

Doc Number: **0810358**

10/05/2012 01:40 PM

OFFICIAL RECORDS

Requested By:

Dc/District Attorney

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 Of 28 Fee: \$ 0.00

Bk: 1012 Pg: 1517



Deputy sg

Assessor's Parcel Number: N/A

Date: OCTOBER 5, 2012

Recording Requested By:

Name: DOUG RITCHIE, DA'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

LICENSE AGREEMENT #2012.213

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.



FILED

2012.213

CONDUIT OCCUPANCY AND RIGHT OF WAY LICENSE AGREEMENT

2012 OCT -5 AM 9:48

This Conduit Occupancy and Right of Way License Agreement ("Agreement") is entered into by and between **DOUGLAS COUNTY**, a political subdivision of the State of Nevada, ("Licensor,") and **CALIFORNIA BROADBAND COOPERATIVE, INC.**, a California cooperative corporation, ("Licensee"). The Licensor and Licensee are at times collectively referred to as the "Parties" or individually as the "Party."

The Parties mutually agree that the following terms and conditions shall govern: 1) Licensee's use of certain Douglas County public rights of way and 2) Licensee's use of Licensor's Outside Plant (as defined herein) within the areas near Johnson Lane to the Carson City Well which is delineated on the map attached hereto and marked as Exhibit A.

1. DEFINITIONS

(a) "Applicable Construction Requirements" shall mean all conditions imposed upon Licensee by the Douglas County Community Development Department and include all applicable provisions of the Douglas County Code.

(b) "Licensor," except as otherwise provided herein, shall mean Douglas County.

(c) "Licensee," except as otherwise provided herein, shall mean California Broadband Cooperative, Inc.

(d) "Outside Plant" shall mean underground conduit, manholes and handholes owned by Licensor.

(e) "Facilities" shall mean cable, wires, appurtenances and other equipment reasonably necessary to operate a fiber optic network but specifically excludes equipment designed to generate power except on a temporary, emergency basis.

2. LICENSEE'S USE OF OUTSIDE PLANT

Licensee's use of Licensor's Outside Plant shall be confined to supporting those Facilities which Licensor has given Licensee permission to install, as set forth in Exhibit B ("Conduit Occupancy Schedule"), which may be modified from time to time by mutual written agreement of the Parties as required by changes to Licensee's proposed network design. Licensee shall not use the Facilities attached to or placed in Licensor's Outside Plant for any unlawful purpose.

3. PERMISSION TO OCCUPY

Licensor hereby grants Licensee a license to install, maintain and use the Facilities described in Exhibit B or in the Outside Plant identified therein. Subject to availability, Licensor may grant permission to install, maintain and use additional Facilities and Outside Plant upon written request by Licensee, and the Parties' execution of an additional Conduit Occupancy Schedule. Licensor also hereby grants to Licensee a license to install, maintain, and use the Facilities described and depicted in Exhibit C within certain of Licensor's public rights of way. Licensee has previously applied for a Site Improvement Permit for construction within such rights of way and other installations on private property in Douglas County.

4. LAWFUL EXERCISE OF PERMISSION

Licensee shall obtain from public authorities and private owners of real property any and all permits, licenses or grants necessary for the lawful exercise of the permission granted by any Conduit Occupancy Schedule approved hereunder. Licensee shall construct its fiber optic network in Licensor's rights of way in accordance with the engineering plans submitted to Licensor on August 2, 2012, which plans are hereby deemed approved by Licensor subject to the conditions contained in this Agreement (the "2012 Plans"). Licensee shall supply to Licensor "as-built" drawings of the installation of its Facilities within Licensor's rights of way dimensioned from the centerline of the existing roadway and on any real property owned by private parties. Such "as-built" drawings shall show the location of other utility installations in the rights of ways to be occupied by Licensee identified during the USA notification process and during Licensee's construction and installation activities.

Licensor agrees to waive all plan check, license fees, and permit fees in connection with its review of the 2012 Plans except those fees already paid by Licensee prior to the date of the execution of this Agreement. Licensor agrees to allow Licensee to use and occupy the rights of way shown on the 2012 Plans, as amended by the "as-built" drawings supplied by Licensee to Licensor as required by the terms of this Agreement. Licensee shall not be required to obtain any permit from Licensor, other than this Agreement, in order to allow Licensee to construct its Facilities within Licensor's rights of way as shown generally on Exhibit C and as more specifically identified by the "as-built" drawings that Licensee agrees to submit to Licensor.

5. TIMEFRAMES FOR PLACEMENT OF FACILITIES

Licensee shall complete the placement of its Facilities on or in the Outside Plant within such time limit as designated on the Conduit Occupancy Schedule; provided, however, that said time limit shall be extended to compensate for any delays in such placement: (1) caused solely by Licensor or 2) beyond the reasonable control of Licensee. In the event Licensee should fail to complete the placement of its Facilities within said prescribed time limit, the permission granted by Licensor to place said Facilities may be revoked by Licensor upon thirty (30) days prior written notice to Licensee provided, however, said revocation will be abeyed so long as Licensee undertakes and continues substantial efforts to complete the placement of its Facilities. In the event permission is revoked, Licensee shall not have the right to place said Facilities without first reapplying for and receiving permission to do so as prescribed in Paragraph 3 above. However, in no case may Licensee fail to complete the construction and placement of its Facilities within one year of commencing any construction and placement activities.

6. SUSPENSION OF WORK

Licensor shall have the right to require Licensee to immediately suspend, upon oral or written notice, any work being performed, or to be performed, by Licensee hereunder whenever, in Licensor's sole opinion, such work is being performed, or is to be performed, in a manner contrary to any of the provision of this Agreement or in any manner which is likely to cause injury to persons or damage to property. Licensee shall not resume any such work until Licensor has given its written approval to do so.

