

Exhibit G

LEASE AGREEMENT

This Lease Agreement made and entered into on this 6th day of June, 2008 (the "Effective Date") between the City of American Fork ("Lessor") and American Fiber, Inc., a wholly-owned subsidiary of Surpha, Inc. ("Lessee").

1. Leased Premises. Lessor hereby leases to Lessee and Lessee does hereby lease from Lessor those certain premises in the Police and Courts building located at 75 East 80 North (hereinafter called "Building") in American Fork, Utah being more particularly described as ninety-six (96) net rentable square feet of space in the basement in which there are six available racks, and identified on the floor plan attached hereto as Exhibit "A" (the "Leased Premises"). Lessee's lease is non-exclusive and Lessee acknowledges that Lessor has equipment in the racks and in the ninety-six (96) square feet of space and will continue to do so throughout the term of the Lease Agreement.

2. Leased Fibers. Lessor hereby leases to Lessee and Lessee does hereby lease from Lessor ninety-six (96) fiber optic strands from the Lessor's facility known as the "South Hub" at 200 East 200 South in American Fork to Lessor's network operating center ("NOC") to serve the Leased Premises (the "96 Strands"), and two (2) fiber optic strands from Lessor's NOC to FiberNet in Orem, Utah (the "2 Strands" and collectively with the 96 Strands the "Leased Fibers"). If Lessee determines that it is necessary to relocate the equipment from the South Hub, Lessee shall pay the costs for such relocation. If Lessee engages Lessor to relocate said equipment, Lessee shall pay Lessor's costs for such engagement. Lessee may exchange the 2 Strands to FiberNet for two fibers to the Kearns building in Salt Lake City, Utah on a mile for mile basis and Lessee shall pay for the difference in mileage between the two routes at the monthly rate of \$50.00 per mile for each fiber strand (also referred to as "2 Strands"). Lessee acknowledges and accepts that it is responsible to provide and pay for its own connection of the 2 Strands in the Kearns building.

3. Leased Conduits. Lessor hereby leases to Lessee and Lessee does hereby lease from Lessor a single two (2) inch conduit starting at a handhole approximately seventy-five (75) feet south of 200 South 500 East in American Fork, Utah on the west side of 500 East going south to the handhole at the I-15 southbound off ramp (exit 276; the "500 East Conduit"). There are three additional handholes on this route: one in front of Watts Automotive, one at 620 South 500 East, and one at approximately 500 South 500 East. Lessor also hereby leases to Lessee and Lessee does lease from Lessor a second single two (2) inch conduit that starts at the NOC3 handhole at the northeast corner of the Building property, goes south for approximately 915 feet on the west side of 100 East in the parking strip, and crosses Main Street to a handhole on the southwest corner of the intersection at 100 East and Main Street (the handhole is in the northeast corner of Robinson Park by the intersection; the "100 East Conduit"). The conduit continues south from said intersection for approximately 325 feet on the west side of 100 East behind the sidewalk in Robinson Park to a handhole on the northeast side of the American Fork City Library property. (The 500 East Conduit and the 100 East Conduit together are the "Leased Conduits.") Lessee agrees to remove the Leased Conduits from all of Lessor's handholes and either install its

own handholes and place the Leased Conduits in Lessee's new handholes or splice the conduit and have no handholes, all at Lessee's discretion and expense.

4. Term. Subject to the terms and conditions set forth herein, this Lease Agreement shall continue in force for a term of sixty (60) months from the Effective Date unless sooner terminated pursuant to the provisions of this Lease Agreement. Notwithstanding the foregoing, Lessee may terminate this Lease Agreement for the Leased Premises only with or without cause sixty (60) days after giving Lessor written notice. If at any time or for any reason the lease of the Leased Premises terminates before the end of the term, Lessee's lease of the 96 Strands shall also terminate. On the last day of the term, the last day of any renewal thereof pursuant to Section 5, or upon earlier termination of this Lease Agreement, Lessee shall quit and surrender the Leased Premises, the Leased Fibers, and the Leased Conduits to Lessor broom clean, in good order, condition and repair except for ordinary wear and tear and damage by fire or other insured casualty. Lessee shall restore the Leased Conduits to Lessor's handholes, and if Lessee installed handholes, remove Lessee's handholes and restore the area to its original condition in accordance with Lessor's specifications. If Lessee's restoration does not meet Lessor's specifications, Lessor shall give Lessee notice that the restoration is inadequate and Lessee shall have fifteen (15) days to complete the repairs. If Lessee fails to satisfy Lessor's specifications within that fifteen (15) day period, Lessor may complete the restoration and Lessee shall be pay Lessor for all of Lessor's costs to do the work.

