unenforceable, the remainder of the Lease shall continue in full force and effect to the extent allowable by law.
27. Default. The occurrence of any of the following events shall constitute an event of default under this Lease: (a) the failure of Tenant to pay when due any installment of rent or additional rent within five (5) days of the due date thereof, and such failure is not cured within five (5) business days following written notice thereof from Landlord to Tenant, or (b) the failure of Tenant to fulfill any other term, covenant, condition, requirement or provision of this Lease within thirty (30) days following written notice of such failure to Tenant.
28. Remedies. In the event of any default under this Lease, after expiration of any applicable notice and cure periods, the non-defaulting party may exercise any of the rights and remedies available at law, or in equity.
29. Attorneys' Fees and Costs. Should either party bring an action pertaining to this Lease against the other party, whether at law, in equity, or by arbitration, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, investigation costs, fees of experts, re-leasing and brokerage fees, and other reasonable legal fees and court costs incurred by the prevailing party in such action.
30. Entire Agreement. The parties agree that there are no prior or contemporaneous agreements with respect to the subject matter of this Lease. This Lease, and the leasehold rights contained herein, run with the Landlord Property for the duration of the Term of this Lease. Tenant may record a Memorandum of this Lease containing such terms as shall be reasonably acceptable to Landlord, which Landlord hereby agrees to sign at Tenant's request. This Lease embodies the entire agreement between the parties and may not be modified in any respect, except in writing, signed by the parties hereto.
31. Waiver of Consequential Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY CIRCUMSTANCES TO THE OTHER PARTY FOR SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY OR OTHER SIMILAR DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, BY STATUTE, IN TORT OR CONTRACT.

IN WITNESS WHEREOF, the parties have hereunto executed these presents the day and year first above written.

Dated this 1st day of May, 2024.

LANDLORD:

By:
Title:


John Larsen **OR**
Business Administrator

Dated this 5 day of May, 2024.

TENANT:
All West/Utah, Inc.

By:
Title:

