

WHEN RECORDED, PLEASE RETURN TO:

Thai Properties, L.L.C.
Attn: Nate Brown
2889 Ashton Blvd.
Lehi, UT 84043

space above for Recorder=s use

**DECLARATION
OF
TELECOMMUNICATIONS EASEMENT AND LICENSES**

THIS DECLARATION OF TELECOMMUNICATIONS EASEMENT AND LICENSES (“Declaration”) is made this Bth day of March, 2011, by THAI PROPERTIES, L.L.C., a Utah limited liability company (“Grantor”), whose address is 2889 Ashton Blvd., Lehi, Utah 84043..

RECITALS

A. Grantor is the record owner of all legal and beneficial right, title and interest in and to certain real property located in Utah County, Utah and more particularly described on Exhibit A attached hereto (the “Burdened Parcel”) upon which an office building (the “Building”) has been constructed (as used herein, the term “Burdened Parcel Owner” means the owner of the fee interest in the Burdened Parcel).

B. Grantor also is the record owner of all legal and beneficial right, title and interest in and to certain real property in the vicinity of the Burdened Parcel in Utah County and more particularly described on Exhibit B attached hereto (the “Benefited Parcels”; with the Burdened Parcel, the “Entire Property”). The owner of the fee interest in Lot 1 identified on Exhibit B, or such owner’s designee, is referred to herein as the “Provider”).

C. Grantor desires to create on the Burdened Parcel a non-exclusive perpetual easement in favor of the Benefited Parcels, for the exclusive purpose of installing and maintaining equipment and facilities used in the delivery of voice, video, and/or data, telecommunication or other electronic services or media (the “Services”) by the Provider to the owners, occupants and tenants of the Entire Property.

DECLARATION

NOW, THEREFORE, Grantor hereby declares that the Burdened Parcel shall be held, transferred, sold, conveyed, leased, subleased and occupied subject to all of the following easements, covenants, conditions, restrictions, reservations, charges and liens which shall run with the Burdened Parcel, and every portion thereof, and shall be binding upon all parties having any right, title or interest in the Burdened Parcel or any portion thereof, their heirs, successors and assigns, and shall inure to the benefit of the owner(s) of the Benefited Parcels:

369118.2

Alta Title # 11020

1. Easement, Licenses and Equipment Space. The following easements and licenses are imposed on the Burdened Parcel:

1.1 a perpetual non-exclusive easement over, under, across and above that part of the Burdened Parcel more particularly described and depicted on Exhibit C attached hereto, for the purpose of constructing, operating, inspecting, maintaining, adding to, altering, replacing or removing (collectively, "Operating" or "Operation") of fiber optic cable(s), electronic access portal(s), co-axial cable, copper wiring and any other equipment and associated systems facilities for the Services (collectively, the "Cables and Facilities") as more particularly described and depicted in Exhibit D.

1.2 a non-exclusive license and right of use for the Term, as defined below, of any available risers, pathways, shafts, raceways, conduits, wires, and innerducts in the Building that are owned by the Burdened Parcel Owner ("Building Facilities") to enable installation and operation of, and access to, the Cables and Facilities and to facilitate distribution of the Services. In the event that the Building Facilities are insufficient, or not available, then the Provider, at its sole cost and expense and in accordance with the provisions of this Declaration, shall be allowed to construct and install the necessary Building Facilities at locations approved in writing by the Burdened Parcel Owner, which approval shall not be unreasonably withheld; and

1.3 the exclusive license to the Provider to use for the Term approximately seven hundred ninety-six (796) square feet of space in the Building as depicted on Exhibit E attached hereto ("Equipment Space") identified as the "SERVER RM.", including the right of the Provider to permit the users of the Cables and Facilities to locate telecommunications equipment used to provide Services to such users in the Equipment Space.