5. Renewal. Lessee, at Lessee's sole option, may renew the term of this Lease Agreement for the 2 Strands and the Leased Conduits only for two additional five (5) year terms on the same terms and conditions except as otherwise provided in Section 7. Lessee shall give notice to Lessor of its intention to renew said lease no less than sixty (60) days or more than one hundred eighty (180) days before the end of the term or any renewal thereof or lose its right to renew. The lease for the Leased Premises and 96 Strands is not renewable.

6. Use. The Leased Premises are to be used by Lessee solely for the purpose of housing network operating equipment. The Leased Fibers are to be used solely to serve the Leased Premises. The Leased Conduits are to be used solely to serve Lessee's customers.

7. Rent.

(a) Lessee hereby agrees to pay Lessor base annual rent of \$9,000 for the Leased Premises and the 96 Strands payable in twelve equal installments of \$750.

(b) During the first twenty-four (24) months of the term of this Lease Agreement, Lessor agrees not to charge Lessee rent for the 2 Strands from the NOC to FiberNet. If Lessee exercises its option to exchange the 2 Strands for two (2) strands of fiber to the Kearns building in Salt Lake City, Utah during said twenty-four month period, Lessee shall pay Lessor \$50 per mile per strand each month (\$1,950/month) for the difference in fiber mileage (19.5 miles) between the two routes. During the last thirty-six months of the term, Lessee shall pay Lessor at the same rate for all fiber miles (36 miles) of the route to the Kearns building for the 2 Strands each month (\$3,600/month). If Lessee exercises its right to renew the lease for the 2

Strands, Lessor and Lessee agree to renegotiate the lease payment for the 2 Strands based on their fair market value at the time of renewal.

(c) Lessee agrees to pay Lessor \$292 per month for the 500 East Conduit and \$90 per month for the 100 East Conduit beginning in the month Lessee first uses said conduits. If Lessee exercises its right to renew the lease for the Leased Conduits, the lease payments shall be adjusted in accordance with the change in the Consumer Price Index (CPI) from the beginning of the term or any renewal thereof.

All payments herein are due and payable on the first day of each calendar month during the term or any renewal thereof at the address designated by Lessor without notice, demand, set off or counterclaim. Payments for the first and last months of the term or any renewal shall be prorated. All past due installments of rent shall bear interest at an annual rate of fourteen percent (14%).

8. Services. Lessor agrees to provide heat, ventilation, air conditioning, electricity, gas, water and garbage removal utilized in operating the facilities serving the Leased Premises. Lessor is responsible for all maintenance, repairs, and costs thereof for the Leased Fibers and Leased Conduits. Lessee is responsible to install and maintain any fiber Lessee installs in the Leased Conduits.

9. Parking. Lessee acknowledges and accepts that parking is limited at the Building and is only available during normal working hours in the east parking lot of the Building for deliveries requiring 15 minutes or less. At times other than during normal working hours Lessee may use said east parking lot. Otherwise during normal business hours Lessee may use the parking lot across the street from the Building at the Fire Rescue building, but may not use either parking lot for overnight parking or storage.

10. Quiet Enjoyment. Lessor covenants that Lessee shall have and peacefully hold and enjoy the Leased Premises subject to the other terms hereof, provided that Lessee pays the rental and other sums herein recited to be paid and performs all of the covenants and agreements herein contained.