7. DAMAGE TO FACILITIES

Licensor and Licensee shall exercise all reasonable precautions to avoid causing damage to each other's property or those of others and shall make an immediate report of the occurrence of any such damage caused by its employees, agents or contractors, to the owner(s) of said property. The party causing the damage agrees to reimburse the damaged owner(s) for all reasonable direct costs incurred to repair or replace any damaged property. Notwithstanding the foregoing, it is mutually understood and agreed that neither Party shall be liable for any indirect, special, punitive, or consequential damages.

8. INSPECTIONS

All work performed by Licensee shall be performed in accordance with this Agreement and the Applicable Construction Requirements. Licensee shall contract with and pay for an outside inspection firm to inspect Licensee's construction and conduit installation work in Licensor's rights of way. Such inspector shall be present during all such excavation and conduit work. The inspection firm shall be chosen by Licensee, subject to Licensor's approval. Such approval shall not be unreasonably withheld, conditioned or delayed. Licensor shall have the right to inspect each new installation of Licensee's Facilities within Douglas County and to make periodic inspections of Licensee's Facilities upon thirty (30) days prior written notice to Licensee. If, upon completion of any said inspections, Licensor notifies Licensee to correct any omission to, violation of, or deviation from any of the Applicable Construction Requirements, Licensee shall correct said omission, violation, or deviation from the Applicable Construction Requirements. Licensee must correct said omission, violation or deviation within 30 days except that if, in Licensor's sole opinion, such omission, violation or deviation presents a serious threat of immediate bodily harm or injury or damage to property, Licensee shall commence to make said corrections within 48 hours of Licensor's oral or written notice to do so, unless the Parties agree that Licensee may have a longer timeframe to do so. Licensee shall diligently and without delay complete such corrections after it has commenced to do so. If Licensee fails to make said corrections within the required timeframes, Licensor may, at its option, make said corrections at Licensee's sole cost, risk and expense; provided, further, however, that if Licensee fails to correct deviations which present a serious threat of immediate bodily harm or injury or damage to property, Licensor may withhold permission for Licensee to use any Outside Plant covered by additional applications until said corrections are made by Licensee.

9. SUBSEQUENT PLACEMENT OF FACILITIES

Licensee shall not have the right to place, nor shall it place, any additional Facilities on or in the Outside Plant without first making a written application to Licensor and receiving permission to place additional Facilities, as prescribed in Paragraph 3 above, nor shall Licensee change the position of any Facilities on or in said Outside Plant without Licensor's prior written approval.

10. NO OBLIGATION

Nothing in this Agreement shall be construed to obligate Licensor to grant Licensee permission to use any particular Outside Plant. It is understood and agreed that the Licensee's use of any Outside Plant shall not create or vest in Licensee any ownership or property right to Licensor's property or Outside Plant. Licensee's rights hereunder shall be and remain a mere license and if determined by a court of competent jurisdiction to be anything more than a license, any rights granted to Licensee by this Agreement shall be immediately terminated. Nothing herein contained shall be construed to compel Licensor to maintain any particular Outside Plant for a period longer than Licensor determines, in its sole discretion, is necessary for its own purposes.

11. SUBSEQUENT WORK BY LICENSEE

(a) Licensee, upon written notice from Licensor, and at Licensee's own sole risk and expense, shall relocate, replace or transfer its Facilities, or shall perform any other work in connection with said Facilities, that may be required by Licensor; provided, however, that in cases of emergency, Licensor may relocate, replace or transfer Licensee's Facilities, or perform any other work in connection with said Facilities, that may be required by Licensor to meet its own service requirements or those of any other owner of an interest in said Outside Plant. Upon written demand, Licensee shall pay Licensor's expenses for performing any such work. Licensor shall only require Licensee to relocate, replace or transfer its Facilities if Licensor requires the conduits occupied by Licensee for Licensor's own use for its own service requirements.

(b) In the event of any service outage affecting both Licensor's and Licensee's Facilities, both Parties shall mutually agree on reasonable plans to restore service.

(c) With Licensor's prior concurrence, Licensee may, where available and without charge, temporarily use any spare duct or innerduct for emergency maintenance purposes. Such emergency Facilities shall be removed within ninety (90) days after the date Licensee replaces its existing Facilities in one duct with the placement of substitute Facilities in another duct unless Licensee applies for, and Licensor grants, a license for such conduit system occupancy on a permanent basis pursuant to Paragraph 3 of this Agreement.

12. PERFORMANCE BY LICENSOR

If Licensee should fail to perform any work which it is obligated to do under this Agreement within the time allowed for such work, then Licensor may elect, by prior written notice to Licensee, to perform such work at Licensee's sole risk and expense and, upon demand, Licensee shall pay Licensor's expenses for performing such work. Unless otherwise provided in this Agreement, prior to the termination of this Agreement or performing work on behalf of Licensee, Licensor shall provide Licensee with a reasonable period of time in which to cure any defaults or breaches of this Agreement.

13. VOLUNTARY REMOVALS

Licensee may at any time elect to permanently remove its Facilities from any Outside Plant excepting only the fiber optic cable provided to Licensor as set forth in Exhibit D. In such

case, Licensee shall immediately provide Licensor with written notice of such removal on a form prescribed by Licensor. Removal of said facilities from any part of said Outside Plant shall constitute a termination of Licensee's right to use such part.

14. COMPENSATION

For the privilege of placing and maintaining its Facilities on or in said Outside Plant and Licensor's rights of way, Licensee shall provide to Licensor the exclusive use of certain fiber optic cable as set forth in "Exhibit D" which is attached hereto and hereby made a part hereof.

15. TERM

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be twenty (20) years, effective from the execution of the Agreement by both Parties, and shall automatically renew for successive five (5) year terms unless either Party provides written notice of termination at least one (1) year prior to the end of the initial term or any renewal term. Notwithstanding the termination of this Agreement, it is understood and agreed that Douglas County will retain for its use and benefit the fiber optic cable, as set forth in Exhibit D, in perpetuity.

