

LICENSE AGREEMENT

THIS FIBER LEASE AGREEMENT ("Agreement") shall become effective as of the Closing Date of the Asset Purchase Agreement, as defined below (the "Effective Date"), by and between Provo City Corporation, a Utah municipal corporation ("City"), and Google Fiber Utah LLC, a Utah limited liability company ("Google Fiber").

WHEREAS, contemporaneous herewith, Google Fiber and City are entering into a certain Asset Purchase Agreement dated April _____, 2013 ("Asset Purchase Agreement"), whereby, among other things, the City agreed to sell and Google Fiber agreed to purchase certain "Acquired Assets," as such term is defined in the Asset Purchase Agreement,

WHEREAS, contemporaneous herewith, Google Fiber and City are entering into a Network Services Agreement dated April _____, 2013 ("Network Services Agreement") to provide for the terms and conditions upon which Google Fiber will provide high speed broadband Internet access services to certain City's public facilities and certain residents of Provo, free of charge,

WHEREAS, City desires and Google Fiber is willing to provide City an exclusive license to reasonably access and use certain portions of the Acquired Assets ("Licensed Assets") for the limited purposes and subject to the terms and conditions set forth in this Agreement,

NOW THEREFORE, in consideration of the mutual promises set forth below and in the Asset Purchase Agreement, the parties hereby agree as follows:

1. Definitions.

- (a) Unless otherwise defined in the Agreement, capitalized terms have the same meaning as that in the Asset Purchase Agreement or Network Services Agreement, as applicable.
- (b) "Affiliate" means any entity that now or in the future, directly or indirectly controls, is controlled with or by or is under common control with Google Fiber. For purposes of this definition, "control" shall mean, with respect to: (a) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof; or (b) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (c) any other entity, fifty percent (50%) or more ownership interest in said entity, or the power to direct the management of such entity.
- (c) "Confidential Information" is defined in Section 21 of this Agreement.
- (d) "Costs" means all actual, documented and reasonable on-site costs incurred and computed in accordance with: (i) the established accounting procedures used by Google Fiber to bill City for reimbursable projects, and (ii) generally accepted accounting principles. Such Costs include the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).
- (e) "Effective Date" is defined in the first paragraph of this Agreement.
- (f) "Force Majeure" is defined in Section 20 of this Agreement.

(g) "Licensed Assets" means:

- (1) The dedicated fibers selected by Google Fiber for City's exclusive use in support of governmental services ("City's Allocated Fibers") as shown on "Exhibit A" which exhibit is attached hereto and by this reference incorporated herein and made a part hereof; and
- (2) Collocation space ("Collocation Space") within Google Fiber's network operations center and the telecommunications huts listed in "Exhibit B" which exhibit is attached hereto and by this reference incorporated herein and made a part hereof, located within the City of Provo, Utah, that is designated by Google Fiber for exclusive use by City to reasonably support City's use of City's Allocated Fibers. Collocation space will be temperature-conditioned and include the following:
 - (a) Twenty (20) amp A/C circuit;
 - (b) Uninterruptible power supply to support fifteen minutes of uptime and protected by backup generator power; and
 - (c) Unless mutually agreed to otherwise in writing, at least one half of a standard secured networking rack. Google Fiber will use commercially reasonable efforts to expand rack space to include one full standard secured networking rack within two years of the Effective Date.

(h) "Renewal Term" is defined in Section 3 of this Agreement.

(i) "Taxes" include, but are not limited to, business and occupation, commercial, deaf, district, excise, high cost fund, lease, lifeline assistance, low income, occupational, privilege, Public Utility Commission, sales, telecommunications relay service, telephone assistance, universal service funding, use, utility user, value-added, 911, or other similar taxes, fees and surcharges as is or may be levied against Google Fiber.

2. License.

- (a) Effective on the Closing Date of the Asset Purchase Agreement, and subject to the requirements and processes set forth in Section 6 of this Agreement and the termination rights set forth in Section 13 of this Agreement, Google Fiber hereby grants to City a license ("License") for secure and exclusive access to and an uninterruptable right to use the Licensed Assets for the limited purposes of carrying out its obligations as a municipal corporation, including providing municipal electric services to its customers.
- (b) City may not sublease, assign or transfer the License or any rights granted hereunder except in connection with a sale of all or substantially all of its electric utility assets. Notwithstanding the above, nothing herein shall prevent City from using the Licensed Assets to provide services to the following entities: Provo School District, United Way, Wasatch Mental Health, the Utah Department of Transportation (UDOT), and Utah Valley University.
- (c) As between the parties, the Licensed Assets will remain the sole and exclusive property of Google Fiber, and nothing contained herein shall be interpreted to give or convey to City any property right, title or interest in such Licensed Assets, which will at all times be and remain Google Fiber's personal property notwithstanding that it may be or become attached to or embedded in realty.