11. Repairs. Lessor agrees to make repairs as may be required for normal maintenance operations of the Leased Premises. The Lessor shall make all structural repairs, interior and exterior, as and when needed in the Building except for those repairs which Lessee is responsible pursuant to any other provisions of this Lease Agreement. Lessee shall pay for all ordinary or extraordinary repairs caused by the installation, use or operation of Lessee's property in the Leased Premises, the moving of Lessee's property in or out of the Building, the misuse or neglect by Lessee or any of its employees, agents or contractors of the Building.

12. Inspection. Lessee shall permit Lessor and its contractors, agents or representatives to enter into and upon any part of the Leased Premises at all reasonable hours to inspect or clean the same, make repairs, alterations or additions thereof, or for any other purpose, as Lessor may deem necessary or desirable, and Lessee shall not be entitled to any abatement or reduction of rent by reason thereof.

13. Nuisance. Lessee shall conduct its business and control its agents, employees, invitees, contractors and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any other lessee or the Lessor in its operation of the Building

14. Fixtures. All alterations, physical additions, or improvements in or to the Leased Premises (including fixtures but excluding trade fixtures) shall, when made, become the property of the Lessor and shall be surrendered to Lessor upon termination of this Lease Agreement, whether by lapse of time or otherwise; provided, however, this clause shall not apply to movable equipment or furniture owned by Lessee.

15. Mechanic's Liens. Lessee shall indemnify and hold harmless Lessor from and against all claims, damages, costs (including attorney's fees and costs of suit), losses, liabilities, or causes of action arising out of or relating to any alteration, addition or improvement made by Lessee to the Leased Premises, Leased Fibers, or Leased Conduits, including but not limited to any mechanics' or materialmen's liens asserted in connection herewith. Should any mechanic's or other liens be filed against any portion of the Building by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled or discharged of record by bond or otherwise within ten (10) days after notice by Lessor. If Lessee shall fail to cancel or discharge said liens, within said ten-day period, Lessor may, at its sole option, cancel or discharge the same and upon Lessor's demand, Lessee shall promptly reimburse Lessor for all costs incurred in canceling or discharging such liens.

16. Damages from Certain Causes. Lessor shall not be liable or responsible to Lessee for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or any cause beyond Lessor's control, or for any damage or inconvenience which may arise through repair or alteration of any part of the Building.

17. Fire Clause. If the Leased Premises shall be partially destroyed by fire or other casualty so as to render the Leased Premises unrentable in whole or in part, the rental provided for herein shall abate thereafter as to the portion of the Leased Premises rendered unrentable until such time as the Leased Premises are made tenable as determined by Lessor and Lessor agrees to commence and prosecute such repair work promptly and with all due diligence. However, in the event such destruction results in the Leased Premises being unrentable in whole or in substantial part for a period reasonably estimated by a responsible contractor selected by Lessor to be one (1) year or longer after the loss, or in the event of total or substantial damage or destruction of the Leased Premises or the remainder of the Building from any cause and if Lessor shall decide not to rebuild, then in either event all rent owed up to the time of such destruction shall be paid by Lessee and thenceforth this Lease Agreement shall cease and come to an end for the Leased Premises, but not for the Leased Fibers and Leased Conduits. Lessor shall give Lessee written notice of its decisions, estimates or elections under this section within sixty (60) days after any such damage or destruction to the Leased Premises, in which event Lessee shall bear the cost (including rentals which are lost due to any excess construction time) of such restoration or rebuilding to the extent the same exceeds the costs Lessor would have incurred had only Building standard improvements been used.

18. Events of Default. Each of the following events shall be considered a default of Lessee under this Lease Agreement: (1) failure to pay the monthly rent ; (2) non-payment of any sum to be paid by Lessee under this Lease Agreement; (3) the non-performance of any other agreement and covenant or condition which Lessee is required to observe and to perform, including any breach of any agreement made in relation to the sale of certain assets by Lessor to Lessee; (4) the levy or execution upon the interest of Lessee under this Lease Agreement; (5) the filing of any petition by or against Lessee to declare Lessee a bankrupt, or to delay, reduce or modify Lessee's debts or obligations; (6) the filing of any petition or other action to reorganize or modify Lessee's capital structure, or the judicial declaration that Lessee is insolvent according to law; (7) subject to Lessee's right to terminate in paragraph 3, the vacation or abandonment by Lessee of the Leased Premises or any part thereof or Leased Fiber during the term or any renewal; and (8) the cessation of Lessee to exist as a corporation in good standing in the state of its incorporation or dissolution or liquidation of Lessee. Lessor may treat the occurrence of any one or more of the foregoing events as a breach of this Lease Agreement. Notwithstanding the foregoing, no levy, execution, legal process or petition filed against Lessee shall constitute a breach of this Lease Agreement if Lessee shall vigorously contest the same by appropriate proceedings and shall remove or vacate the same within thirty (30) days from the date of its creation, service or filing.