16. DEFAULT

The occurrence of any of the following shall constitute a material, substantial breach and default of this Agreement by Licensee:

(a) The failure by Licensee to make any payment or transfer any rights or access required to be made by Licensee hereunder where such failure continues for ten (10) calendar days from the date of written notice of delinquency by Licensor;

(b) The assignment, subletting or transfer of any interest under this Agreement in violation of Paragraph 24 of this Agreement;

(c) The failure of Licensee to maintain the insurance in compliance with Paragraph 20 of this Agreement;

(d) Any material violations of this Agreement, which the Licensee fails to cure within thirty (30) days of receipt of written notice from the Licensor detailing the alleged violation or, if such violation is not reasonably capable of being cured within thirty (30) days, the Licensee fails to commence such cure within thirty (30) days and to pursue same with reasonable diligence thereafter except as otherwise provided in Paragraph 8 of this Agreement.

17. TERMINATION

Except as otherwise set forth in Paragraph 16 above, in the event of any material default or breach of this Agreement by Licensee, in addition to all other rights and remedies which Licensor may have at law or equity, Licensor shall have the immediate right to terminate this Agreement by giving Licensee thirty (30) days prior written notice of said termination.. In the event this Agreement is terminated as provided in this paragraph, Licensor shall not be liable to Licensee or any other person or entity for any losses, damages or claims which may arise as a result of said termination. Any termination of this Agreement, in whole or in part, shall not release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise,

which may have accrued or which may be accruing or which arises out of any claim that may have accrued or may be accruing at the time of termination. Notwithstanding the termination of this Agreement, it is understood and agreed that Douglas County will retain for its use and benefit the fiber optic cable, as set forth in Exhibit D, in perpetuity.

18. INDEMNITY

Licensee shall indemnify, defend and hold harmless Licensor, its public officials, employees, and agents (the "Indemnitees") from and against any and all fines, penalties, losses, costs, damages, injuries, claims, expenses or liabilities (hereafter individually and collectively called "Liabilities"), including, but not limited to, Liabilities resulting from the injury to or death of any person, or damage to or loss or destruction of any property arising out of, resulting from or in any way connected with this Agreement or the performance of this Agreement and directly or indirectly caused, in whole or in part, by the acts or omissions, negligent or otherwise, of Licensee or a contractor or an agent of Licensee or an employee or any one of them, regardless of the negligence of any Indemnitee, be it active or passive, except where such Liabilities arise from the sole negligence or willful misconduct of Licensor, its agents or employees. Licensor shall, as soon as practicable, notify Licensee of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Licensee shall, at no cost or expense to any Indemnitee, defend any such suit or legal proceeding, and Licensee shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Licensee shall also (1) keep Licensor and any other Indemnitee subject to such claim fully informed as to the progress of such defense and (2) afford Licensor and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Licensee in the defense or settlement of such claim.

19. LICENSOR'S RIGHTS

Licensor reserves to itself the right to maintain said Outside Plant and to operate its Facilities thereon or therein in such a manner as will best enable Licensor to fulfill its own service requirements. Licensor shall not be liable to Licensee or any third party for any interruption to Licensee's service or any interference with the operation of Licensee's Facilities arising in any manner from the use of said Outside Plant and the Facilities thereon or therein by Licensor, provided such use is in accordance with applicable law and does not otherwise constitute gross negligence or willful misconduct of Licensor, its agents or employees.

20. INSURANCE

(a) Any and all insurance and/or bonds that may be required under the law, ordinances and regulations of any governmental authority, including but not limited to, Workers' Compensation Insurance, are and shall be the sole responsibility of Licensee.

(b) Licensee shall maintain in force insurance coverage and levels at or above those attached to this Agreement as Exhibit "E." Licensor shall be named as an additional insured on any such policies.

(c) Upon Licensor's request, Licensee shall provide Licensor with certification by a properly qualified representative of its insurer that Licensee's insurance complies with the provisions of this paragraph. In addition, such certification shall describe the coverage as being either on an "occurrence" or "claims-made" form. Workers' Compensation Insurance shall

contain a waiver of subrogation against, and an assignment of statutory lien to, Licensor. If requested by Licensor, Licensee shall provide to Licensor a copy of any and all policies of insurance required pursuant to this Agreement.

(d) All insurance policies required by this Agreement shall be issued by companies licensed to transact business in the State of Nevada and which hold a current Policy Holder's Alphabetic and Financial Size Category Rating of not less than "A" according to Best's Insurance Reports.

21. LIENS

Licensee and its contractors shall keep said Outside plant free from any statutory or common law liens arising out of any work performed, materials furnished or obligations incurred by Licensee, its agents or contractors. Licensee agrees to defend, indemnify and hold Licensor harmless from and against any such liens, claims or actions, together with costs of suit, and reasonable attorneys' fees incurred by Licensor in connection with any such claim or action. In the event that there shall be recorded against said Outside Plant any claim of lien arising out of any such work performed, materials furnished or obligations incurred by Licensee or its contractors and such claim of lien is not removed within ten (10) days after notice is given by Licensor to Licensee to do so, Licensor shall have the right to pay and discharge said lien without regard to whether such lien shall be lawful, valid or correct. Licensee shall, within thirty (30) days after written notice from Licensor, reimburse Licensor for any such claim paid by it.

22. CONFIDENTIAL INFORMATION

Any specifications, drawings, sketches, models, samples, tools, computer programs, technical information, confidential business, customer or personnel information or dates, written, oral or otherwise (all referred to as "Information") obtained by Licensee from Licensor under this Agreement shall remain Licensor's property. All copies of such Information in written, graphic or other tangible form shall be returned to Licensor upon request. Unless such Information was previously known to Licensee to be free of any obligation to keep the Information confidential, or has been or is subsequently made public by Licensor or a third party, it shall be kept confidential by Licensee, shall be used only in performing its obligations under this Agreement, and may only be used for other purposes upon such terms as may be agreed to by Franchisor in writing.