3. Term.

The term of this Agreement shall begin on the Effective Date. Unless otherwise terminated in accordance with the provisions of this Agreement, the License granted to City by Google Fiber herein will continue for fifteen (15) years from the Effective Date (the "Initial Term"). Upon expiration of the Initial Term, the Agreement will renew for additional one-year terms (each a "Renewal Term") unless otherwise terminated in accordance with the provisions of this Agreement.

4. Payment of Fees

For the Initial Term, Google Fiber agrees to maintain the Licensed Assets at no cost to City. After the Initial Term, Google Fiber may require City to pay commercially reasonable fees associated with providing access, support, and maintenance of the Licensed Assets within forty-five (45) calendar days of Google Fiber providing City an invoice for such costs ("Due Date").

5. Taxes, Fees, Surcharges and Other Governmental Impositions.

- (a) City will pay any and all properly invoiced and applicable national, federal, state, county and local taxes, fees, surcharges and all other related charges that may be imposed or levied on City by any appropriate statute or regulation that provides the authority for the imposition of taxes, fees, surcharges and all other charges (collectively, "Taxes") with respect to City's access to and use of the Licensed Assets.
- (b) Google Fiber and City agree to make commercially reasonable efforts to cooperate with each other and coordinate their mutual efforts concerning audits, or other such inquiries, filings, reports, etc., as may relate solely to the provision, sale or use of purchases, activities or transactions arising from or under this Agreement, which may be required or initiated from or by Google Fiber, City or any duly authorized governmental authority.

6. Access and Use of the Licensed Assets.

- (a) To the extent commercially feasible, Licensed Assets must remain physically separated from non-Licensed Assets. At a minimum, this obligation includes separate patch panels for City access and use of City's Allocated Fibers. Google Fiber and City shall use commercially reasonable efforts to migrate City's use of the Licensed Assets to a separate fiber network.
- (b) City may not allow third parties to access or use the Licensed Assets without the express written consent of Google Fiber. This will not prevent City from providing services to the limited set of third-party entities identified in Section 2.b. Notwithstanding the foregoing, City's use of the Licensed Assets in providing services to such third-party entities will not, in any case, confer any rights to such parties as third-party beneficiaries.
- (c) Except in case of emergency, Google Fiber may not access Licensed Assets that are physically separate from non-Licensed Assets without being escorted by City or City's designee. City agrees to provide escorted access upon advance written request from 8 a.m. to 5 p.m., Monday through Friday. Google Fiber will request escorted access at least twenty-four hours in advance of any non-emergency requested access to the Licensed Assets. In case of emergency, City will provide Google Fiber access to the Licensed Assets as soon as reasonably practicable.
- (d) City may not access the Licensed Assets without being escorted by Google Fiber or Google Fiber's designee. Google Fiber agrees to provide escorted access upon advance written request from 8 a.m. to 5 p.m., Monday through Friday. City will request escorted access at least twenty-four hours in advance of any non-emergency requested access to the Licensed Assets. In case of emergency, Google Fiber shall provide City access to the Licensed Assets as soon as

reasonably practicable. The parties shall use commercially reasonable efforts to prepare for emergencies using commercially reasonable best practices.

- (e) City warrants that its use of the Licensed Assets shall comply with all applicable governmental codes, ordinances, laws, rules, regulations, and restrictions.
- (f) City shall not use the Licensed Assets in a way that interferes in any way with or adversely affects the use of the Acquired Assets by Google Fiber. In the event of interference caused by City's use or equipment, Google Fiber will provide notice and a reasonable amount of time for City to take reasonable steps to end the interference. If City is unsuccessful in doing so, Google Fiber may take reasonable steps to end the interference to the extent necessary and may charge the City for the reasonable costs of doing so. Notwithstanding the foregoing, City's access and use of the Licensed Assets will remain uninterrupted except as specified in Section 13.
- (g) The parties agree to cooperate with and support each other in complying with any requirements applicable to the Licensed Assets by any governmental or regulatory agency or authority. The parties agree to execute such further instruments as may be necessary or appropriate to carry out the intent of this Agreement.
- (h) City shall not cause or permit any part of the Licensed Assets to become subject to any mechanic's, materialman's, or vendor's lien, or any similar lien. If City breaches its obligations under this Section, it shall immediately notify Google Fiber in writing, and shall promptly take all steps needed to cause such lien to be discharged and released of record without cost to Google Fiber.