As used herein, the "Term" means an initial period commencing on the date hereof and continuing for two (2) years after the expiration or termination of that certain Lease Agreement between Grantor and Rockworks Landfill, LLC dated as of March 8, 2011 (the "Initial Term"); provided that such Initial Term may be extended for ten (10) successive two (2) year periods by the Provider giving written notice of such extension within ten (10) days prior to the expiration of the immediately preceding Term. If the Term is extended beyond the Initial Term, for each such extended Term the Provider shall pay to the Burdened Parcel Owner a license fee for the rights granted in Sections 1.2 and 1.3 hereof a sum equal to the lowest rent charged by the Burdened Parcel Owner to any other tenant of the Burdened Parcel (calculated on a per rentable square foot basis), including a pro rata share of taxes, maintenance expenses and insurance, based on the rentable square footage or the Equipment Space when compared to the Building. Neither the Provider nor any of the Benefited Parcel Owners shall have any obligation to repair or maintain any part of the Burdened Parcel except routine maintenance of the Equipment Room. At all times the Burdened Parcel Owner will provide all required electrical connections and power to the Equipment Room, and the Provider shall reimburse the Burdened Parcel Owner for the out-of-pocket cost paid by the Burdened Parcel Owner to the power company for such power consumed at the Equipment Room, such payment to be made within thirty (30) days after receipt of an invoice and supporting documentation.

2. Ingress and Egress. The easements and license provided for herein shall carry with them the right of reasonable vehicular and pedestrian ingress and egress to and from, and access on, along and adjacent to the Cables and Facilities, with the right to use existing roads and driveways, and a right of reasonable pedestrian ingress and egress to and from the common areas of the Building in which the

Cables and Facilities are installed, as is required by the Provider to maintain and service the Cables and Facilities or provide Services.

3. Work on Burdened Parcel. Installation of Cables and Facilities may consist of one or more of the following: cutting, missile, or boring of asphalt, mounting of hardware inside/outside of building, penetration of exterior/interior walls, running of communication cables conduit placement on exterior wall, attaching aerial cables to building, all in locations approved in advance by the Burdened Parcel Owner. All such work shall be performed by the Provider without cost or expense to the Burdened Parcel Owner and (a) in a safe and workmanlike manner that equals or exceeds the current standard for the Building and utilizing only new and first grade materials; and (b) at such times and in such manner as the Burdened Parcel Owner may reasonably specify and in such a way as to minimize, to the extent reasonably practical, any interference with the operation of the Building.

4. Additional Covenants.

4.1 The Provider hereby covenants and agrees: (i) to keep the Equipment Space and the Cable and Facilities in good order, repair and condition, ordinary wear and tear excepted, and to promptly and adequately repair all damage to the Building caused by the Provider in a manner that equals to or exceeds the current standard for the Building and utilizes only new and first-grade materials; (ii) to comply with any federal, state and municipal laws, orders, rules and regulations applicable to the Services and the Cable and Facilities; and (iii) not to disrupt, adversely affect or interfere with other providers of similar services in the Building, or with any occupant's use and enjoyment of its leased space or the common areas of the Building.

4.2 The Burdened Parcel Owner shall: (i) provide the Provider access to the Burdened Parcel and the Building, including, but not limited to, the Equipment Space, twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year; *provided* that all access shall be subject to Grantor's reasonable and non-discriminatory rules and regulations; and (ii) at Provider's sole cost and expense, provide adequate connections to electrical facilities in the Equipment Space as is necessary for the operation of the Cable and Facilities in the Building; *provided* that Provider shall pay for Provider's use of electrical and other building services either, at Provider's discretion, directly to the utility provider providing such services or to the Burdened Parcel Owner to reimburse the Burdened Parcel Owner for Provider's proportionate share of the use (in which event the Burdened Parcel Owner agrees to charge Provider no more than the Burdened Parcel Owner is charged by the utility or other service provide for such services).

4.3 Subject to the rights of existing utilities, rights of way, easements, or other property interests in the Burdened Parcel, if any, the Burdened Parcel Owner agrees to use commercially reasonable efforts to include in any easement for utilities located outside the Building a requirement that any such utility provider maintain not less than a five (5) foot offset from the Cables and Facilities.

4.4 With respect to the Cables and Facilities located outside of the Building, the Burdened Parcel Owner further agrees to not build, install, allow or otherwise place within five (5) feet of the centerline of any of the Cables and Facilities as reflected on Exhibit C (i) any permanent structure, including but not limited to buildings or masonry fences, or (ii) any structures (excluding non-masonry fences), flatwork or landscaping which unreasonably interferes with the Provider's use of the easements and licenses set forth herein. Except as provided herein, the Burdened Parcel Owner or third parties to whom the Burdened Parcel Owner grants such rights, may use the Burdened Parcel for utility or other purposes so long as such use does not unreasonably interfere with the use granted herein.

