

## **Section 2. PRIOR NOTICE, FLAGGING AND OTHER CONDITIONS.**

2.1 Licensee shall notify Licensor's Representative at least five (5) business days before proceeding with any phase of the Work and at all other times before entering the Property for any purpose and shall abide by the instructions of Licensor's Representative concerning the safety of Licensee's personnel. The following personal protective equipment ("PPE") must be worn at all times on the Property: Hard Hats, Safety Footwear, certified Eye Protection with side shields and approved High-Visibility Work wear. Additional forms of PPE may be required under certain circumstances by Licensor's Representative.

2.2 If required by Licensor's Representative, in his sole discretion, Licensor shall furnish such personnel, flagman or watchman as may be necessary to protect the facilities and traffic of Licensor during the performance of the Work or otherwise at any time while Licensee's personnel are on the Property. Licensee shall promptly reimburse Licensor for the actual cost of said services, including, without limitation, hourly wages earned by Licensor's personnel, upon receipt of Licensor's invoice.

2.3 No equipment of Licensee or its contractors shall be placed and operated on, and no Work, maintenance or repairs shall be performed at a distance closer than fifty (50) feet from the center of track, and no equipment shall be moved across the Licensor's track(s) at other than an established public crossing, unless prior consent has been obtained from Licensor's Representative. Appropriate precautions must be taken by Licensee and its contractors to avoid interference with or damage to Licensor's operations and facilities while Licensee's personnel are on the Property.

2.5 The permission herein granted is subject to all existing rights, leases, licenses and occupancies of the Property by third parties. Licensee acknowledges that, in agreeing to this Agreement, Licensor acts on its own behalf only and has no authority to act, and does not claim to act, on behalf of any other entity or person with respect to any right any such other entity or person who may object to this Agreement.

2.6 Licensee shall implement and enforce a safety program conforming to all applicable requirements of federal, state and local laws, rules and regulations.

## **Section 3. LEGAL COMPLIANCE.**

Licensee expressly agrees, at its own cost and expense, to comply and cause its agents, employees and contractor(s) to comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over the Work or Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act and any state or local "One Call" or "Call Before You Dig" requirements. Licensee shall indemnify, defend and save harmless Licensor and its affiliates from and against, and shall pay, all expenses, damages, penalties, and claims that may arise from, or be imposed because of, the failure of Licensee to comply with this Section.

#### **Section 4. LIABILITY AND INDEMNITY.**

4.1 Licensee hereby assumes the risk of and agrees to defend, indemnify and hold harmless Licensor and its affiliates, and each of their directors, officers, agents and employees of Licensor, from and against (a) injury to or death of any person or persons whomsoever, including, but not limited, to the agents, employees or contractor(s) of the parties hereto, and (b) the loss or damage to any property whatsoever, including property claims, demands, suits, judgements or expenses incurred in connection therewith, resulting from or arising out of the acts or omissions of Licensee, its agents, employees or contractor(s), or resulting from, arising out of, or occurring in connection with the entry or presence of Licensee, its agents, employees or contractor(s) on the Property, or the performance or execution of the Work performed hereunder, and the use, maintenance and repair of the fiber optic line on the Property.

4.2 IN NO EVENT UNDER THIS AGREEMENT WILL LICENSOR HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TERM "LICENSOR" AS USED IN THIS SECTION SHALL INCLUDE THE SUCCESSORS, ASSIGNS, AND AFFILIATED COMPANIES OF LICENSOR, AND ANY OTHER RAILROAD THAT MAY BE LAWFULLY OPERATING UPON AND OVER THE TRACKS OF THE TOWNER RAIL LINE, AND THE OFFICERS, AGENTS, INVITEES AND EMPLOYEES THEREOF.

#### **Section 5. INSURANCE.**

Licensee agrees to comply with the insurance requirements attached hereto as Exhibit C and incorporated herein by reference, and shall provide the required certificates of insurance and endorsements to Licensor prior to commencement of the Work.

#### **Section 6. NOTIFICATION.**

Licensee shall promptly notify Licensor's Representative of any loss, damage, injury or death arising out of or in connection with said Work.

#### **Section 7. REMOVAL OF EQUIPMENT FROM PROPERTY.**

Upon completion of the Work, Licensee shall promptly remove from the Property all tools, equipment, materials placed thereon by Licensee. Licensee shall leave the Property in a condition satisfactory to Licensor's Representative.