Except with Licensor's prior written agreement, Information which Licensee may disclose hereunder to Licensor shall be deemed non-confidential, nonproprietary, and free from all restrictions on use or disclosure. If Licensee provides Licensor with any proprietary or confidential Information which is conspicuously marked as such, Licensor shall use the same degree of care to prevent its disclosure to others as Licensor undertakes with respect to its own proprietary or confidential Information.

Licensee expressly agrees that all documents submitted, filed, or deposited with Licensor by Licensee, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS chapter 239, or any governmental entity. Licensee expressly and indefinitely waives all of its rights to bring (including but not limited to, by way of complaint, interpleader, intervention, or any third party practice) any claims, demands, suits,

actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the Licensor or any of its public officers, employees, or agents, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

23. NO AGENCY RELATIONSHIP

Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the Parties hereto other than the relationship of Licensor and Licensee.

Licensee hereby declares and agrees that it is an independent California Cooperative Corporation and is not an agent, employee or representative of Licensor. Licensee further agrees that, throughout the term of this Agreement, no contractor, employee, agent, representative or officer of Licensee shall represent to any third party that he/she is an employee, agent or contractor of Licensor and that Licensee's employees, agent and contractors shall conduct themselves in a professional manner and properly identify their name and company name when called upon to do so by any third party who has a right to know (e.g., property owners, law enforcement personnel, employees or agents of Licensor). Licensee shall be solely responsible for compliance with all applicable laws governing employment and for Licensee's own acts and those of its employees, agents and contractors during the performance of obligations under this Agreement.

24. ASSIGNMENT

Licensee shall not, without the prior written consent of Licensor, assign, transfer, or sublet this Agreement or permit any other person or entity to use any of Licensee's Facilities placed in or on Licensor's Outside Plant or rights of way. Licensor shall not unreasonably delay, withhold or condition its consent to Licensee's request. Any attempted assignment in contravention of this paragraph shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the respective heirs, administrators, executors, successors and assigns of the Parties. Nothing herein shall prevent Licensee from subletting, licensing, or providing to its customers the use of the conduits, vaults and cables that Licensee is installing in Licensor's rights of way as shown generally on Exhibit C and as more specifically identified by the "as-built" drawings that Licensee agrees to submit to Licensor.

25. GENERAL PROVISIONS

(a) Applicable Law

This Agreement shall be construed in accordance with the laws of the State of Nevada and any legal action arising from or relating to this Agreement must be brought in the Ninth Judicial District Court, in and for Douglas County, State of Nevada.

(b) Time of Essence

Time is of the essence of this Agreement.

(c) Force Majeure

Neither Party shall be deemed in default hereunder to the extent that any delay or failure in the performance of its obligations results from causes beyond its reasonable control and without its fault or negligence. In the event of any such excused delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay. If any excused delay occurs, the Party unable to perform shall give immediate notice to the other Party while simultaneously seeking, in good faith, to utilize reasonable alternative means for accomplishing the purpose of this Agreement and preventing delay.

(d) No Third Party Beneficiaries

Except as otherwise specifically provided in this Agreement, the provisions of this Agreement are for the sole benefit of the Parties hereto and not for any other person or entity.

(e) Waiver

Waiver by either Party of any provision of this Agreement, or of default or breach by the other Party, shall not be deemed a general waiver of any provision of this Agreement or as a waiver by the nondefaulting Party of any subsequent default or breach.

(f) Modification and Amendment.

No provision of this Agreement shall be deemed waived, amended or modified by either Party, unless such waiver, amendment or modification is in writing and signed by the authorized representative of the Party against whom such waiver, amendment or modification is sought to be enforced.

(g) Entire Agreement/conflict with Prior Agreements

This Agreement and the Applicable Construction Requirements, as they may be modified by the Parties, and the Exhibits attached hereto or referenced herein, constitute the entire Agreement between the Parties with respect to the subject matter thereof. Except as otherwise provided in the Agreement, all prior agreements, representations, statements, negotiations, understandings and undertakings are superseded by the terms of this Agreement.

26. SEVERABILITY

The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of the Agreement unenforceable.

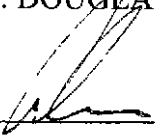
27. NO APPROPRIATION OF FUNDS

All payments and services provided under this Agreement are contingent upon the availability of the necessary public funding. In the event that Licensor does not receive the

funding necessary to perform in accordance with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

EXECUTED THIS 11th DAY OF SEPTEMBER, 2012.

LICENSOR: DOUGLAS COUNTY



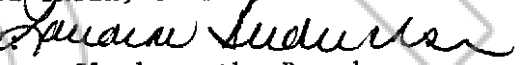
BY: Lee Bonner

ITS: Chairman, Board of Commissioners


ATTEST:

Ted Thran, Clerk-Treasurer

By: 
Clerk to the Board

LICENSEE: CALIFORNIA BROADBAND COOPERATIVE, INC.