5. Ownership; Damage. The Cable and Facilities shall remain the exclusive property of the Provider. The Provider shall fully restore the surface of the Burdened Parcel and all improvements located thereon to their pre-existing condition and to the reasonable satisfaction of Owner in a reasonably timely manner following the completion of any construction, repair or replacement of the Cables and Facilities. The Burdened Parcel Owner shall not be liable for damage, theft, misappropriation or loss of any of the Cable and Facilities except in the event that such damage, theft, misappropriation or loss is caused by or is the result of the Burdened Parcel Owner's negligence or willful misconduct.

6. No Obligation to Provide Services. Nothing in this Declaration shall be construed to require Provider or Grantor to Operate the Cables and Facilities, to deliver any Services to any portion of the Entire Property, and/or to deliver any Services to any particular person.

7. Abandonment. This Declaration will terminate if the Provider discontinues all use of the Cables and Facilities for at least twelve (12) continuous months. Upon such discontinued use, this Declaration and the Cables and Facilities shall be deemed abandoned and Burdened Parcel Owner may remove the Cables and Facilities. Upon termination of this Declaration, the Provider shall, at the Burdened Parcel Owner's request, execute and record a release of this Declaration.

8. Limitation. THE PROVIDER'S LIABILITY ON ACCOUNT OF ANY ACT OR OMISSION SHALL BE LIMITED TO ACTUAL DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH CAUSED BY THE PROVIDER'S NEGLIGENT ACTS OR OMISSIONS. EXCEPT FOR SUCH DAMAGES, THE PROVIDER IS NOT LIABLE FOR ANY OTHER DAMAGES, INCLUDING WITHOUT LIMITATION INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR OTHER ECONOMIC LOSSES, REGARDLESS OF THE FORM OF ACTION. Any obligation or liability whatsoever of Grantor or the Provider which may arise at any time under this agreement or any obligation or liability which may be incurred by such parties pursuant to any other instrument, transaction, or undertaking contemplated hereby shall not be personally binding upon, nor shall resort for the enforcement thereof be had to the property of such parties' members, managers, directors, shareholders, officers, employees or agents, regardless of whether such obligation or liability is in the nature of contract, tort, or otherwise.

9. Force Majeure. In no event shall a party have any claim against the other party for any failure of performance by such party, if such failure of performance is caused by or the result solely of causes beyond the reasonable control of such other party, including, but not limited to: damage caused by a third party, electrical storms, fire, heavy rain, heavy snow, other acts of God, or other natural catastrophe; laws, orders, rules, regulations, directions or action of governmental authorities or of any civil or military authority; national emergency; or strike, lockout, labor shortage or material shortage.

10. Waiver. The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Declaration, the waiver of any term or condition of this Declaration, or the granting of an extension of time for performance, shall not constitute the permanent waiver of any term or condition of this Declaration, and this Declaration and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

11. Scope and Authority. No amendment to this Declaration shall be effective or binding unless it is made in writing and signed by both of the parties hereto and recorded in the Utah County Recorder's office. This Declaration sets forth the entire understanding of the parties and supersedes any and all prior Declarations, arrangements or understandings related to the subject matter described herein, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. This Declaration may be executed in counterparts with the same effect as if all parties

hereto had executed the same document. All such counterparts shall be construed together and shall constitute a single


12. Covenants to Run with the Land. Each easement, license, covenant and restriction contained herein (whether affirmative or negative in nature) shall (a) create an equitable servitude on the Burdened Parcel in favor of the owner of the Controlling Parcel, (b) constitute a covenant running with the land for the benefit of the Benefited Parcels, and (c) be binding upon and inure to the benefit of the Provider and its respective successors and assigns.

13. Miscellaneous. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah. If any legal action or proceeding arising out of or relating to this Declaration is brought by any party hereto, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs and expenses that may be incurred in any action or proceeding by the prevailing party. Nothing in this Declaration is intended to create an enforceable right, claim or cause of action by any third party against any party to this Declaration. Each provision of this Declaration shall be severable, and if for any reason any provision hereof is determined to be invalid and contrary to existing or future law, such invalidity shall not impair the operation or affect those portions of this Declaration which are valid, and this Declaration shall remain in full force and effect and shall be construed and enforced in all respects as if such invalid or unenforceable provision or provisions had been omitted. The Exhibits and Recitals hereto are incorporated herein by this reference. This Declaration is granted for commercial purposes, and it is the express intention that the Provider have the right without the consent of the owners of any portion of the Entire Property to grant, transfer and/or assign to third parties any subeasements or licenses consistent with the Provider's rights hereunder. This Declaration shall be binding upon the successors and assigns of all parties hereto, without any further documentation being required to be entered into by any such successors or assigns.