19. Remedies. Upon any event of default under the terms of this Lease Agreement, Lessor may have one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

(a) Lessor may terminate this Lease Agreement and forthwith repossess the Leased Premises, Leased Fibers, and Leased Conduits and be entitled to recover forthwith as damages a sum of money equal to the total of (i) the cost of recovering the Leased Premises, Leased Fibers, and Leased Conduits (including attorneys' fees and costs of suit); (ii) the unpaid rent earned at the time of termination, plus interest thereon at the rate of fourteen percent (14%), (iii) the present value of the fair market rental value of the Leased Premises, Leased Fibers, and Leased Conduits for said period; and (iv) any other sum of money and damages owed by Lessee to Lessor.

(b) Lessor may terminate Lessee's right of possession and may repossess the Leased Premises, Leased Fibers, and Leased Conduits by forcible entry, detainer suit or otherwise, without thereby releasing Lessee from any liability hereunder and without demand or notice of any kind to Lessee and without terminating this Lease Agreement, in which event Lessor may, but shall be under no obligation to do so, relet the same for the account of Lessee for such rent and upon such terms as shall be satisfactory to Lessor. For the purpose of such reletting Lessor is authorized to paint or make any repairs, changes, alterations or additions in or to the Leased Premises, Leased Fibers, and Leased Conduits as may be reasonably necessary or desirable. If Lessor shall fail or refuse to relet the Leased Premises, Leased Fibers, and Leased Conduits, or if the same are relet and a sufficient sum shall not be realized from such reletting to satisfy the rent provided for in this Lease Agreement to be paid, then (i) Lessee shall pay to Lessor as damages a sum equal to the amount of the rental required in this Lease Agreement for such period or periods, plus the cost of recovering possession of the Leased Premises, Leased Fibers, and Leased Conduits (including attorneys' fees and costs of suit), the unpaid rent earned at the time of repossession or reletting plus annual interest thereon at the rate of fourteen percent

(14%), and the costs incurred in any attempt by Lessor to relet the Leased Premises, Leased Fibers, and Leased Conduits. If the Leased Premises, Leased Fibers, and Leased Conduits have been relet, the Lessee shall satisfy and pay any deficiency. Any such payment due Lessor shall be made upon demand therefor and Lessee agrees that Lessor may file suit to recover any sums falling due under the terms of this Section. No delivery to or recovery by Lessor of any portion due Lessor hereunder shall be any defense in any action to recover any amount not theretofore reduced to judgment in favor of Lessor, nor shall such reletting be construed as an election on the part of Lessor to terminate this Lease Agreement unless a written notice of such intention be given to Lessee by Lessor. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease Agreement for such previous breach.

20. Time to Cure. Lessor, before exercising any of the remedies provided in Section 18 of this Agreement shall give written notice to Lessee of such Event of Default and:

(a) if the Event of Default is a Monetary Default, Lessee shall have fifteen (15) days within which to cure the default following giving of notice; or

(b) if the Event of Default is a Non-Monetary Default, Lessee shall have thirty (30) days within which to cure the default after the giving of notice; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, such 30-day period shall be extended if Lessee shall, within such period, commence such cure and give written notice to Lessor of the actions taken (and to be taken) to effect such cure and, thereafter, diligently pursues the same to completion within a reasonable time.

A "Monetary Default" means an Event of Default that involves the failure to pay money when due. A "Non-Monetary Default" means all other Events of Default whether defined herein or in a Transaction Document that are not Monetary Defaults.