Matt Weller
CEO

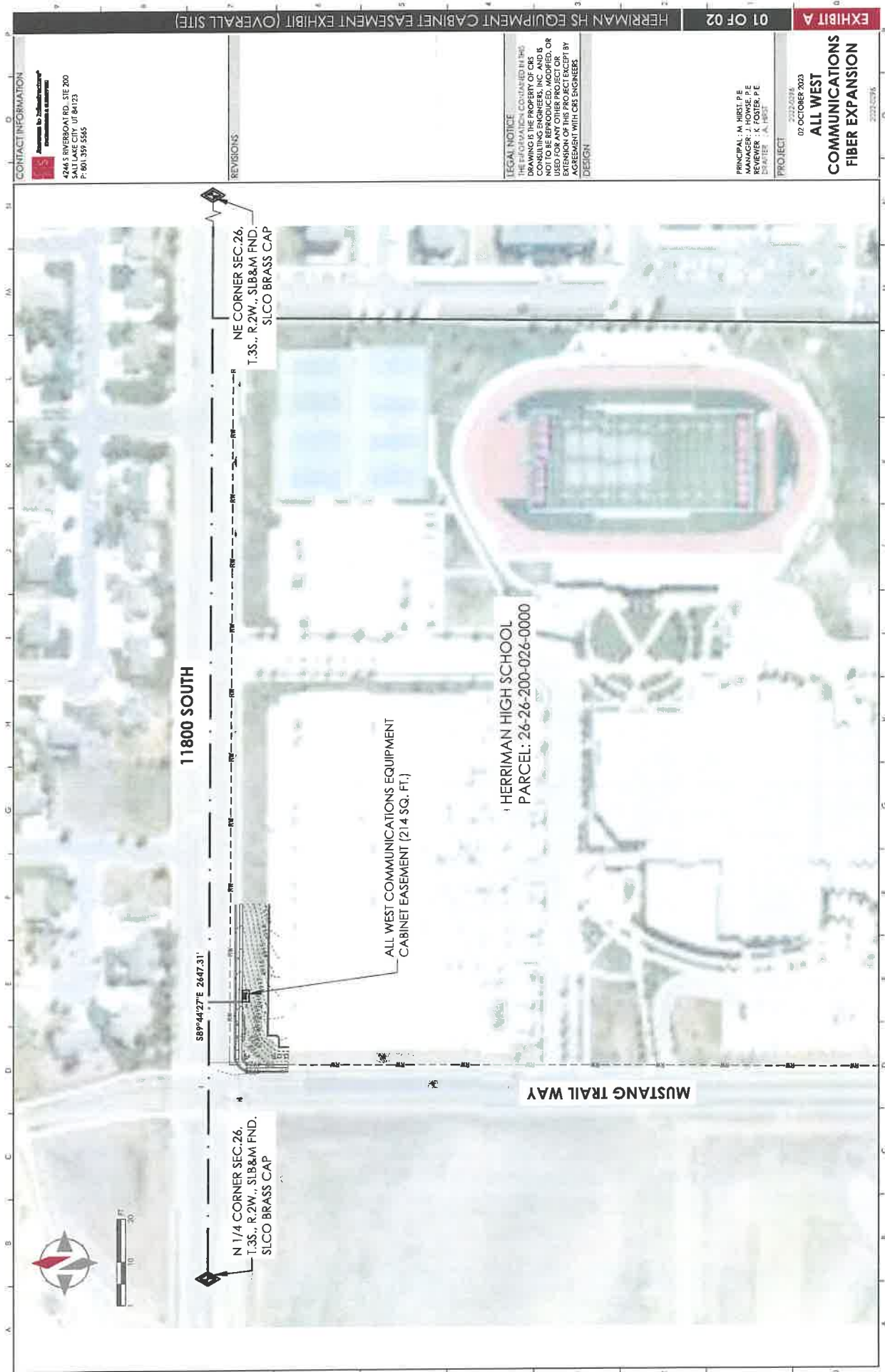
DocuSigned by:

Matt Weller
48C9985EB03D4F5...