IN WITNESS WHEREOF, the undersigned signed this Declaration to be effective as of the date first set forth above.

Grantor:

THAI PROPERTIES, L.L.C.,
a Utah limited liability company

By: 
Name: Nathan Daniel Brown
Title: manager

STATE OF UTAH)
)ss:
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 8th day of March 2011, by Nathan Daniel Brown, on behalf of Thai Properties, L.L.C.



Notary Public

My Commission expires: 7-17-2012

[Seal]

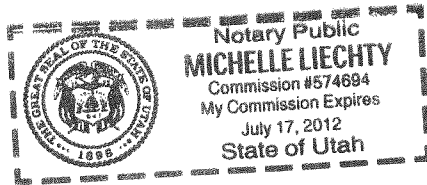
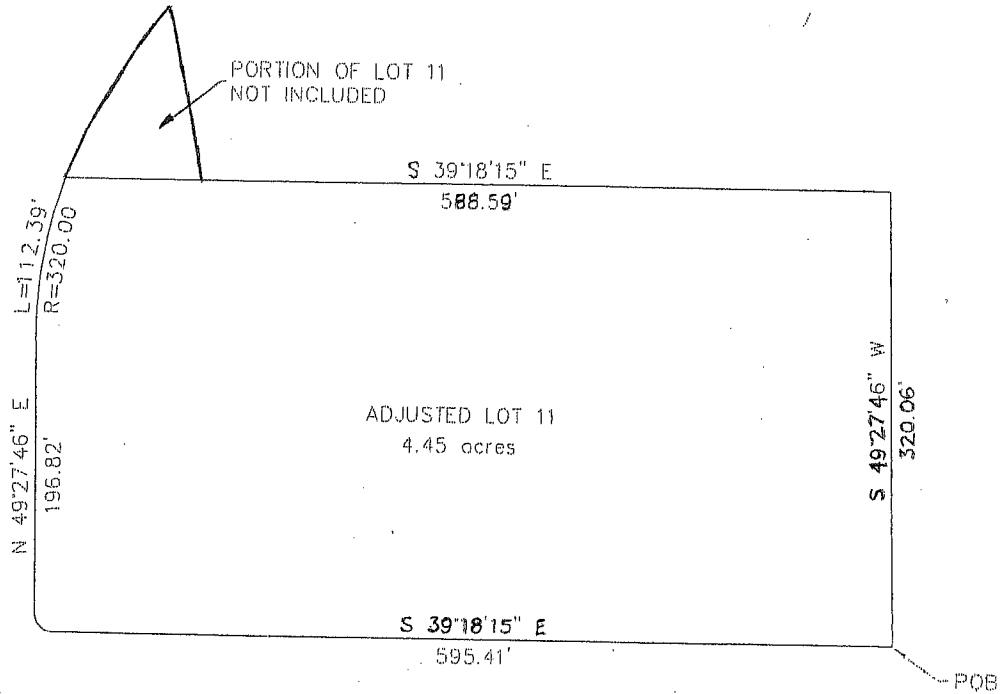


Exhibit A

Burdened Parcel Description

ADJUSTED LOT 11 THANKSGIVING POINT
BUSINESS PARK PLAT "A" AMENDED



ADJUSTED LOT 11 THANKSGIVING POINT BUSSINESS PARK PLAT "A" AMENDED COMMENCING AT THE SOUTH CORNER OF LOT 11 THANKSGIVING POINT BUSSINESS PARK PLAT "A" AMENDED WHICH IS LOCATED NORTH 00°01'07" WEST 463.17 FEET ALONG THE SECTION LINE AND WEST 2925.39 FEET FROM THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 39°18'15" WEST 595.41 FEET; THENCE ALONG A 13.00 FOOT RADIUS CURVE TO THE RIGHT 20.14 FEET (CHORD BEARS: NORTH 05°04'46" EAST 18.19 FEET); THENCE NORTH 49°27'46" EAST 196.82 FEET; THENCE ALONG A 320.00 FOOT RADUIS CURVE TO THE RIGHT 112.39 FEET (CHORD BEARS: NORTH 59°31'29" EAST 111.82 FEET); THENCE SOUTH 39°18'15" EAST 588.59 FEET; THENCE SOUTH 49°27'46 WEST 320.06 FEET TO THE POINT OF BEGINNING.
PARCEL CONTAINS 4.45 ACRES MORE OR LESS