#### **Section 8. TERMINATION.**

If Licensee defaults on any of the terms set forth in this Agreement and has not cured such default within thirty (30) days after written notice thereof has been given to Licensee's Representative, Licensor shall have the right to terminate this Agreement and the rights granted hereunder immediately by written notice to Licensee's Representative.

## **Section 9. COMPLIANCE AND DOCUMENTATION.**

Licensee agrees, and shall cause its agents, employees or contractor(s), to (a) understand and comply with the terms and conditions of this Agreement, (b) carry a copy of this Agreement at all times while on the Property, and (c) promptly present the copy of this Agreement to any employee of Licensor upon request.

## **Section 10. REPRESENTATIVES.**

The Licensor Representative (to whom all communications to Licensor hereunder shall be sent) is:

Aaron Parsons  
General Manager  
V&S Railway, LLC  
[Aparsons@akrailroad.com](mailto:Aparsons@akrailroad.com)  
(801) 209-4229  
1505 Redwood Road  
Salt Lake City, UT 84104

The Licensee Representative (to whom all communications to Licensee hereunder shall be sent) is:

Ron Christensen  
Manager of Fiber Optic Planning & Deployment  
NE Colorado Cellular, Inc. d/b/a Viaero Wireless  
[ron.christensen@viaero.com](mailto:ron.christensen@viaero.com)  
Office: 1-970-467-3142  
Cellular: 1-970-768-5057  
1224 West Platte Avenue  
Fort Morgan, CO 80701

## **Section 11. COMPENSATION**

11.1 **Application Payment.** The parties acknowledge and agree that prior to the execution of this Agreement, Licensee has paid to Licensor a one-time, non-refundable payment in the sum of Two Thousand Dollars (\$2,000.00) ("Application Payment").

11.2 **Annual Fee.** Commencing November 1, 2017, Licensee shall pay Licensor One Thousand Dollars (\$1,000.00) per year as an annual fee ("Annual Fee"), as adjusted pursuant to Section 11.3, so long as the fiber optic line remains under the Towner rail line as set forth in this License Agreement, is in operable condition, and is being utilized by Licensee. Licensee shall pay the Annual Fee within thirty (30) days of receipt of Licensor's invoice. Licensee shall have no right of refund for any cause whatsoever with respect to the Annual Fee.

11.3 **Adjustment of Annual Fee.** The Annual Fee shall be adjusted each calendar year on the 1<sup>st</sup> day of November (each an "Adjustment Date"), with the first Adjustment Date being November 1, 2018, by the same percentage of the annual increase or decrease in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1982-84=100), for All Items-United

States, as published by the Bureau of Labor Statistics of the United States Department of Labor (“Index”), in accordance with the following formula:

$$A = B \times C$$

where:

A = the Annual Fee to apply on and from the relevant Adjustment Date;

B = the Annual Fee applying immediately prior to the relevant Adjustment Date; and

C = D divided by E;

where:

D = the average of the Index during the 12 month period ending 2 months before the relevant Adjustment Date; and

E = the average of the Index during the 12 month period ending 14 months before the relevant Adjustment Date.

#### **Section 12. NON-WAIVER.**

If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party’s obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

#### **Section 13. APPLICABLE LAW.**

This Agreement shall be governed by and construed under the laws of the State of Colorado, without regard to the choice of law provisions thereof.

#### **Section 14. ASSIGNMENT.**

Licensee shall not assign this Agreement without the prior written consent of Licensor, which consent may be granted or withheld at Licensor’s sole discretion. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

#### **Section 15. INTERPRETATION AND SEVERABILITY.**

To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

**Section 16. COUNTERPARTS.**

This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and counterparts of this Agreement may also be exchanged via email and any emailed signature of a party shall be deemed to be an original signature for all purposes.