5/15/2024

Exhibit A

To be attached separately and made a part hereto



CONTACT INFORMATION

 American Fiber Infrastructure
Infrastructure & Services

4244 S RIVERBOAT RD., STE 200
SALT LAKE CITY, UT 84123
P: 801.359.5565

REVISIONS

LEGAL NOTICE

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DESIGN

PROJECT

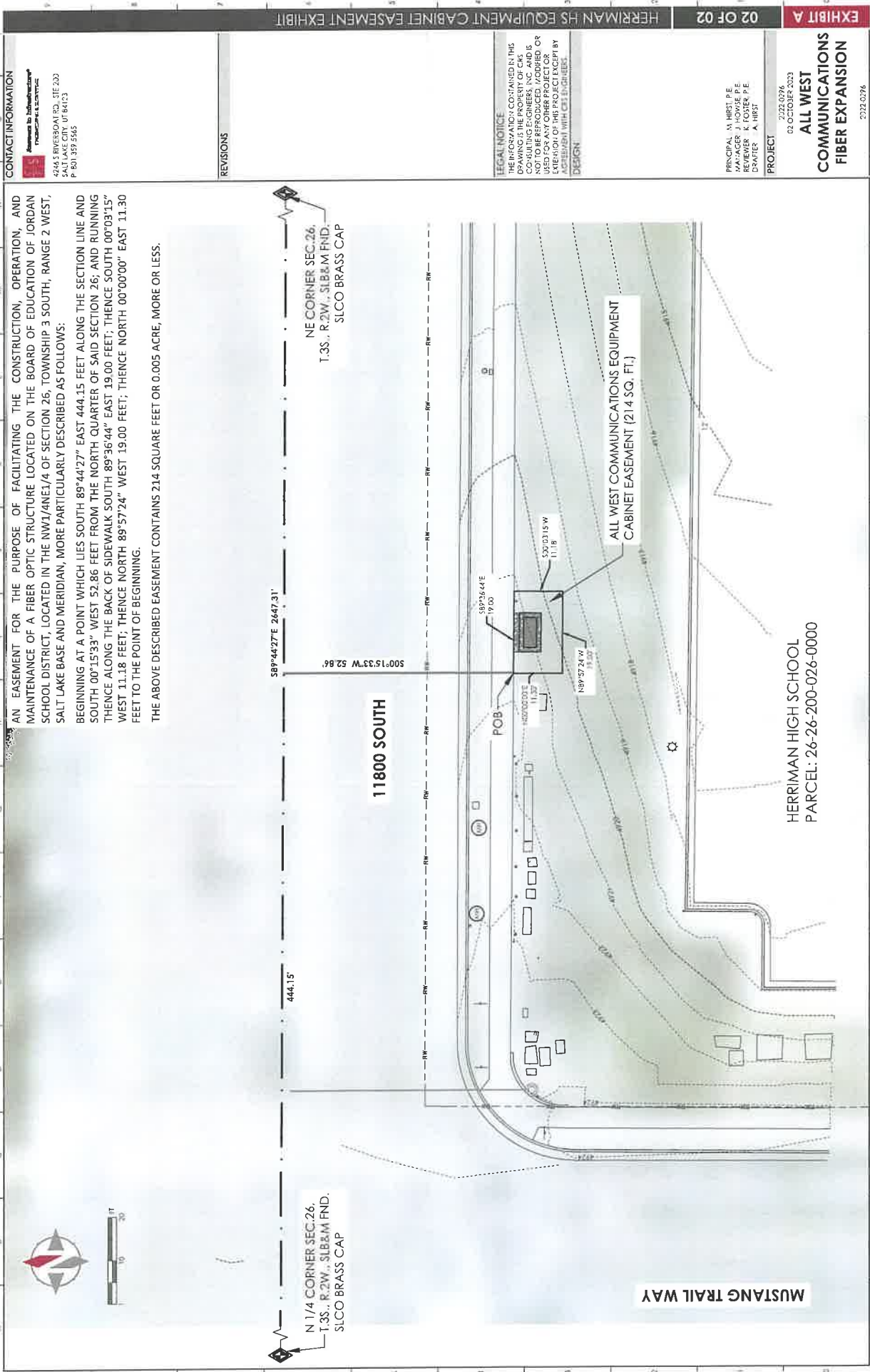
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ALL WEST COMMUNICATIONS FIBER EXPANSION
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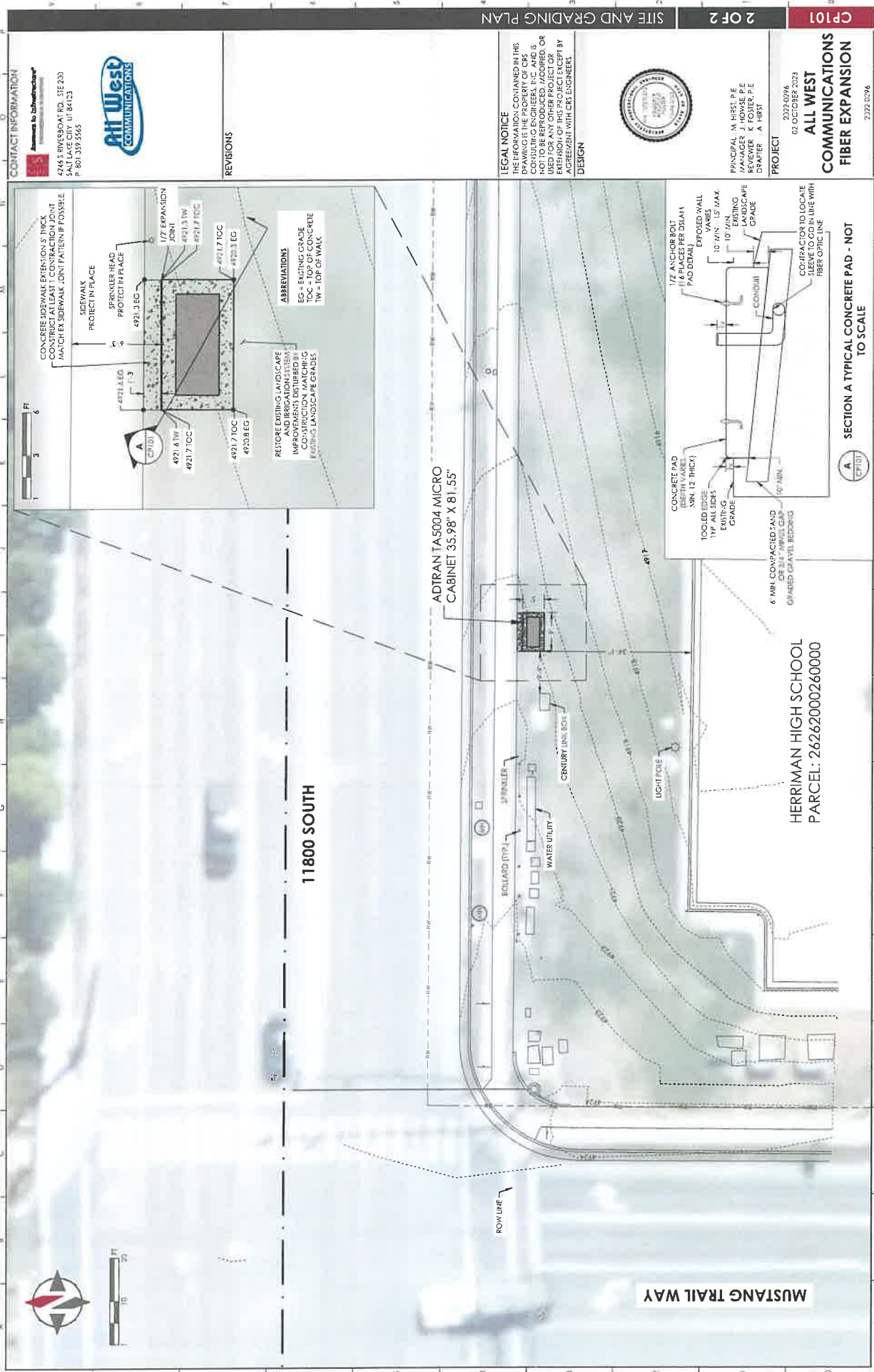
01 OF 02