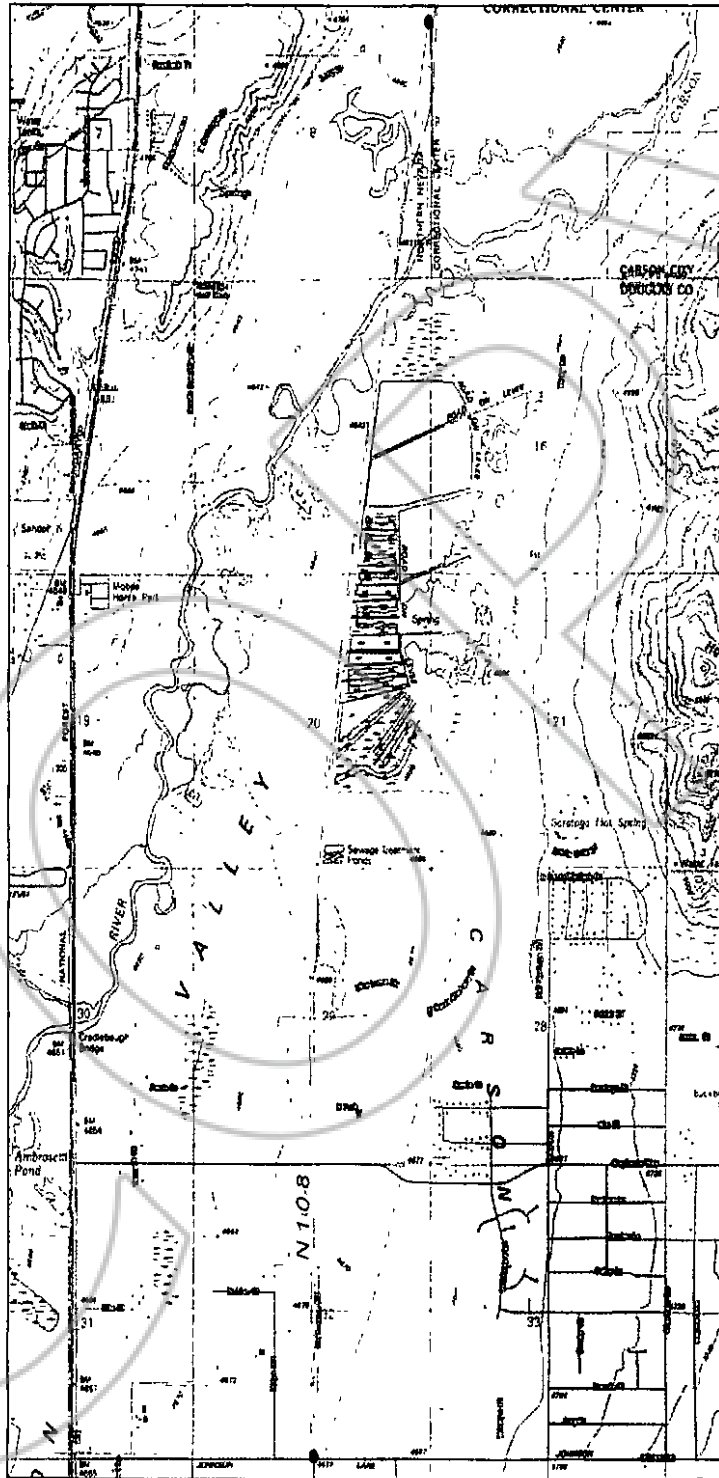
BY: Michael T. Ort

ITS: Chief Operating Officer





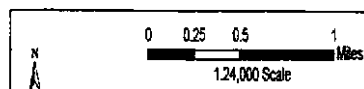
Conduit Occupancy and Right of Way License Agreement EXHIBIT A