**Section 17. HEADINGS**

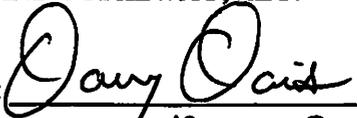
The headings of the Sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

**Section 18. CONSTRUCTION OF TERMS**

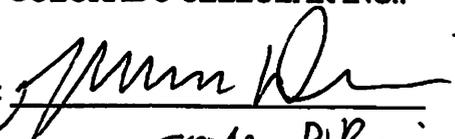
The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the parties that its terms not be construed against any of the Parties by reason of the fact that it was prepared by one of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

V AND S RAILWAY, LLC:

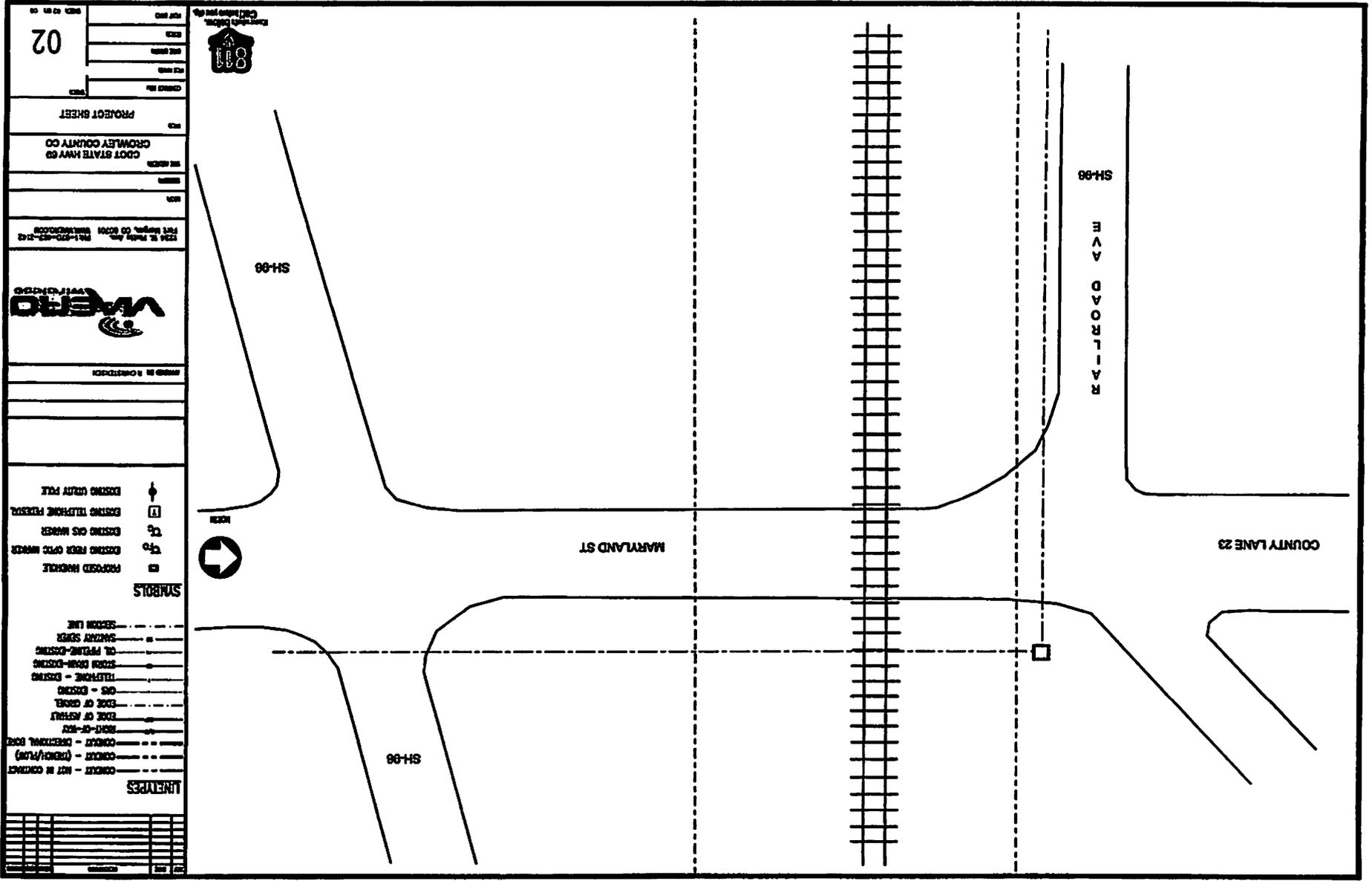
By:   
Printed Name: Doug Davis  
Title: Vice President

NE COLORADO CELLULAR INC.:

By:   
Printed Name: Frank Dirni  
Title: 