21. Insurance. Lessor shall maintain fire and extended coverage insurance on the Building including additions and improvements by Lessee which are made by Lessee and which have become or are to become the property of Lessor upon vacation of the Leased Premises by Lessee. Said insurance shall be maintained at the expense of Lessor and payments for losses thereunder shall be made solely to Lessor.

(a) Lessee shall maintain, at its expense, fire and extended coverage insurance on all of its personal property, including removable trade fixtures located in the Leased Premises and on all additions and improvements made by Lessee and not required to be insured by Lessor above. If the annual premiums to be paid by Lessor shall exceed the standard rates because of Lessee's operations, contents of Leased Premises or improvements with respect to the Leased Premises beyond building standard, result in extra hazardous exposure, Lessee shall promptly pay the excess amount of the premium upon request by Lessor.

(b) Lessee shall also maintain at all times during the term of this Lease Agreement, at its own cost and expense, insurance coverage listed below and shall require its subcontractors and agents to maintain the same insurance.

(1) Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage (including loss of use) occurring or arising out of any use, occupancy, installation, or repair by Lessee of the Leased Premises, Leased Fibers or Leased Conduits in connection with this Lease Agreement. The limits of insurance shall not be less than \$1,000,000 for each occurrence and \$2,000,000 in general aggregate, all of which shall be adjusted each even-numbered year in accordance with Utah Code Ann. § 63-30d-604(4).

(2) Workers' Compensation insurance.

22. NO WARRANTIES; LIMITATION OF LIABILITY. LESSOR MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND LESSEE HEREBY EXPRESSLY WAIVES AND DISCLAIMS ALL SUCH WARRANTIES IN CONNECTION WITH THE LEASED PREMISES, LEASED FIBERS, OR LEASED CONDUITS PROVIDED PURSUANT TO THE TERMS OF THIS AGREEMENT. UNDER NO CIRCUMSTANCE SHALL LESSOR BE LIABLE TO LESSEE OR ANY OTHER PERSON FOR SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, LOSS OF CUSTOMERS, DAMAGE TO CUSTOMER RELATIONS OR SIMILAR CLAIMS BY LESSEE OR ANY PERSON CLAIMING THROUGH LESSEE. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY ACT OR OMISSION OF ANY OTHER ENTITY FURNISHING FACILITIES OR EQUIPMENT USED WITH RESPECT TO OR IN CONJUNCTION WITH THIS AGREEMENT.

23. Non-Waiver. Failure of Lessor to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Lessor shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder.

24. Holding Over. In the event of holding over by Lessee after expiration or termination of this Lease Agreement without the written consent of Lessor, Lessee shall pay as liquidated damages double rent for the entire holdover period. No holding over by Lessee after the term of this Lease Agreement shall be construed to extend the Lease Agreement; in the event of any unauthorized holding over, Lessee shall also indemnify Lessor against all claims for damages by any other tenant to whom Lessor may have leased all or any part of the Building effective after the termination of this Lease Agreement. Any holding over with the written consent of Lessor shall thereafter constitute this lease as a lease from month to month.

25. Attorneys' Fees. In the event either party defaults in the performance of any of the terms, agreements or conditions contained in this Lease Agreement and the other party places the enforcement of this lease, or any part thereof, or the collection of any rent due or to become due hereunder, or recovery of the possession of the Leased Premises, Leased Fibers, or Leased Conduits, in the hands of an attorney who files suit upon the same, and should such non-defaulting party prevail in such suit, the defaulting party agrees to pay the other party's reasonable attorney's fees.

26. Subordination. Lessee agrees that, upon the request of Lessor made in writing, Lessee will subordinate this Lease Agreement to each mortgage or deed of trust which may now or hereafter encumber the Building and/or the Land, as well as to renewals, modifications, consolidations, replacements and extensions thereof; provided, however, that the holder of any mortgage or deed of trust shall enter into an agreement with Lessee providing that Lessee shall not be disturbed in its possession of the Leased Premises or its rights hereunder terminated by such holder as long as Lessee is not in default under this Lease Agreement.

27. Estoppel Certificate. At Lessor's request, Lessee will execute an estoppel certificate certifying to such facts (if they are true) and agreeing to such notice provisions and other matters as a third party may reasonably require in connection with the business dealings of Lessor and such third party.