Digital 395 Project



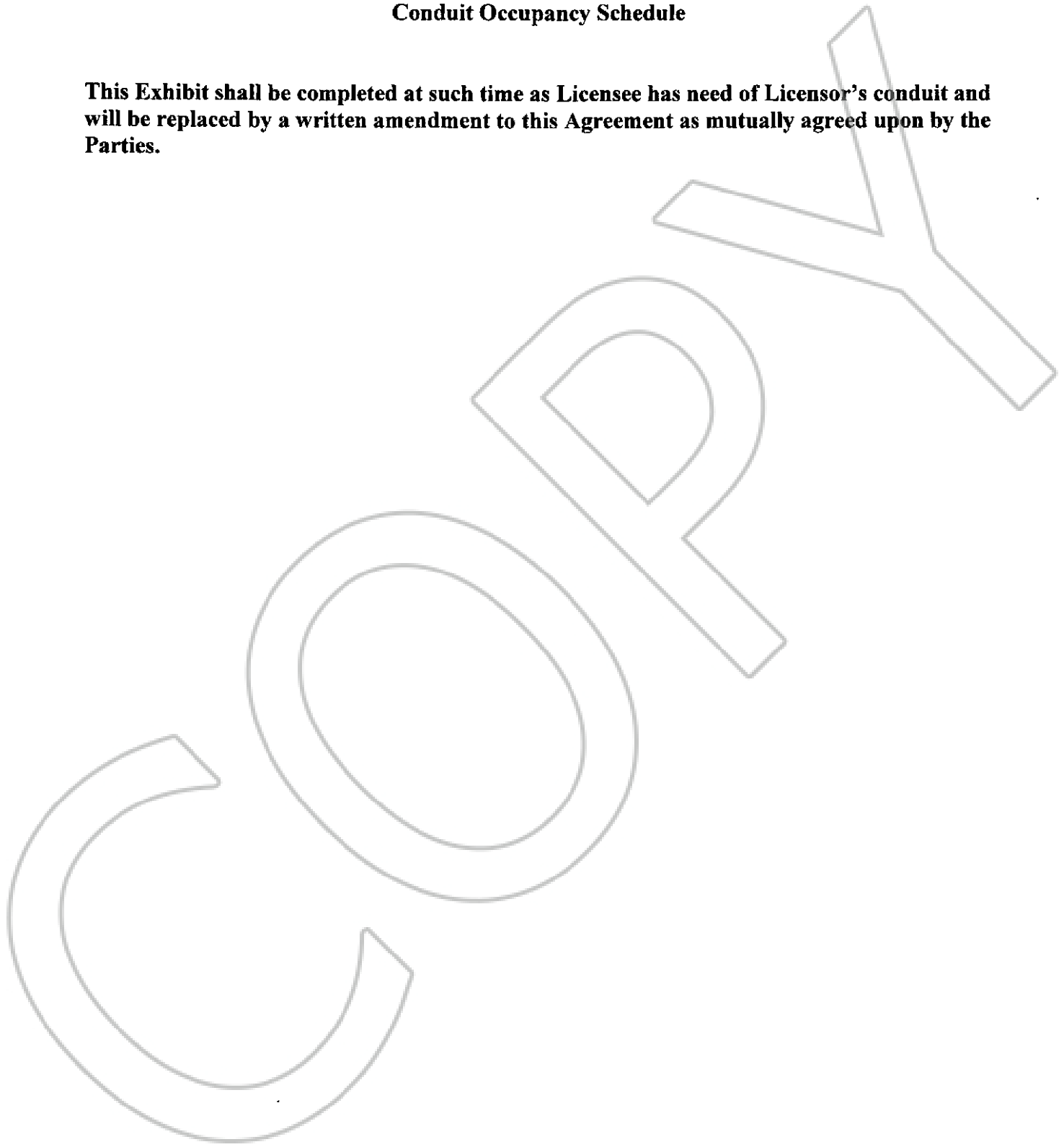
Legend

-  Fiber Alignment
-  DMS Back End Points



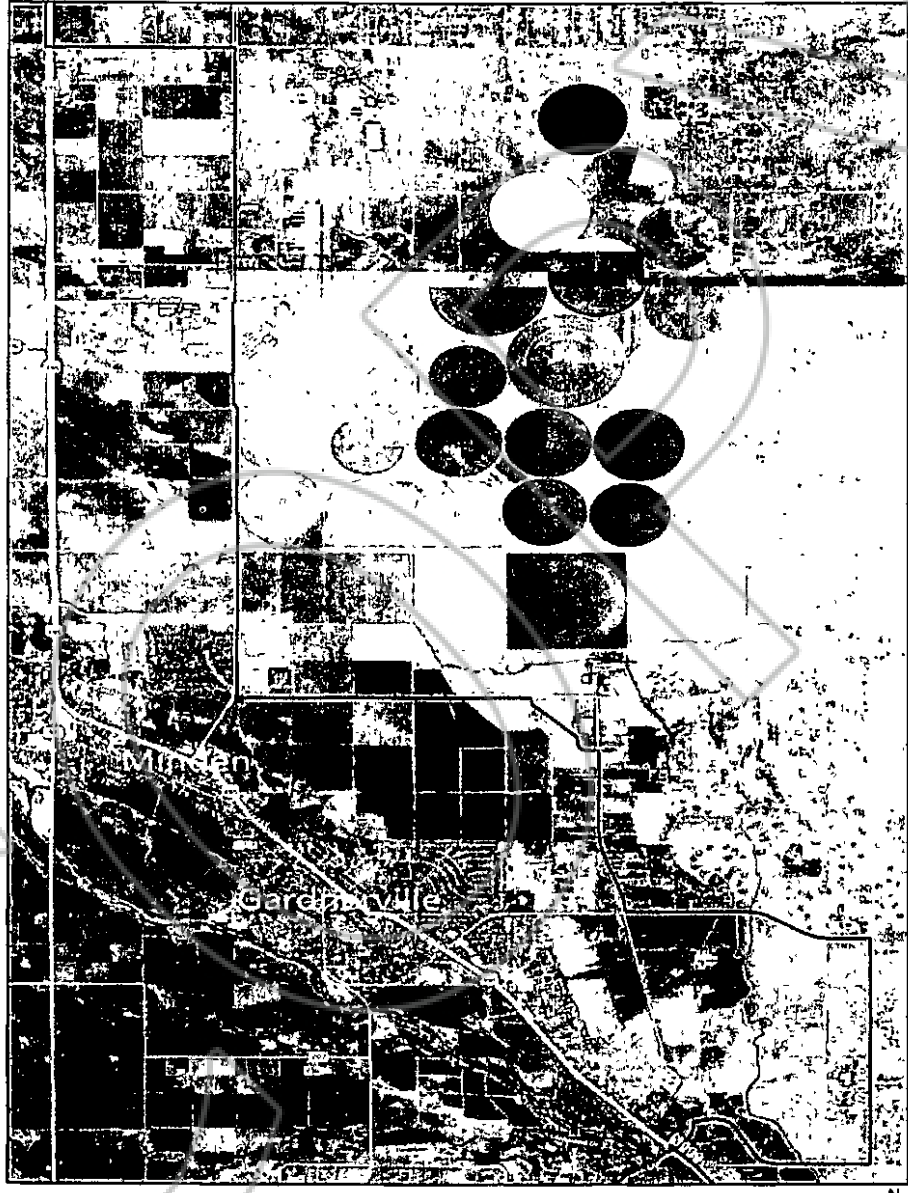
Conduit Occupancy and Right of Way License Agreement
EXHIBIT B
Conduit Occupancy Schedule

This Exhibit shall be completed at such time as Licensee has need of Licensor's conduit and will be replaced by a written amendment to this Agreement as mutually agreed upon by the Parties.