**EXHIBIT A**

**DESCRIPTION OF PROPERTY**



<p>DATE: 02/11/14</p> <p>02</p>	
<p>PROJECT SHEET</p>	
<p>CROMLEY COUNTY CO GEORGIA STATE HWY 99</p>	
<p>1234 E. State Ave. 30411-1234</p>	
<p>MADE IN GEORGIA</p>	
<p><b>SYMBOLS</b></p> <p>PROPOSED MANHOLE: </p> <p>EXISTING MANHOLE: </p> <p>PROPOSED POLE: </p> <p>EXISTING POLE: </p> <p>PROPOSED TELEPHONE POLE: </p> <p>EXISTING TELEPHONE POLE: </p> <p>PROPOSED UTILITY POLE: </p>	
<p><b>LINE TYPES</b></p> <p>CONCRETE - NOT IN CONCRETE: </p> <p>CONCRETE - (DRAINAGE/FLASH): </p> <p>CONCRETE - (DIRECTIONAL BOARD): </p> <p>RIGHT-OF-WAY: </p> <p>EDGE OF ASPHALT: </p> <p>EDGE OF GRAVEL: </p> <p>ONE - EXISTING: </p> <p>TELEPHONE - EXISTING: </p> <p>SEWER - EXISTING: </p> <p>WATER - EXISTING: </p> <p>SALESMAN: </p> <p>SECTION LINE: </p>	



A&K1143

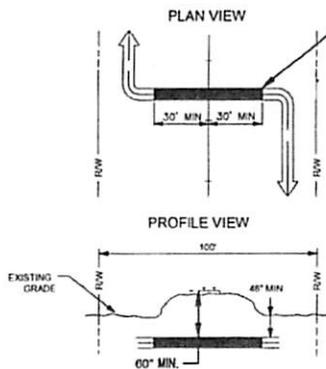
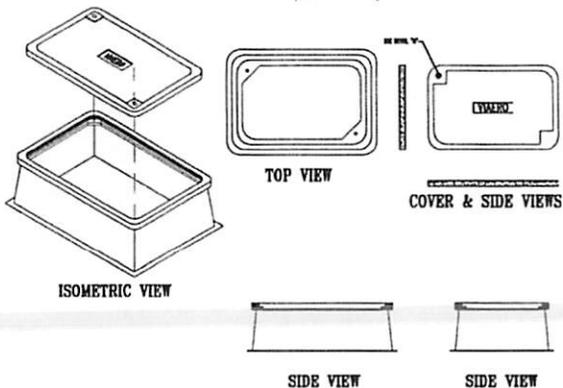


A&K1144

**EXHIBIT B**  
**PROJECT DETAILS**

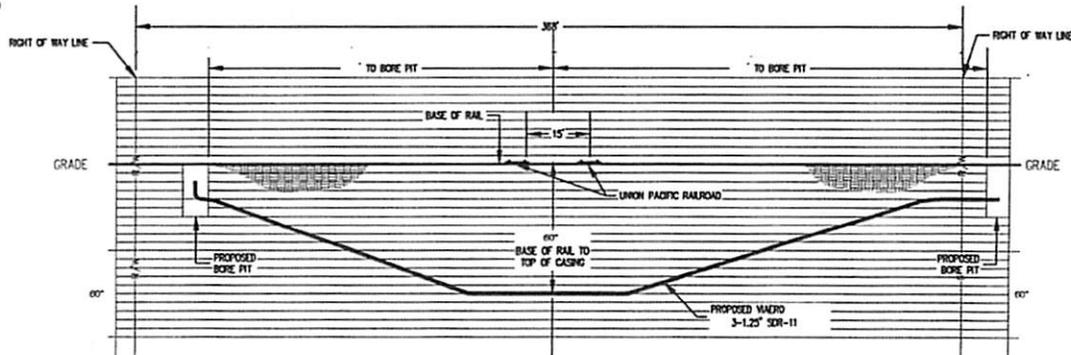
# PROJECT DETAILS

**TYPICAL DETAIL "A"**  
**VIAERO 20K RATED HANDHOLE - SIZE VARIES**  
 (NOT TO SCALE)



**TYPICAL DETAIL "C"**  
**DIRECTIONAL BORE MAIN TRACK/SPURS**  
 (NOT TO SCALE)

NOTE:  
 1. 60" MINIMUM UNDER DITCHES AND CULVERTS.