Part of Tax Parcel No 53:264:0011

Exhibit B

Benefited Parcel Description

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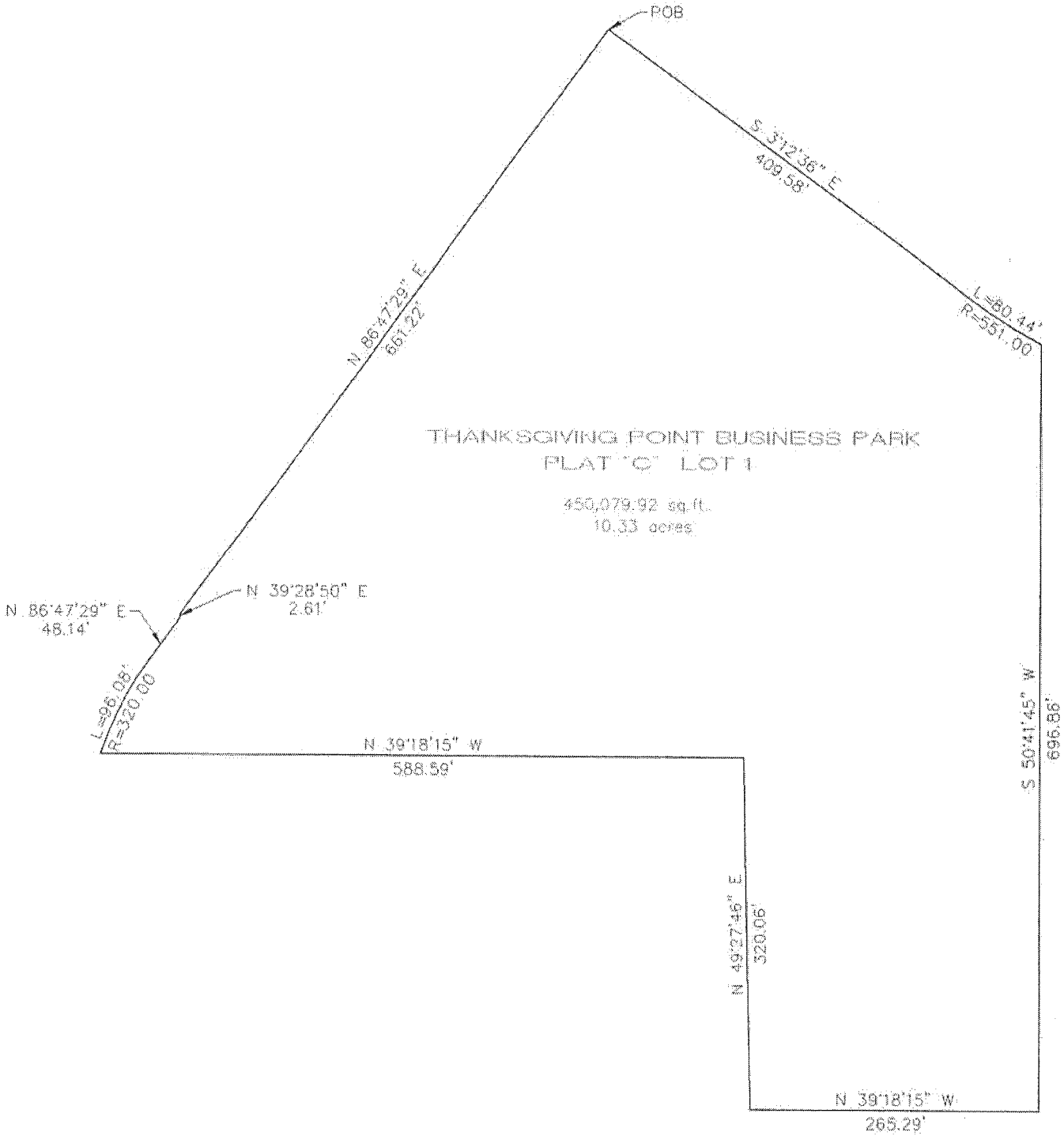
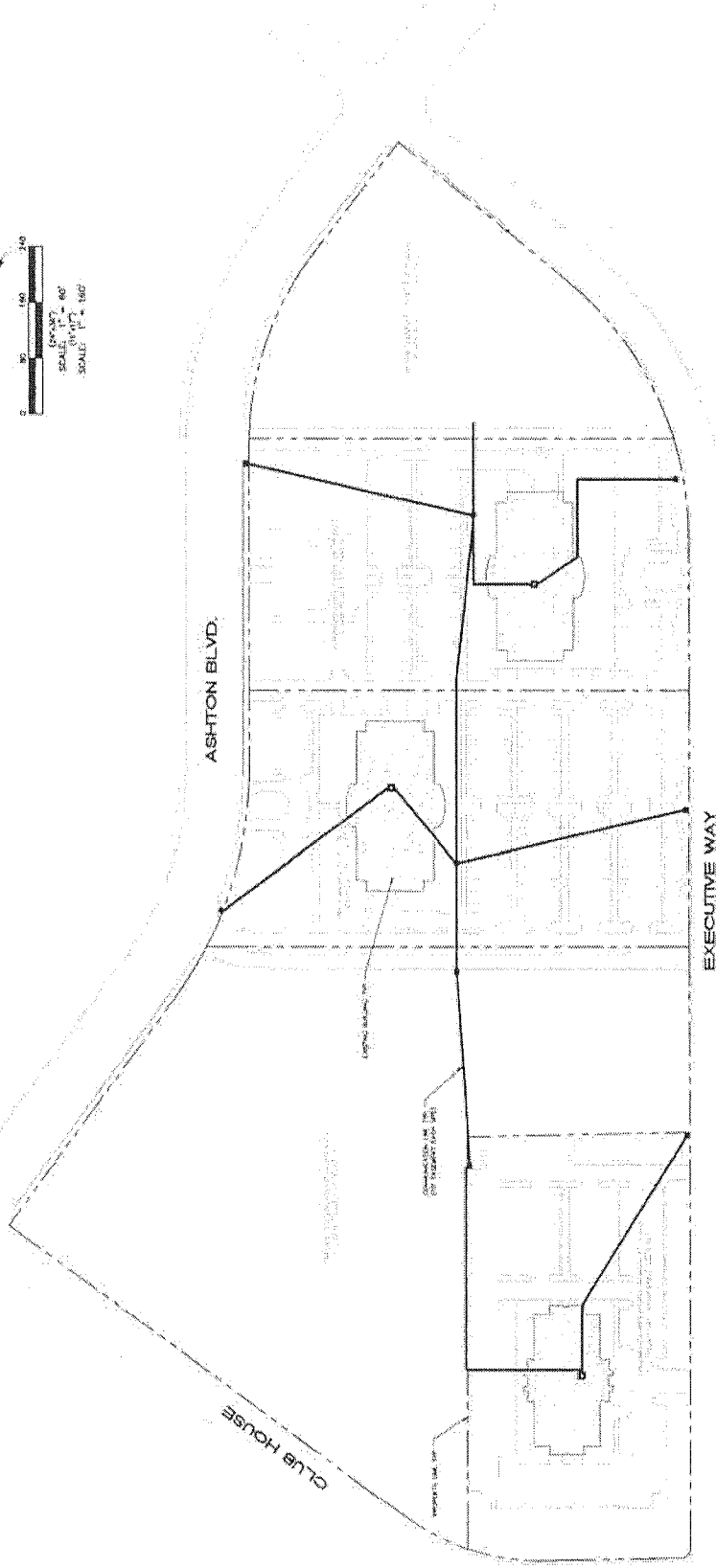
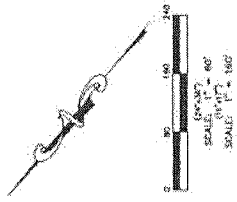