7. Maintenance.

City shall promptly notify Google Fiber of any matters pertaining to any damage or impending damage to or loss of the use of the Acquired Assets that are known to it and that could reasonably be expected to adversely affect the Acquired Assets.

8. Relocation.

Google Fiber will give City reasonable notice of any necessary relocation. City will cooperate in good faith with Google Fiber to facilitate such relocation.

9. Warranty.

EXCEPT AS OTHERWISE PROVIDED HEREIN, GOOGLE FIBER EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY BEYOND THE MANUFACTURERS' WARRANTY AS TO THE FITNESS OF ANY MATERIALS, EQUIPMENT OR ANY OTHER PART OR ALL OF THE LICENSED ASSETS.

10. Indemnification.

- (a) City shall indemnify and hold harmless Google Fiber, its employees, officers, directors, subcontractors and agents (the "Indemnitees") from and against all third-party liability, loss, cost, damage, expense or cause of action of any nature whatsoever (including, but not limited to, the infringement of any third-party intellectual property right and personal injury to the Indemnitees) together with expenses (including reasonable attorney's fees and court costs through appeal) to the extent caused by or resulting from the acts or omissions of City, its employees, subcontractors or agents.

- (b) In connection with such indemnification, Google Fiber will (a) promptly notify City in writing of any such claim and grant City control of the defense and all related settlement negotiations, and (b) cooperate with City, at City's expense, in defending or settling such claim; provided that if any settlement results in any ongoing liability to, or prejudices or detrimentally impacts Google Fiber, and such obligation, liability, prejudice or impact can reasonably be expected to be material, then such settlement shall require Google Fiber's written consent. In connection with any such claim, Google Fiber may have its own counsel in attendance at all public interactions and substantive negotiations at its own cost and expense.

11. Limitation of Liability.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR HARM TO BUSINESS. EACH PARTY HEREBY RELEASES THE OTHER PARTY, ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND AGENTS, FROM ANY SUCH CLAIM. GOOGLE FIBER'S LIABILITY FOR DAMAGES IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO AN AGGREGATE OF TWO MILLION U.S. DOLLARS (US\$2,000,000). THE LIMITATIONS SET FORTH IN THIS SECTION 11 SHALL NOT APPLY TO OBLIGATIONS RELATED TO SECTION 10 (INDEMNIFICATION) AND SECTION 21 (CONFIDENTIALITY).

12. Insurance.

During the Agreement Term, the parties shall maintain not less than the following insurance:

Type of Coverage	Amount of Coverage
Worker's Compensation Insurance	Statutory Amount
Employer's Liability Occupational Disease and Bodily Injury Insurance	\$2 million each accident \$2 million disease each employee \$2 million disease-policy limit
Commercial General Liability Insurance, combined single limit personal injury and property damage on an occurrence policy form	\$2 million per occurrence
Automobile Liability Insurance for owned, hired and non-owned autos	\$2 million combined single limit bodily injury/property damage

13. Default and Termination.

(a) Unless otherwise provided herein, a "default" shall include, but not be limited to, the following events: (i) a petition under any of the bankruptcy laws is filed by or against such party and, if involuntary, is not dismissed within sixty (60) days after it is filed; (ii) such party becomes insolvent or ceases to operate as a going concern; (iii) such party breaches any material term or provision of this Agreement which remains uncured beyond the time period provided herein for curing the default; (iv) such party makes a general assignment for the benefit of creditors; or (v) a receiver, whether temporary or permanent, is appointed for the property of such party or any part thereof.

(b) In the event of a default, the non-defaulting party must provide written notice of such default, including reasonable detail and an opportunity to cure the default (i) within sixty (60) days after receipt of such notice; or (ii) within twenty-four (24) hours for any default that causes (X)

material damage to the Network; (Y) a physical or Network security breach; or (Z) any interruption or degradation to the quality of the services provided by Google Fiber through the Network (each of the defaults referenced in Section 13(b)(ii) is referred to herein as a "Network Event").