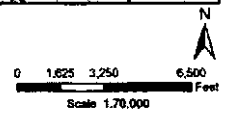


**Conduit Occupancy and Right of Way License Agreement
EXHIBIT C
Maps of Douglas County Rights of Way to be Occupied by Licensee
And Facilities to be Installed by Licensee
(To Be Supplemented by As-Builts Provided by Licensee)**

Digital 395 Project - Douglas County Roads



— Douglas County Line
— Engineered_Backbone_2012-06-07
■ Block End Points



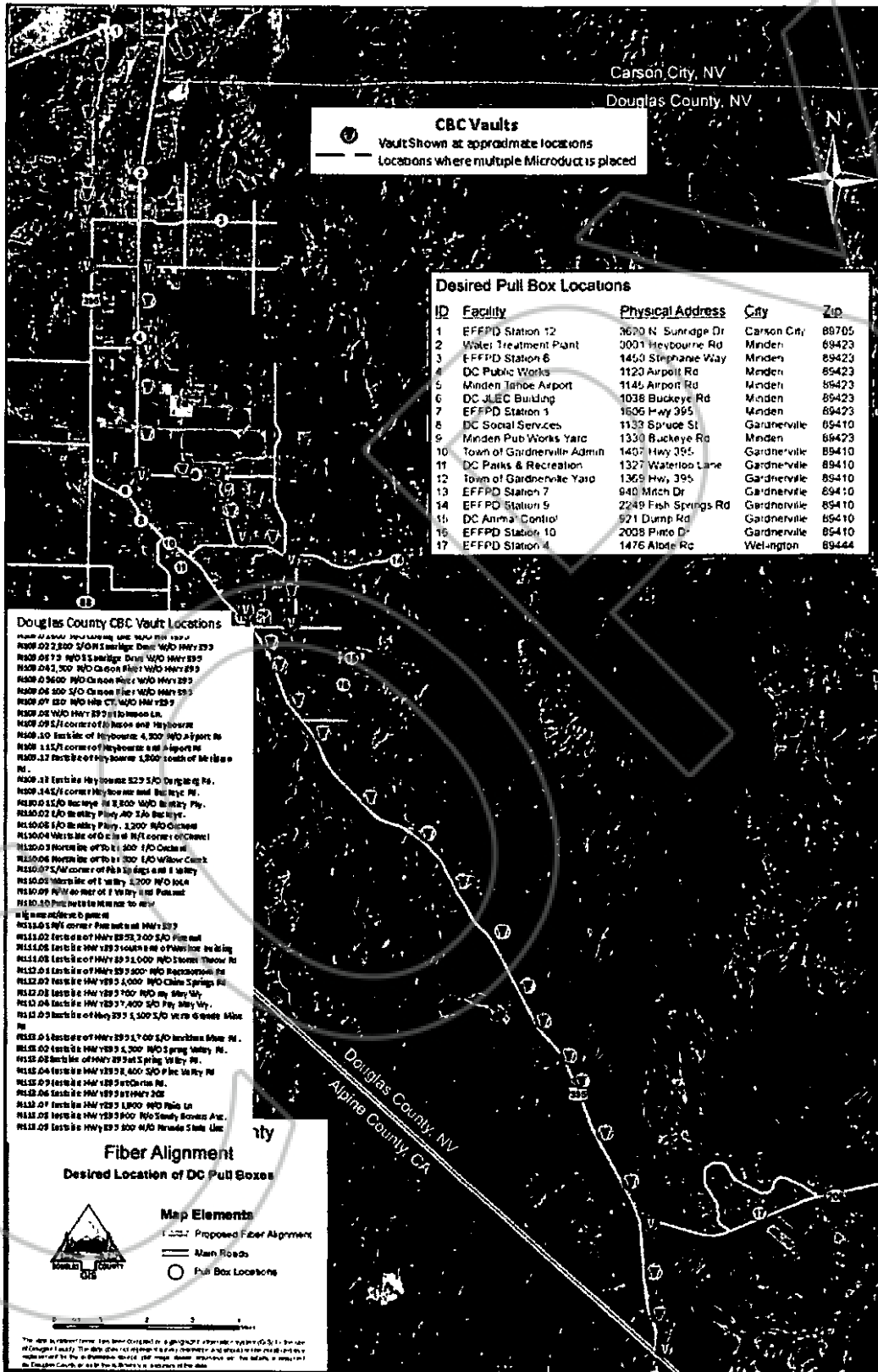
Date: 7/9/2012

EXHIBIT D
Map of Licensee's Backbone and Vault Locations in Douglas County
And Payment

For the privilege of placing and maintaining its facilities on or in said outside plant facilities (water line conduit) and for the use of Licensor's rights of way, Licensee transfers to Licensor the following:

- Six (6) strands of fiber optic cable (one ribbon) from the California/Nevada state line to the Douglas County/Carson City county line along Licensee's backbone.
- The fiber optic cable provided by Licensee to Licensor is for governmental use only (City, County, or State) and cannot be resold to any non-governmental entities or individuals by Licensor.
- Licensee shall provide Licensor access to its six (6) strands of fiber optic cable at the vault locations along Franchisee's backbone to access Douglas County's six (6) strands of fiber optic cable (one ribbon) at such locations as shown on Exhibit D and denoted with a yellow "V" on such Exhibit. In each of these locations, Licensee shall install a stubbed out connection to the fiber optic cable to be utilized by Licensor for its benefit. All connections to the fiber optic cable shall be made by Licensee and charged to Licensor at Licensee's then prevailing rates for such work.
- Licensor shall not have the right to make direct connections or splices into Licensee's fiber optic cable under any condition nor shall Licensor have the right to access any of Licensee's vaults or splice cases without Licensee's prior approval.

Conduit Occupancy and Right of Way License Agreement EXHIBIT D



Conduit Occupancy and Right of Way License Agreement EXHIBIT E Insurance Certificates



CERTIFICATE OF LIABILITY INSURANCE

PRAXASS-01 JCASTLE
DATE (MM/DD/YYYY)
3/29/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0B93657 MWR Insurance Services P.O. Box 11 Sierra Madre, CA 91026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Joe Castle</td> </tr> <tr> <td>PHONE (PAC, No, Ext): (626) 294-1009</td> <td>FAX (A/C, No): (626) 445-4521</td> </tr> <tr> <td colspan="2">ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Peerless Insurance Company</td> <td>NAIC #: 24198</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Joe Castle		PHONE (PAC, No, Ext): (626) 294-1009	FAX (A/C, No): (626) 445-4521	ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A: Peerless Insurance Company	NAIC #: 24198	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME: Joe Castle																					
PHONE (PAC, No, Ext): (626) 294-1009	FAX (A/C, No): (626) 445-4521																				
ADDRESS:																					
INSURER(S) AFFORDING COVERAGE																					
INSURER A: Peerless Insurance Company	NAIC #: 24198																				
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Praxis Associates, Inc. & Praxis Optical Networks California Broadband Cooperative, Inc., Inyo Networks, Inc. 1101 Nimitz Avenue Vallejo, CA 94602																					

COVERAGES **CERTIFICATE NUMBER: 2017** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA8306261	3/31/2012	3/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WED RETENTION WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUS: OTHER TORY LIMITS ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required):
 RE: ARRA DIGITAL 395 PROJECT.