Exhibit C

Depiction of Existing Cables and Facilities.

NOTE: THIS EXHIBIT IS TO SHOW THE APPROXIMATE LOCATIONS FOR THE COMMUNICATION LINES FOR THE THAI CAMPUS. THE EASEMENT IS DESIGNATED AS 10' EITHER SIDE OF THE EXISTING CONDUIT AND IS FOR THE USE AND MAINTENANCE OF THE LINES.



TRANE ENGINEERING, P.C. CONSULTING ENGINEERS AND LAND SURVEYORS 27 EAST MAIN, LEHI, UTAH 84043 (801) 788-4844		LEHI, UTAH	THAI CAMPUS	EXHIBIT 'A' (EASEMENT FOR COMMUNICATION LINES)	JOB THAI SHEET NO. 1 OF 1
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Exhibit D

Description of Cables and Facilities

EXHIBIT D

Underground conduits, power and telecom lines from the SW corner of the Burdened Parcel to room 105 (electrical and telecom space) in the core of the 1st floor of the building as depicted herein Exhibit D on the attached diagram.

Conduits, power and telecom lines located on the 1st floor above the ceiling running from room 105 to the electrical equipment and telecom space adjacent to the server room as depicted herein Exhibit D on the attached diagram.

Conduits, power and telecom lines located on the 1st floor above the ceiling running from the electrical equipment and telecom space adjacent to the server room to the center east side of the building and continuing underground to the east property line of the Burdened Property as depicted herein Exhibit A on the attached diagram.

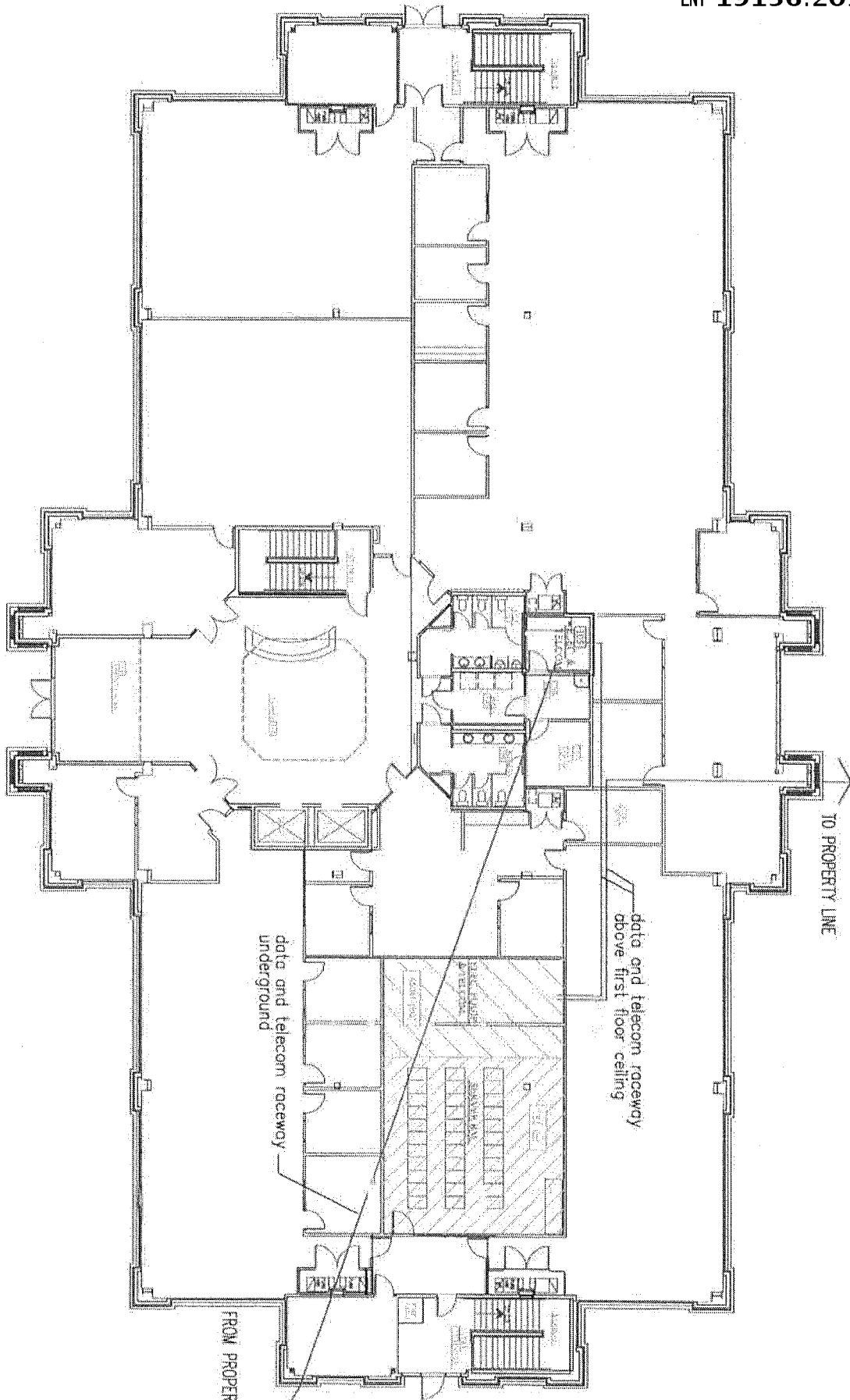


EXHIBIT "D"