(c) Upon the failure by the defaulting party to cure any material default in accordance with Section 13(b), the non-defaulting party may (i) take such actions as are commercially reasonably necessary to correct the default, at the expense of the defaulting party and (ii) pursue any legal remedies it may have under applicable law or principles of equity relating to such breach.

(d) City may terminate this Agreement at any time by providing sixty (60) days' advance written notice to Google Fiber.

(e) Google Fiber may temporarily suspend the City's physical access to the Colocation Space by providing written notice to the City in the event of a default caused by the negligence of the City or the City's representative that is not cured in accordance with the terms of this Agreement. The City's access may be suspended until such time that the default is cured by the City or Google Fiber, provided that any actions taken by Google Fiber shall be subject to the terms of this Agreement. In the event of a default caused by the repeated or similar negligent acts or omissions of the City or the City's representative ("Repeated Default"), Google Fiber may suspend the City's access to the Licensed Assets as described above. Immediately following the date such Repeated Default is cured, the City agrees that it shall meet with Google Fiber to identify the root cause of such Repeated Default and propose a reasonable written plan to prevent such Repeated Default from recurring (the "City Remediation Plan").

(f) Google Fiber may terminate this Agreement by providing written notice to the City in the event of any of the following:

- (i) a material incurable default under the terms of this Agreement caused by City or City's representative's gross negligence or willful misconduct;
- (ii) a default under the terms of this Agreement caused by City or City's representative's gross negligence or willful misconduct that causes a Network Event;
- (iii) in the event of any Repeated Default (as defined above) caused by City or City's representative's that causes any Network Event;
- (iv) in the event that Google Fiber is not reasonably satisfied with any City Remediation Plan and the City is not willing to accept a remediation plan reasonably acceptable to Google Fiber following any Repeated Default; or
- (v) in accordance with a sale or transfer of the Network by Google Fiber under Section 19(c).

(g) Notwithstanding the foregoing, Google Fiber agrees that, for a period of one hundred eighty (180) days from the Effective Date, it shall not exercise its termination rights set forth above except in the case of any default that results in a Network Event.

(h) Following the Initial Term, Google Fiber may terminate this Agreement by providing ninety (90) days' advance written notice.

(i) Upon termination, City will promptly disconnect and remove its equipment in a neat and orderly manner, and repair all damage directly caused by such removal at City's sole expense, excluding normal wear and tear.

(j) Notwithstanding the provisions of this Section, the expiration or termination of this Agreement shall not affect the rights or obligations of either party hereto with respect to the Sections of this Agreement entitled Indemnification, Limitation of Liability, Insurance, Taxes, and Confidentiality with respect to matters or claims arising or accruing prior to expiration or termination hereof, or pursuant to any other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement.

14. Dispute Resolution.

Except as otherwise specifically provided in or permitted by this Agreement, all disputes, differences of opinion or controversies arising in connection with this Agreement shall first be resolved through good faith negotiation to arrive at an agreeable resolution. If, after negotiating in good faith for a period of thirty (30) days, or any agreed further period, the parties are unable to resolve the dispute, then the parties may seek resolution by exercising any rights or remedies available to either party at law or in equity.

15. Governing Laws.

Any action related to this Agreement will be governed the laws of the State of Utah (except that body of law controlling conflict of laws) and the United Nations Convention on the International Sale of Goods shall not apply.

16. Relationship of the parties

The relationship between the parties shall not be that of partners, agents or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. In performing any of their obligations hereunder, the parties shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

17. Notices.

All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by first class mail (or its equivalent), postage prepaid, registered or certified, return receipt requested, transmitted by facsimile (with the original to immediately follow), or by hand delivery (including by means of a professional messenger service or overnight mail) to each party at its Notice Address. Any such notice or other communication shall be deemed effective when actually received or refused. Either party may, by similar notice given, change the Notice Address to which future notices or other communications shall be sent.

Google Fiber Utah, LLC:

Google Fiber Utah, LLC
Attn: General Manager
1600 Amphitheatre Parkway
Mountain View, CA 94043
fax no.: (650) 253-0001
Email: googlefibernotices@google.com

With a copy to (which copy will not constitute notice):

Google Fiber Inc.