CERTIFICATE HOLDER DOUGLAS COUNTY 1816 8TH STREET NIXON, NV 89424	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

PRAX395-01 AGUTIERREZ

DATE (MM/DD/YYYY)
9/10/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MWR Insurance Services
P.O. Box 11
Sierra Madre, CA 91025

CONTACT NAME:
PHONE (AC, No, Ext): (626) 294-1009 FAX (AC, No) (626) 446-4521
E-MAIL:
ADDRESS:

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: The Insurance Company of the State of Pennsylvania
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
Praxis Associates, Inc. and Praxis Optical Networks
California Broadband Cooperative, Inc.
6995 Sierra Center Parkway
Reno, NV 89511

COVERAGES CERTIFICATE NUMBER: 1033

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD. SURR. INSR, WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X	GL6988360	11/30/2011	3/1/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - CUMULOP AGG \$ 4,000,000
A	EXCESS LIAB X EXCESS LIAB		7523188	11/30/2011	3/1/2014	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) DESCRIPTION OF OPERATIONS below	Y/N	WC014771140	11/30/2011	3/1/2014	WC STATU TORY LIMITS OTH ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ARRA Digital-395 Project, Technology Services, Fiber Optic Cable Installation. The certificate holder is named as additional insured as respects to the work of the named insured's operations per the attached CG2033 0704.

CERTIFICATE HOLDER

Douglas County
1816 8th. Street
Minden, NV 89424

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Araceli Gutierrez

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GL6988350

COMMERCIAL GENERAL LIABILITY
CG 20 33 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



COMMERCIAL LIABILITY GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions

Item 2.g. 2) is replaced with the following:

- 2.g. 2) A watercraft you do not own that is:
 - a) less than 50 feet long; and
 - b) Not being used to carry persons or property for a charge.

Item 2.g. 6) is added:

- 6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph of 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

SECTION I – COVERAGES

COVERAGE C. MEDICAL PAYMENTS

If Medical Payments Coverage is provided under this policy, the following is changed:

3. Limits

The medical expense limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the declarations.

Coverage C. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

The following is added:

COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES

Insuring Agreement

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that:

- a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
- b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is \$100,000.



SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Item b. and d. are replaced with:

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED

Item 4. is replaced with:

- 4. Any subsidiaries, companies, corporations, firms, or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if:
 - a) you have the responsibility of placing insurance for such entity; and
 - b) coverage for the entity is not otherwise more specifically provided; and
 - c) the entity is incorporated or organized under the laws of the United States of America.

However, coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under this provision is afforded only until the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

SECTION III – LIMITS OF INSURANCE

Paragraph 2 is amended to include:

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

Paragraph 6. is replaced with the following:

- 6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of:

- a. \$500,000. or
- b. The amount shown in the Declarations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2. a. is replaced with:

2. Duties in The Event of Occurrence, Offense, Claim or Suit

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim, or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
 - 1) How, when and where the "occurrence" or offense took place;
 - 2) The names and addresses of any injured persons and witnesses; and
 - 3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

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Item 4. b. 1) b) is replaced with:

b. Excess Insurance

1)b) That is Fire, Explosion or Sprinkler Leakage insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner; or

Item 6. is amended to include:

6. Representations

d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8. is replaced with:

8. Transfer of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V – DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"

a. is changed to:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.



The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of:

- a. Your ongoing operations performed for that person or organization; or
- b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision A. does not apply:

- a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury";
- b. To "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;
- c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities;
- d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing;
- e. To any person or organization included as an insured under provision B. of this endorsement;
- f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

B. ADDITIONAL INSURED – VENDORS

Paragraph 2. under SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;

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- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.



0810358

Page: 27 of 28

BK : 10 12
PG : 1543
10/05/2012 01:40 PM**CERTIFICATE OF LIABILITY INSURANCE**

PRAXASS-01 AGUTIERREZ

DATE (MM/DD/YYYY)

9/10/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MWR Insurance Services P.O. Box 11 Sierra Madre, CA 91025	CONTACT NAME: PHONE (A/C, No, Ext): (626) 294-1009 FAX (A/C, No): (626) 445-4521 E-MAIL: ADDRESS:
INSURED Praxis Associates, Inc. & Praxis Optical Networks California Broadband Cooperative, Inc. 1101 Nimitz Avenue Vallejo, CA 94592	INSURER(S) AFFORDING COVERAGE INSURER A : Continental Casualty Company NAIC # 20443 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 4008

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL BURH INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIDP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					MC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		425530651	3/10/2012	3/10/2013	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 \$2,000,000 Each Claim \$2,000,000 Aggregate \$10,000 Ded

Re: ARRA Digital-395 Middle Mile Project; Technology Services, Fiber Optic Cable Installation.

CERTIFICATE HOLDER

Douglas County
1616 8th. Street
Minden, NV 89424

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Araceli Gutierrez

ACORD 25 (2010/05)

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COPY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE:

Oct 5 2012

Theresa Clerk of the *9th* Judicial District Court of the State of Nevada and for the County of Douglas.

By

Carla M. [Signature] Deputy