

When Recorded Return To:
State of Utah, School and Institutional
Trust Lands Administration
Attn: Development
675 E. 500 S., Suite 500
Salt Lake City, Utah 84102

DOC # 20110005196

Assignment Page 1 of 7
Russell Shirts Washington County Recorder
02/17/2011 11:42:13 AM Fee \$ 0.00
By SITLA



ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT (the "Assignment") is made as of the 1st day of February, 201~~1~~, by and between BROADWEAVE NETWORKS OF UTAH, LLC, a Utah limited liability company (the "Assignor"), and VERACITY NETWORKS, LLC, a Delaware limited liability company authorized to do business in the State of Utah (the "Assignee"), with reference to the facts set forth below.

WHEREAS, Assignor and Broadweave Networks of St. George LLC, a Utah limited liability company, are the current licensees under that certain License Agreement, dated November 17, 2005, by and between said licensees and the State of Utah acting by and through the School and Institutional Trust Lands Administration ("Licensor"), as licensor; and

WHEREAS, the License Agreement is for a fiber optic system in the Sienna Hills Master Planned Community in Washington City, Utah; and

WHEREAS, the real property subject to the License Agreement is more particularly described on Exhibit A attached hereto; and

WHEREAS, Assignor intends to assign to Assignee, and Assignee intends to assume from Assignor, all of Assignor's right, title, interest and obligation under the License Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all right, title, and interest of Assignor under the License Agreement.
2. Assumption. Assignee hereby assumes and agrees to perform all the terms, covenants, conditions and obligations of Assignor under the License Agreement from and after the date hereof. Pursuant to the terms of Section 10.6 of the License Agreement, Assignee shall be jointly and severally liable for the performance of Assignor's obligations under the License Agreement.
3. Consent. Pursuant to Article 10 of the License Agreement, the consent of the Licensor is required in connection with the assignment of Assignor's interests in the License Agreement. This Assignment shall not be effective unless and until Licensor has provided written consent to this Assignment of Licensor's interests in the License Agreement.

4. No Release of Assignor. Pursuant to the terms of Article 10.5 of the License Agreement, no consent by Licensor to an assignment by Assignor shall relieve Assignor of any obligation to be performed by Assignor under the License Agreement, whether arising before or after this Assignment.

5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

6. Additional Documents. The parties hereby agree to execute such additional instruments or documents as may be necessary in order to give effect to the intentions of the parties as evidenced by this Assignment.

7. Authority. Each of the parties signing this Assignment hereby warrants and represents that it has the full legal power, authority and right to execute, deliver and perform the obligations under this Assignment, that this Assignment has been duly authorized by all requisite actions on the part of such warranting party, and that no remaining action or third party action is required to make this Assignment binding upon such party.


8. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State of Utah.

9. Counterparts. This Assignment may be executed in any number of counterparts, each of which, when so executed and when delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of License Agreement as of the day and year first set forth above.

ASSIGNOR: **BROADWEAVE NETWORKS OF UTAH, LLC**
a Utah limited liability company

By: 
Name: Scott D. Nelson
Its: President & COO

ASSIGNEE: **VERACITY NETWORKS, LLC**
a Delaware limited liability company

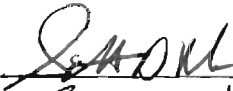
By: 
Name: Scott D. Nelson
Its: President & COO

EXHIBIT A

Property Subject to License Agreement

License Parcel Description:

Beginning at the Northeast Corner of Section 12, Township 42 South, Range 15 West, Salt Lake Base and Meridian, thence along the East Section line of said Section 12 South $01^{\circ}01'55''$ West 1334.15 feet to the South line of sectional Lot 1 of Section 7, Township 42 South, Range 14 West; thence along said South line of said Lot 1 South $88^{\circ}56'32''$ East 1279.07 feet to the East line of said Lot 1; thence along the East line of said Lot 1 North $00^{\circ}20'40''$ East 1336.06 feet to the North line of said Section 7; thence along said section line South $89^{\circ}01'27''$ East 718.11 feet to a point on the Westerly boundary line of the Coral Canyon Development Lease Boundary as described in Development Lease No. 610, dated June 30, 1999, between SunCor Development and The State of Utah, as to which a Memorandum of Lease was recorded July 2, 1999, as Entry No. 00653936, in Book 1339, beginning at page 1451 in the office of the Washington County Recorder, in said county, in the State of Utah; thence along said boundary line in the following eighteen (18) courses: South $13^{\circ}27'52''$ East 860.98 feet; thence South $13^{\circ}25'06''$ East 477.18 feet; thence South $04^{\circ}14'38''$ East 576.08 feet; thence South $46^{\circ}25'46''$ East 171.31 feet; South $40^{\circ}28'45''$ East 327.21 feet; thence South $22^{\circ}11'51''$ East 213.85 feet; thence South $07^{\circ}08'12''$ West 258.29 feet; thence South $37^{\circ}11'51''$ West 162.48 feet; thence South $21^{\circ}32'45''$ West 243.06 feet; thence South $36^{\circ}08'23''$ West 220.08 feet; thence South $29^{\circ}42'15''$ West 384.05 feet; thence South $38^{\circ}36'53''$ West 411.12 feet; thence South $20^{\circ}53'13''$ West 539.79 feet; thence South $21^{\circ}28'02''$ West 447.91 feet; thence South $07^{\circ}20'31''$ West 477.09 feet; thence South $14^{\circ}28'10''$ West 304.43 feet; thence South $23^{\circ}37'27''$ West 360.25 feet; thence South $07^{\circ}27'02''$ West 362.75 feet to a point on the arc of a curve concave to the left, said curve having a radius of 918.02 feet, from which the radius point bears South $43^{\circ}36'41''$ East; said point also being on the northerly right-of-way line of Telegraph Road, thence along said Telegraph Road right-of-way in the following nine (9) courses: Southwesterly 18.10 feet along the arc of said curve through a central angle of $01^{\circ}07'46''$; thence North $44^{\circ}44'27''$ West 35.00 feet, thence South $45^{\circ}15'33''$ West 212.75 feet to the point of curvature of a curve concave to the right, said curve having a radius of 966.29 feet, thence Southwesterly 519.06 feet along the arc of said curve through a central angle of $30^{\circ}46'38''$ to the point of tangency; thence South $76^{\circ}02'12''$ West 471.30 feet to the point of curvature of a curve concave to the left, said curve having a radius of 953.02 feet, thence Southwesterly 682.74 feet along the arc of said curve through a central angle of $41^{\circ}02'47''$ to the point of tangency; thence South $34^{\circ}59'24''$ West 528.62 feet to the point of curvature of a curve concave to the right, said curve having a radius of 1786.48 feet, thence Southwesterly 649.44 feet along the arc of said curve through a central angle of $20^{\circ}49'43''$ to a point from which the radius point bears North $34^{\circ}10'53''$ West, said point also being on the East Line of the West Half of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter (W1/2NW1/4NE1/4SE1/4), said line also being the West East East 256th line of Section 13 Township 42 South, Range 15 West; thence along said East line South $00^{\circ}53'32''$ West 886.75 feet to North line of the South Half of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter (S1/2SW1/4NE1/4SE1/4), said line also being the South North South 256th line of said Section 13; thence along said North line North $89^{\circ}14'49''$ West 331.40 feet to the West line of the East Half of the Southeast Quarter (E1/2SE1/4), said line also being the East 16th line of said Section 13; thence along said West line South $00^{\circ}53'41''$ West 666.89 feet to the

North line of the South Half of the Northeast Quarter of the Southwest Quarter of the Southeast Quarter (S1/2NE1/4SW1/4SE1/4) said line also being the North South South 256th line of said Section 13; thence along said North line North 89°20'57" West 1325.72 feet to the Center Section Line of Section 13 Township 42 South, range 15 West; thence along said center section North 00°54'18" East 4301.17 feet to the South Quarter Corner of said Section 12; thence along the Center Section line of said Section 12 North 01°05'21" East 1348.50 feet to the South 1/16th line of said Section 12, thence North 88°00'59" West 565.95 feet to a point of non-tangent of a 1500.00 foot radius curve to the left, of which the radius point bears South 29°21'57" East; thence Southwesterly 337.36 feet along said curve through a central angle of 12°53'10", from which the radius point bears South 42°15'07" East; thence North 88°00'59" West 653.04 feet; thence North 08°55'05" West 210.09 feet to a point on the said North property line of said property, said point also being on the South 1/16th line of said Section 12, thence North 88°00'59" West 528.39 feet to a point being on the Southerly right-of-way line of Interstate 15; thence along said right-of-way line in the following ten(10) courses: North 68°08'24" East 649.09 feet to an existing right-of-way monument; thence North 68°12'09" East 305.40 feet to an existing right-of-way monument; thence North 64°21'52" East 706.98 feet to an existing right-of-way monument; thence North 59°19'21" East 520.88 feet to an existing right-of-way monument; thence North 53°42'03" East 517.13 feet to an existing right-of-way monument; thence North 48°43'20" East 517.03 feet to an existing right-of-way monument; thence North 43°58'18" East 512.61 feet to an existing right-of-way monument; thence North 39°46'41" East 233.39 feet to an existing right-of-way monument; thence North 39°02'42" East 912.72 feet to an existing right-of-way monument; thence North 39°02'55" East 1351.82 feet to the North Section Line of said Section 12; thence along said section line South 88°43'57" East 67.05 feet to the point of beginning.

Contains 742.28 acres.

Less and Excepting:

1. A parcel of land in fee for the Interstate 15 Northbound Mile Post 13 ramps, known as Project No. *SP-15-1(20)13, described in State of Utah Patent No. 19639 with Exhibit A labeled as Parcel No. 15-1:1:A. Encloses 5.992 acres.
2. The area inside Washington Parkway Right-of-Way boundary as described in State of Utah Patent No. 19661 with Exhibit A. Encloses 16.07 acres.
3. The area inside the Telegraph Road Right-of-Way boundary, a 200 foot wide public roadway. Encloses 7.9 acres.