Attn: Google Fiber Legal Department
1600 Amphitheatre Parkway
Mountain View, CA 94043
Email: legal-notices@google.com

Provo City Corporation:

Provo City Corporation
351 West Center Street
Provo, UT 84601
ATTN: Mayor

With a copy to (which copy will not constitute notice):

Provo City Attorney's Office
PO Box 1849
Provo, UT 84603
ATTN: City Attorney

18. Waiver.

No failure, forbearance, neglect, or delay by either party in regard to enforcing this Agreement or exercising any rights contained in this Agreement shall affect or limit such party's right to strictly enforce same, and shall not constitute or be implied as a waiver of any right to enforce same in the future.

19. Assignment.

- (a) City may not assign or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any third party without the prior written consent of Google Fiber.
- (b) Google Fiber may, upon written notice to City, assign this Agreement and/or any or all of its rights and obligations under this Agreement to (i) any Affiliate of Google Fiber; (ii) any successor in interest to Google Fiber in connection with any merger, acquisition or similar transaction; or (iii) any purchaser of all or substantially all of Google Fiber's assets related to the Network. Following any Assignment of this Agreement to an Affiliate, Google Fiber shall remain responsible for such Affiliate's performance under the terms of this Agreement.
- (c) In the event of any sale or transfer of the Network by Google Fiber to a third party other than an Affiliate ("Network Sale"), City shall have the right, pursuant to the terms of a separate agreement between Google Fiber and City, to purchase the City's Allocated Fibers for a purchase price of \$1.00. The City's purchase of the City's Allocated Fibers must be exercised within thirty of days of receipt of notice of the Network Sale ("Sale Notice") and shall not be effective until the closing date of the Network Sale transaction. If City does not exercise its right to purchase City's Allocated Fibers, then Google Fiber may terminate this Agreement upon written notice to City.
- (d) If City exercises its right to purchase City's Allocated Fibers pursuant to Section 19(c), the City shall have a minimum period of at least one hundred and eighty (180) days from the Sale Notice (the "Minimum Transition Period") to allow the City time to disconnect and remove its equipment in a neat and orderly manner, and to transition necessary City services to other assets not owned or operated by Google Fiber. The City's rights and License under this Agreement shall remain in full force and effect during the Minimum

Transition Period. Google Fiber shall use commercially reasonable efforts to assist the City with such transition. Following the sooner of the expiration of the Minimum Transition Period or upon City completing the removal of its equipment from the Colocation Space, Google Fiber may terminate this Agreement by providing written notice to the City.

20. Force Majeure.

Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations under this Agreement by reason of severe weather and storms, earthquakes or other natural occurrences, strikes or other labor unrest, power failures, terrorist activity, nuclear or other civil or military emergencies, acts of legislative, judicial, executive or administrative authorities, or any other circumstances that are not within its reasonable control and ability to prevent (a "Force Majeure" event). In event of a Force Majeure event, the party who first becomes aware of the event shall promptly give written notice to the other party of such event. When either party becomes aware of the end of the Force Majeure event, it shall give notice to the other party.

21. Confidentiality.

The parties understand and agree that the existence, terms and conditions of this Agreement and all confidential and proprietary documents referenced herein, confidential and proprietary communications between the parties regarding this Agreement or the subject of this Agreement, as well as any financial or business information of either party are confidential ("Confidential Information"). Such Confidential Information shall not be disclosed by either party to any individual other than the directors, officers, employees and attorneys of such party or agents of such party who have a need-to-know and who have specifically agreed to nondisclosure of the terms and conditions hereof. However, neither party shall be required to keep confidential any information that (i) becomes publicly available other than through the receiving party; (ii) is required to be disclosed pursuant to law, including the Utah Government Records Access and Management Act (GRAMA), a governmental or judicial rule, order or regulation; (iii) the recipient of the Confidential Information independently develops without access to or use of the Confidential Information; (iv) becomes rightfully available to the disclosing party without restriction from the third party; or (v) is required by its lender and is given to such lender on a confidential basis. If either party is required by law or similar process to disclose any Confidential Information, it will provide the other party with prompt prior written notice of such request or requirement so that such party may seek an appropriate protective order and/or waive compliance with this Section 21. The party whose consent to disclose information is requested shall respond to such request, in writing, within five (5) working days of the request, by either authorizing the disclosure or advising of its election to seek a protective order, or if such party fails to respond within the prescribed period the disclosure shall be deemed approved. If a party chooses to seek an appropriate protective order, the other party shall refrain from disclosing such information (unless legally compelled to do so) until the request for a protective order is resolved, and shall then comply with any validly-issued protective order.

