

**UCC FINANCING STATEMENT**

Exhibit D

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Stephen F. Mecham (801) 530-7316
B. SEND ACKNOWLEDGMENT TO: (Name and Address) CALLISTER NEBEKER & McCULLOUGH Attn: Stephen F. Mecham Zions Bank Building, Suite 900 10 East South Temple Salt Lake City, Utah 84133

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – insert only <u>one</u> debtor name (1a or 1b) – do not abbreviate or combine names					
1a. ORGANIZATION'S NAME AMERICAN FIBER, Inc.					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1503 North Technology Way			CITY Orem	STATE UT	POSTAL CODE 84097
1d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Utah	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only <u>one</u> debtor name (2a or 2b) – do not abbreviate or combine names					
2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
2d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – insert only <u>one</u> secured party name (3a or 3b)					
3a. ORGANIZATION'S NAME AMERICAN FORK CITY, a municipal corporation					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 51 East Main Street			CITY American Fork	STATE UT	POSTAL CODE 84003
4. This FINANCING STATEMENT covers the following collateral:  All assets of Debtor including but not limited to all personal property assets of Debtor, wherever located, now owned or hereafter acquired or created, and all revenues, rents, issues, profits and proceeds thereof, including, without limitation, the following: inventory, accounts (including health-care insurance receivables), equipment, goods, general intangibles, promissory notes, leases, chattel paper, security agreements, deposit accounts, investment property, documents, letter of credit rights, supporting obligations, and intellectual property (including patents, copyrights, trademarks, trade secrets, licenses, and domain names and addresses).					
5. ALTERNATIVE DESIGNATION [if applicable]: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAIOLR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING					
6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL <input type="checkbox"/> ESTATE RECORDS. Attach Addendum [if applicable]			7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2		
8. OPTIONAL FILER REFERENCE DATA :					

NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

ORDINANCE NO. 08-06-27

**AN ORDINANCE OF THE CITY COUNCIL OF AMERICAN FORK CITY,  
UTAH, GRANTING A FIFTEEN-YEAR NON-EXCLUSIVE FRANCHISE TO  
AMERICAN FIBER, INC., LEGALLY AUTHORIZED TO CONDUCT  
BUSINESS IN THE STATE OF UTAH, FOR THE PURPOSE OF  
CONSTRUCTING, OPERATING, AND MAINTAINING A  
TELECOMMUNICATIONS SYSTEM IN CERTAIN PUBLIC RIGHTS-OF-WAY  
IN THE CITY, AND PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, American Fiber, Inc. is purchasing certain assets of the City's telecommunications network and desires to provide Internet and telecommunications services within the City in, under, along, over and across present and future rights of-way of the City; and

**WHEREAS**, the City has enacted Ordinance No. 2004-04-16 of the Municipal Code of the City (hereinafter the "Telecommunications Tax Ordinance") which levies a municipal telecommunications license tax on the gross receipts from telecommunications service attributed to the City; and

**WHEREAS**, the City, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide the Provider a nonexclusive franchise to operate a telecommunications system in the City.

**WHEREAS**, the City Council also recognizes that the use of public rights-of-way must be restricted to allow for the construction of amenities necessary to serve the future needs of the citizens of American Fork and that the coordination, planning, and management of the City's rights-of-way is necessary to ensure that the burden of costs for the operations of non-municipal interests are not borne by the citizenry; and

**NOW, THEREFORE, THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH DO ORDAIN AS FOLLOWS:**

**SECTION 1. Non-exclusive Franchise Granted.**

- A. The City hereby grants to American Fiber, Inc. subject to the conditions prescribed in the attached Telecommunications Franchise Agreement, the franchise rights and authority to construct, repair, monitor, maintain, use and operate the equipment and facilities necessary for a telecommunications system.
- B. Such Franchise shall not be deemed to be exclusive to American Fiber, Inc. and shall in no way prohibit or limit the City's ability to grant other

franchises, permits or rights along, over, or under the areas which this Franchise has been granted to American Fiber, Inc. provided that such other franchises do not unreasonably interfere with American Fiber, Inc.'s exercise of franchise rights granted herein as determined by the City. This Franchise shall in no way interfere with existing utilities or in any way limit, prohibit or prevent the City from using the franchise area, or affect the City's jurisdiction over such area in any way.

**SECTION 2. Future Rules, Regulations, and Specifications.** American Fiber, Inc. acknowledges that the City may develop rules, regulations, and specifications, including a general ordinance or other regulations governing telecommunications operations in the City. Such regulations upon written notice to American Fiber, Inc. shall thereafter govern American Fiber's, Inc. activities hereunder; provided, however, that in no event shall regulations:

- A. materially interfere with or adversely affect American Fiber, Inc.'s rights pursuant to and in accordance with the Franchise Agreement; or
- B. be applied in a discriminatory manner as it pertains to American Fiber, Inc. and other similar facilities.

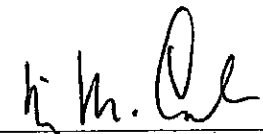
**SECTION 3. Effective Date.** This ordinance shall take effect and be in full force and effect upon the closing of the Agreement for Purchase and Sale of Assets between the City and American Fiber, Inc. on which this ordinance is based.

Passed by the American Fork City Council this 5<sup>th</sup> day of June 2008.



  
Heber M. Thompson, Mayor

ATTEST:

  
\_\_\_\_\_  
Richard M. Colborn, City Recorder

Published: \_\_\_\_\_

ATTACHEMENT A: Telecommunications Franchise Agreement