28. Assignment. Lessee shall not assign or sublease the Leased Premises, Leased Fibers, or Leased Conduits except by written consent of the Lessor, which consent may be withheld by Lessor in its sole discretion. Lessor shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder in its sole discretion.

29. Notices. All notices or other communications required or permitted hereunder shall be in writing and may be given by depositing the same in United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, by overnight courier or by delivering the same in person to such party:

If to Seller:

American Fork City
Attn: Broadband Manager
51 East Main Street
American Fork, Utah 84003

If to Lessee:

American Fiber, Inc.
Attn: Larry A. Lires
1503 North Technology Way
Orem, Utah 84097

With a Copy To:

Callister Nebeker & McCullough
Attn: Steve Mecham
10 East South Temple, Suite 900
Salt Lake City, Utah 84133

Notice shall be deemed given and effective when actually received. Either party may change the address for notice by notifying the other party or such change in accordance with this paragraph.

30. Building Access. Lessee acknowledges and accepts that the Building is secure and that Lessor must restrict Lessee's access to the Building to maintain its security. Lessor will issue security cards to no more than six of Lessee's employees who have passed Lessor's background check. The security cards will give Lessee access only to Lessee's equipment in the basement of the Building.

31. Taxes. Lessor shall be responsible for all real property taxes that may be levied or assessed against the Leased Premises by any lawful authority for each calendar year or portion

thereof commencing on the Effective Date; provided that Lessee shall be responsible for all taxes that may be levied or assessed against Lessee's personal property located at the Leased Premises or any fixture or alteration to the Leased Premises installed or constructed by or at the direction of Lessee during the Term. Lessee shall also be solely responsible throughout the term or any renewal for all taxes, fees, or other impositions properly payable with respect to the Leased Fibers and Leased Conduits granted herein.

32. Miscellaneous.

(a) This Lease Agreement shall be binding upon and inure to the benefit of the successors and assigns of Lessor, and shall be binding upon and inure to the benefit of Lessee, its successors, and, to the extent assignment may be approved by Lessor hereunder, Lessee's assigns.

(b) The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other.

(c) All rights and remedies of Lessor under this Lease Agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law; and this Lease Agreement is declared to be a Utah contract, and all of the terms thereof shall be construed according to the laws of the State of Utah.

(d) This Lease Agreement may not be altered, changed or amended, except by an instrument in writing executed by all of the parties hereto merely because such parties are the "Lessor" or the "Lessee" hereunder or such parties or their counsel are the draftsmen of this Lease Agreement.

(e) Lessee warrants that all consents or approvals required of third parties (including but not limited to its Board of Directors or partners) for the execution, delivery and performance of this Lease Agreement have been obtained and that Lessee has the right and authority to enter into and perform its covenants contained in this Lease Agreement.

(f) Whenever in this Lease Agreement there is imposed upon Lessor the obligation to use its best efforts, reasonable efforts or diligence, Lessor shall be required to do so only to the extent the same is economically feasible and otherwise will not impose upon Lessor extreme financial or other burdens.

(g) Lessee agrees to comply with all statutes, codes, rules, regulations or other requirements of any Federal, State, municipal or other public authorities with respect to the demised premises and its business thereon.

(h) If any terms or provision of this Lease Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid and unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and shall be enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this lease of the date aforesaid.

LESSOR:

City of American Fork

LESSEE:

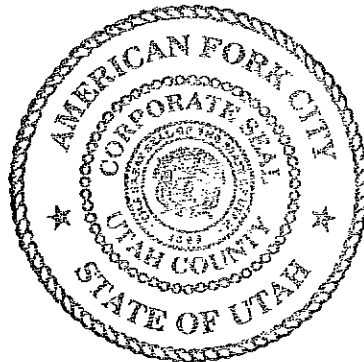
American Fiber, Inc.