22. Miscellaneous.

(a) The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the parties or their respective successors or permitted assigns.

(b) Except as otherwise expressly provided, the rights and remedies set forth in this Agreement are in addition to, and cumulative of, all other rights and remedies at law or in equity.

(c) The headings in this Agreement are strictly for convenience and do not amplify or limit any of the terms, provisions or conditions hereof.

(d) In the event any term of this Agreement is held invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement will be in any way affected. The parties shall cooperate in trying to replace the invalid, illegal or unenforceable term with a valid term that attempts to achieve the same result.

(e) This Agreement may be amended only by a written instrument executed by the parties.

(f) This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same instrument

23. No Publicity.

City will not issue any press releases or announcements, or any marketing, advertising, or other promotional materials, related to Google Fiber or its trade names, trademarks, or service marks without the prior written approval of Google Fiber

24. Entire Agreement.

This Agreement supersedes any and all other agreements and representations respecting City's access to and use of the Licensed Assets.

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IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

PROVO CITY CORPORATION

GOOGLE FIBER UTAH LLC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

City Allocated Fibers Data subject to confirmation upon City provisioning of final Network Map

CITY SITES TO HUTS

Description: These are distribution fibers or last mile fibers that terminate at Hut sites within a given service area.

Segment Begin Point	Segment End Point	Fiber Count For Provo's Use	Panel Fiber ID Info	Address Of City/School Site	Notes
Hut 9	Fire Station #2	1		2737 N Canyon Road	
Hut 9	Rock Canyon Elementary School	1		2405 North 650 East	
Hut 8	Timpview High School	1		3570 North 650 East	
Hut 8	Edgemont Elementary School	1		566 East 3650 North	
Hut 8	Canyon Crest Elementary School	1		4664 N. Canyon Road	
Hut 8	Gillespie Weir and Booster SCADA	1		5501 N. Canyon Rd.	This could tie to Gillespie device at substation
Hut 8	Sherwood Booster SCADA	1		4450 N. Foothill Dr.	
Hut 8	Water SCADA Timpview	1		800 E. 3500 N.	
Hut 7	Canyon Rd. Well SCADA	1		2741 N. Canyon Rd.	
Hut 5-6	Wasatch Elementary School	1		1080 North 900 East	
Hut 5-6	Main Reservoir SCADA	1		950 E. Templeview Dr.	
Hut 5-6	Rock Canyon Well SCADA	1		2100 N. West Temple Dr.	
Hut 5-6	City Camera 9th East	1			
PP Hut	Library Phone Room	6		550 North University Ave	Uses non-Backbone 72 Count cable that heads east from PP Hut on 7th North to 2nd East. From 2nd East it heads south to 6th North. There is a Fiber Enclosure that a 12 Count fiber ties to that heads west on 6th North to the Library.
Hut 3-4	BYU Allen Hall Bldg.	1			

Hut 3-4	Recreation Center	6		270 W 500 N	
Hut 3-4	Fire Station #5	1		275 South 700 East	
Hut 3-4	Provo School Community Learning Center	1		962 South 1100 West	
Hut 3-4	Provo Schools Transportation	1		1531 North Freedom Blvd.	
Hut 3-4	City Center Wireless #1	1		Center St./University Ave Intersection	
Hut 3-4	City Center Wireless #2	1		Center St./100 W. Intersection	
Hut 3-4	City Center Wireless #3	1		Center St./200 W. Intersection	
Hut 25	Provo City Airport Facilities	4		1100 S 3110 W Airport	
Hut 25	Amelia Earhart Elementary School	1		2585 West 200 South	
Hut 24	Slate Canyon School	1		1991 South State	
Hut 24	Spring Creek Elementary School	1		1740 S. Nevada Avenue	
Hut 23	City Cemetery	1		610 S. State	
Hut 23	Provost Elementary School	1		629 South 1000 East	
Hut 23	Oak Spring School	1		1300 East Center	
Hut 23	Provost Valve SCADA	1		550 S. Utah Ave.	
Hut 22	Rail Road Crossing Monitor	1		600 S. Freedom Blvd.	
Hut 22	Community Action- United Way	1		815 S. Freedom Blvd	
Hut 15	Community Action- United Way	1		148 N. 100 W.	
Hut 3-4	Community Action- United Way	1		Undisclosed Address	
Hut 21	SunsetView Elementary School	1		525 South 1600 West	
Hut 21	Ferric Chloride Dosing SCADA	1		1500 S. 300 W.	
Hut 2	Fire Station #3	1		601 W Columbia Lane	
Hut 2	Fire Training Bldg.	1		603 W Columbia Lane	
Hut 2	Grandview Elementary School (CAS)	1		1591 N. Jordan Ave	
Hut 19	Fire Station #4	1		95 S 2050 W	
Hut 19	Independence High School	1		636 N Independence Avenue	
Hut 19	Lakeview Elementary	1		2899 West 1390 North	
Hut 18	Wasatch Mental Health	1		1163 E. 300 N.	
Hut 15	Fire Station #1	1		80 S 300 W	