**UNION PACIFIC RAILROAD (TYPICAL DETAIL "D")**  
**VIAERO - FIBER OPTIC BORE PROFILE**  
 (NOT TO SCALE)

NOTE:

CONTRACTOR SHALL MAINTAIN 60" MINIMUM DEPTH FROM BASE OF RAIL TO TOP OF CASING.

REV	DATE	DESCRIPTION	BY	CHKD



DESIGN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 APPROVED BY: R. CHRISTENSEN



1224 W. Platte Ave. P.O. Box 1-970-667-3142  
 Fort Morgan, CO 80701 WWW.VIAERO.COM

LOGO: \_\_\_\_\_  
 SECTION: \_\_\_\_\_  
 SITE ADDRESS: CDOT STATE HWY 69 CROWLEY COUNTY CO  
 TITLE: PROJECT DETAILS

CONTRACT NO.: \_\_\_\_\_ SHEET: \_\_\_\_\_  
 FILE NAME: \_\_\_\_\_  
 DATE DRAWN: \_\_\_\_\_  
 SCALE: NO SCALE  
 PLOT DATE: \_\_\_\_\_ SHEET 03 OF 04

## EXHIBIT C

### INSURANCE REQUIREMENTS

- (a) Licensee shall, at its own cost and expense, prior to entry onto the Property or the commencement of any Work, procure and thereafter maintain for duration of the license granted hereunder, the following types and minimum amounts of insurance:
- (i) **Commercial General Liability Insurance (“CGL”)**, covering all liabilities assumed by Licensee under this Agreement, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for bodily injury and/or property damage liability per occurrence, and an aggregate limit of not less than Six Million Dollars (\$6,000,000). Such insurance policy shall be endorsed to provide a waiver of subrogation in favor of Licensor and its affiliates and shall include Licensor and its affiliates as additional insureds. An umbrella or excess policy may be utilized to satisfy the required limits of liability under this section, but must “follow form” and afford no less coverage than the primary policy.
  - (ii) **Automobile (Motor Vehicle) Insurance** for all owned, non-owned and hired vehicles used or operated in the performance of the Work with a combined single limit of not less than One Million Dollars (\$1,000,000) for bodily injury and/or property damage liability per occurrence. Such insurance policy shall be endorsed to provide a waiver of subrogation in favor of Licensor and its affiliates and shall include Licensor and its affiliates as additional insureds.
  - (iii) **Worker’s Compensation Insurance** in accordance with applicable laws.
- (b) The following general insurance requirements shall apply:
- (i) The specified insurance policies carry a minimum Best’s rating of “A-” and size “Class VII” or better. Licensor reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified.
  - (ii) All coverages shall be primary and non-contributory to any insurance coverages maintained by Licensor and its affiliates.
  - (iii) Licensee shall provide Licensor with at least thirty (30) days prior written notice of cancellation, non-renewal or material changes in the insurance coverages.
  - (iv) Licensee shall provide Licensor with certificates of insurance and endorsements evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on the Property.
- (c) Licensor may require Licensee to purchase additional insurance if Licensor reasonably determines that the amount of insurance then being maintained by the Licensee is insufficient in light of all relevant factors. If Licensee is required to purchase additional insurance, Licensor will notify the Licensee in writing. Failure of Licensee to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.

- (d) Furnishing of insurance by Licensee shall not limit Licensee's liability under this Agreement, but shall be additional security therefore.**
- (e) Failure to provide the required insurance coverages or endorsements or adequate reporting time shall be at Licensee's sole risk.**
- (f) If contractors are utilized, Licensee agrees to require all such contractors to comply with the insurance requirements of this Exhibit C.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/27/2016