By: Heber M. Thompson
Heber M. Thompson
Mayor

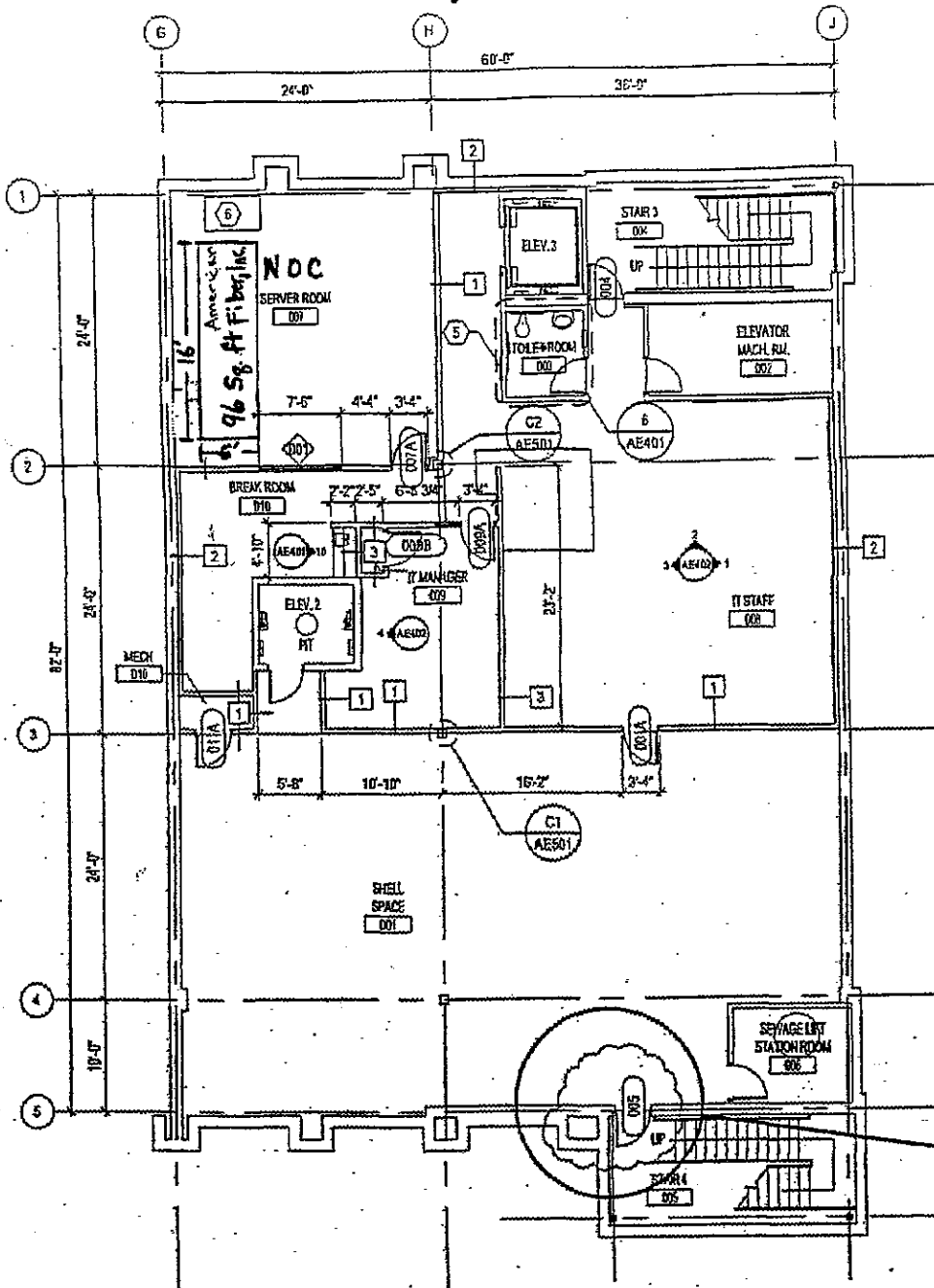
By: [Signature]
Its: President.

ATTEST:

[Signature]
City Recorder

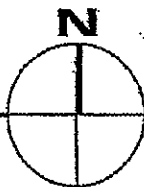


Lease Agreement Exhibit "A"



BASEMENT PLAN

1/16" = 1'-0"



ENLARGED PLAN

1/8" = 1'-0"