Hut 15	Provo Justice Court	1		310 W. Center St.	
Hut 15	Franklin Elementary School	1		350 South 600 West	
Hut 15	City Center Well SCADA	1		50 S. 300 W.	
Hut 14	Dixon Middle School	1		750 West 200 North	
Hut 14	Timpanogos Elementary School	1		449 North 500 West	
Hut 13	Farrer Elementary	1		665 East Center	
Hut 12	East Bay Post High (CUE)	1		1170 South 350 East	
Hut 12	East Bay # Lift SCADA	1		1325 S. 290 E.	
Hut 12	Plant Lift SCADA	1		1685 S. East Bay Blvd.	
Hut 10	Centennial Middle School	1		305 East 2320 North	
Hut 10	Hillside	1		243 East 2320 North	
Hut 10	5600 North Well SCADA	1		5600 N. 100 W.	
Hut 10	4800 North Well SCADA	1		210 W. 4800 N.	
Hut 10	University Ave. Well SCADA	1		4650 N. University Ave.	
Hut 10	3700 North Well SCADA	1		560 W. 3700 N.	
Hut 10	North Well SCADA	1		2250 N. 300 W.	
Hut 10	Brough Well SCADA	1		880 Columbia Lane	
Hut 1	Westridge Elementary	1		1720 West 1460 North	
Hut 1	Grandview Lift SCADA	1		2100 W. 1500 N.	
Hut 1	Grandview Repeater SCADA	1		1591 N. Jordan Ave.	
Hut 18	Provo Ice Rink	1		10 N. Seven Peaks Blvd.	
Hut 22	Boulders Police Station	1		750 S. 650 W.	
Hut 16	Electrical SCADA	1		150 E. 100 S.	
Hut 16	Electrical SCADA	1			
Hut 12	Electrical SCADA	8	12C-25-36	2559 S. 950 E.	

BACKBONE TO SPUR HUTS

Description: There are multiple hut sites that are non-intermediate backbone huts. These sites do not have backbone fiber directly tied to the hut, but rather have a fiber cable that ties to the backbone at a

Fiber Enclosure. This table shows the fiber path from the Fiber Enclosure to the hut. All these leased fibers would then splice to Backbone Intermediate Huts fiber allocations.

<u>Segment Begin Point</u>	<u>Segment End Point</u>	<u>Fiber Count For Provo's Use</u>	<u>Address Of Fiber Enclosure</u>	<u>Notes</u>
Hut 16	Fiber Enclosure	2		Ties to Backbone 288 Count Between Hut 5-6 and PP Hut
Hut 16	Fiber Enclosure	2		Ties to Backbone 288 Count Between Hut 12 and Headend
Hut 17	Fiber Enclosure	4		Ties to Backbone 288 Count Between Hut 5-6 and PP Hut
Hut 9	Fiber Enclosure	4		Ties to Backbone 144 Count Between Hut 5-6 and Hut 8
Hut 7	Fiber Enclosure	4		Ties to Backbone 144 Count Between Hut 8 and Hut 10
Hut 11	Fiber Enclosure	4		Ties to Backbone 144 Count Between Hut 10 and Hut 19
Hut 2	Fiber Enclosure	4		Ties to Backbone 144 Count Between Hut 10 and Hut 20
Hut 1	Fiber Enclosure	4		Ties to Backbone 144 Count Between Hut 10 and Hut 21
Hut 14	Fiber Enclosure	4		Ties to Backbone 288 Count Between Hut 19 and PP Hut
Hut 20	Fiber Enclosure	4		Ties to Backbone 288 Count Between Hut 19 and Hut 21
Hut 25	Fiber Enclosure	2		Ties to non-Backbone 72 Count From Airport Path to Hut 19
Hut 25	Fiber Enclosure	2		Ties to Backbone 144 Count Between Hut 19 and Hut 21
Hut 15	Fiber Enclosure	4		Ties to Backbone 288 Count Between Hut 12 and Headend
Hut 15	Headend	4		Uses 72 Count Between Hut 15 and Headend
Hut 22	Fiber Enclosure	4		Ties to Backbone 288 Count Between Hut