HERRIMAN HS EQUIPMENT CABINET EASEMENT EXHIBIT (OVERALL SITE)

EXHIBIT A

PRINCIPAL: M. WEST, P.E.
MANAGER: J. HOWSE, P.E.
REVIEWER: K. FOSTER, P.E.
DRAWN BY: A. HOSK





HERRIMAN DSLAM 1 EASEMENT

AN EASEMENT FOR THE PURPOSE OF FACILITATING THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A FIBER OPTIC STRUCTURE LOCATED ON THE BOARD OF EDUCATION OF JORDAN SCHOOL DISTRICT, LOCATED IN THE NW1/4NE1/4 OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH LIES SOUTH 89°44'27" EAST 444.15 FEET ALONG THE SECTION LINE AND SOUTH 00°15'33" WEST 52.86 FEET FROM THE NORTH QUARTER OF SAID SECTION 26; AND RUNNING THENCE ALONG THE BACK OF SIDEWALK SOUTH 89°36'44" EAST 19.00 FEET; THENCE SOUTH 00°03'15" WEST 11.18 FEET; THENCE NORTH 89°57'24" WEST 19.00 FEET; THENCE NORTH 00°00'00" EAST 11.30 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 214 SQUARE FEET OR 0.005 ACRE, MORE OR LESS.