Exhibit E

Depiction of Equipment Space

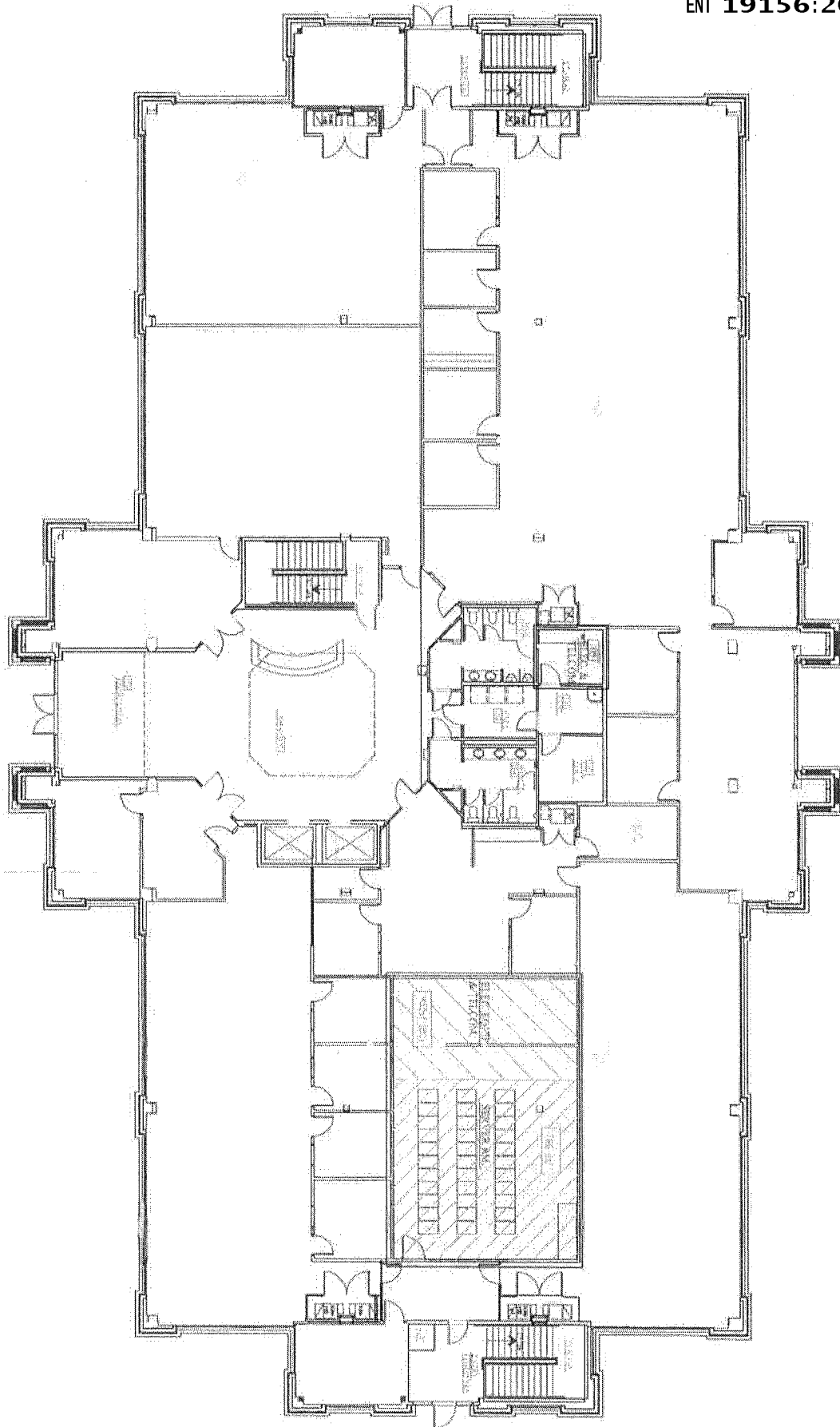


EXHIBIT "E"