				12 and Headend
Hut 13	Fiber Enclosure	4		Ties to Backbone 144 Count Between Hut 5-6 and Hut 24
Hut 18	Fiber Enclosure	4		Ties to Backbone 144 Count Between Hut 5-6 and Hut 25
Hut 23	Fiber Enclosure	4		Ties to Backbone 144 Count Between Hut 5-6 and Hut 26

*We Need All Fiber Enclosure Addresses

BACKBONE INTERMEDIATE HUTS

Description: Fibers that Google has allocated to City for City/School Network use over backbone fiber connections.

Segement Begin Point	Segement End Point	Fiber Count For Provo's Use	Notes
PP Hut	Hut 5-6	14	Uses 288 Count Between Huts
PP Hut	Hut 19	14	Uses 288 Count Between Huts
PP Hut	Hut 10	6	Uses 288 Count Between Huts
PP Hut	Hut 15	4	Uses 72 Count Between Huts; currently only 36 are spliced
PP Hut	HeadEnd	144	Undetermined Cable; this could be less based on need; depends on if Google does remote hands on cross connects at PP Hut
HeadEnd	Hut 12	6	Uses 288 Count Between Huts
Hut 12	Hut 21	10	Uses 144 Count Between Huts
Hut 19	Hut 21	10	Uses 144 Count Between Huts
Hut 19	Hut 10	10	Uses 144 Count Between Huts
Hut 10	Hut 8	10	Uses 144 Count Between Huts
Hut 5-6	Hut 8	10	Uses 144 Count Between Huts
Hut 5-6	Hut 24	10	Uses 144 Count Between Huts
Hut 12	Hut 24	10	Uses 144 Count Between Huts
Headend	Fiber Enclosure	96	Uses 288 Count Between Hut 12 and Headend; Dedicated to UDOT/Traffic

NON-BACKBONE TO HUT

Description: Fibers that are non-backbone cables that are needed for City services that Google is leasing to City

Segement Begin Point	Segement End Point	Fiber Count	Notes
Hut 19	UVU	16	Uses non-Backbone 72 Count cable from Hut 19 to UVU north on Geneva Rd.
Hut 19	Airport	18	Uses non-Backbone 72 Count from Hut 19 to Airport south on Geneva then west on Center St.
Hut 24		10	South Of Hut On 72 Count

ADDITIONAL FIBERS

Seller to provide a number of additional dark fibers to be mutually agreed by Seller and Purchaser in the mutual good faith delivery of a working City Network.

EXHIBIT B

Colocation Space (Colocation Space subject to address verification)

<u>HUT</u>	<u>Description</u>	<u>Address</u>
Hut 1	Westridge Elementary	1460 N 1780 W
Hut 2	Grandview Elementary	1460 N 1076 W
Hut 3 & 4	Head End	744 N 300 W
Hut 5 & 6	900 East Substation	892 N 900 E
Hut 7	Wills Pit Stop	3820 N Edgewood
Hut 8	Timpview Substation	4525 N 650 E
Hut 9	Centennial Middle School	245 E 2320 N
Hut 10	Plumtree Substation	272 W 2230 N
Hut 11	Carterville	1910 N Carterville Rd
Hut 12	City Water Treatment Site	1455 S 350 E
Hut 13	Farrer Middle School	151 N 700 E
Hut 14	Dixon Middle School	320 N 800 W
Hut 15	Underground Parking @ City Admin Bldg	351 W Center St
Hut 16	250 E Substation	262 E 200 S
Hut 17	Joaquin Elementary	550 E 600 N
Hut 18	Wasatch Mental Health	1151 E 300 N
Hut 19	Westgate Substation	568 N Geneva Rd
Hut 20	Fort Utah Park	1835 W 150 N
Hut 21	1500 S Substation	1500 S 300 W
Hut 22	Community Action/United Way of Provo	811 S Freedom Blvd
Hut 23	Provost Elementary	701 S State St
Hut 24	Tanner Substation	1651 S State St
Hut 25	Amelia Earhart Elementary	2710 W 200 S