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 <b>Flood and Peterson</b> PO Box 578 Greeley, CO 80632	CONTACT NAME: <b>Kim Case, CIC, CPSR</b>	
	PHONE (A/C No. Ext): <b>(970) 506-3213</b> FAX (A/C No): <b>(970) 506-6865</b> E-MAIL ADDRESS: <b>KCase@floodpeterson.com</b>	
INSURED <b>NE Colorado Cellular, Inc., DBA: Viaero Wireless</b> 1224 W Platte Ave Fort Morgan, CO 80701	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>Hanover Insurance Company</b>	<b>22292</b>
	INSURER B: <b>Pinnacol Assurance</b>	<b>41190</b>
	INSURER C: <b>Zurich</b>	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 2016-2017 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 (NSD   WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X Y	ZH4A01002703	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X Y	AR4989743703 AW401003303	6/1/2016 6/1/2016	6/1/2017 6/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 0	X Y	UH4A01003103	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
B	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 Y	4009961 - CO WC463281505	6/1/2016 6/1/2016	6/1/2017 6/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A	Property	X	ZH4A01002703	6/1/2016	6/1/2017	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
V and S Railway, LLC and its affiliates are included as Additional Insured as required by written contract but only as respects to liability arising out of work performed by the named insured. Waiver of subrogation applies.

CERTIFICATE HOLDER <b>V and S Railway, LLC</b> Aaron Parsons General Manager 1505 Redwood Road Salt Lake City, UT 84104	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 <b>K Case, CIC, CPSR/APR</b> <i>Kimberly J. Case</i>



Ron Christensen  
Manager of Fiber Optic Planning & Deployment  
NE Colorado Cellular, Inc. d/b/a Viaero Wireless  
1224 West Platte Avenue  
Fort Morgan, CO 80701  
[www.viaero.com](http://www.viaero.com)

November 1, 2016

Doug Davis  
AK Railroad  
801-977-6347  
"Doug Davis" [ddavis@akrailroad.com](mailto:ddavis@akrailroad.com)

RE: Fiber Optic Construction – AKRR\_NE Colorado Cellular\_Crossing  
Request\_CL23\_CO96\_Sugar City

Dear Mr. Davis,

NE Colorado Cellular, Inc. d/b/a Viaero Wireless would like to submit the signed Agreement to V and S Railway, LLC and \$2,000.00 application fee for construction at the following location:

State Hwy 96, Railroad Avenue and County Lane 23 / Maryland Street within Crowley County, Colorado. (Latitude 38.235649° Longitude -103.655699°)

Our proposed project is planned to cross the railway right-of-way sometime in the month of December 2016. Please let me know whom you would like us to coordinate with for completing this construction and how many days advanced notice would they need prior to construction start.

Should you have any questions or comments, please do not hesitate to contact me directly.

Sincerely,

Ron Christensen  
(970) 768-5057  
[ron.christensen@viaero.com](mailto:ron.christensen@viaero.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2017

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).

<b>PRODUCER</b> Flood and Peterson PO Box 578 Greeley, CO 80632	<b>CONTACT NAME:</b> Kim Case, CIC, CPSR	
	<b>PHONE (Ac. No. Ext.):</b> (970) 506-3213	<b>FAX (Ac. No.):</b> (970) 506-6865
	<b>E-MAIL ADDRESS:</b> KCase@floodpeterson.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hanover Insurance Company	<b>NAIC #</b> 22292
	<b>INSURER B:</b> Pinnacle Assurance	<b>NAIC #</b> 41190
	<b>INSURER C:</b> Zurich Insurance Company	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**INSURED**  
 NE Colorado Cellular, Inc., DBA: Viaero Wireless  
 1224 W Platte Ave  
 Fort Morgan, CO 80701

**COVERAGES**      **CERTIFICATE NUMBER: 2017-2018**      **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 ITR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	ZB4A01002704	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> 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	Y	AW401003304 AB4989743704	6/1/2017 6/1/2017	6/1/2018 6/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 0	Y	UB4A01003104	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	4009961 - Colorado	6/1/2017	6/1/2018	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000
C		N/A	WC463281506	6/1/2017	6/1/2018	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A			ZB4A01002704	6/1/2017	6/1/2018	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 V and S Railway, LLC and its affiliates are included as Additional Insured as required by written contract but only as respects to liability arising out of work performed by the named insured. Waiver of subrogation applies.

**CERTIFICATE HOLDER****CANCELLATION**

V and S Railway, LLC  
 Aaron Parsons  
 General Manager  
 1505 Redwood Road  
 Salt Lake City, UT 84104

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

K Case, CIC, CPSR/KPA *Kim Case*

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## Additional Named Insureds

### Other Named Insureds

ESKE Wireless, LLC	Additional Named Insured
Mountain Tower & Land LLC	Additional Named Insured
NE Colorado Wireless Technologies, Inc.	Additional Named Insured