

### **Tower Site Lease Agreement**

This Tower Site Lease Agreement ("Lease") is made and entered into Sept 1, 2013, between Blue Mt. Translator District ("Landlord") with a mailing address of P.O. Box 901, La Grande, Oregon 97850 and Cavin Wireless, Inc. ("Tenant") with a mailing address of P.O. Box 231, Cove, Oregon, 97824.

#### **Recitals**

- A. Landlord currently occupies certain land and premises (Site) described on Exhibit A, attached hereto and incorporated herein.
- B. Tenant desires to obtain the right Landlord to use a portion of the Site for the purposes of placing, operating and maintaining on the Site, Tenant's Internet communications system to consist of required equipment and antennas.
- C. Landlord is willing to grant such a right to Tenant for such purpose subject to the terms and conditions set forth herein.

#### **Agreement**

**NOW, THEREFORE**, in consideration of the foregoing, Landlord and Tenant agree as follows:

Term: The term of the lease shall begin on September 1, 2013 and shall expire on August 31, 2016.

Use: Tenant shall use the Premises for the purpose of placing, maintaining, and operating is Broadcast System and Equipment and uses directly incidental thereto. Tenant will not use the Site for any purpose prohibited by applicable law. Tenant will not commit waste and will not create any nuisance. It is further understood and agreed that Tenant's right to use the Premises is contingent upon its obtaining and continually maintaining in full force and effect, after the execution date of this Lease, all the certificates, permits, and other approvals that may be required by any federal, state, or local authorities and/or private landholders. Landlord, at no cost to Landlord, shall cooperate with Tenant in its efforts to obtain such approvals. In the event that any of such applications should be finally rejected or any certificate, permit, licence, or approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Tenant will be unable to use the Premises for its intended purposes, this Lease shall automatically terminate.

Annual Rent: Tenant shall pay to Landlord \$200.00 per month beginning September 1, 2013. Tenant may pay rent annually on September 1st (\$2400.00); by quarter (\$600.00) on September 1st, December 1st, March 1st and June 1st; or monthly (\$200.00) on the 1st. Landlord retains the right to increase or decrease rents

annually on September 1st with thirty (30) day advance written notice.

Utilities: Electrical power will be provided by Landlord. Tenant shall have all electrical work completed in accordance with applicable state law and local codes and only after submitting plans to Landlord and receiving approval.

Tenant shall provide and maintain a backup electrical generator at the site that will provide electrical power for Landlord's transmission equipment and associated required equipment for the duration of this agreement.

Taxes or Assessments: In addition to any applicable Rent, Tenant shall pay additional taxes or assessments, if any, which may be levied or charged to Landlord as a result of tenant's use or occupancy of the Premises, including but not limited to, assessments upon or measured by Rent, including without limitation, any gross revenue tax, excise tax, or value added tax levied by the federal government or any other governmental body with respect to the receipt of Rent; and upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. Tenant shall additionally promptly pay when due all personal property taxes on Tenant's Equipment and personal property on the Premises and any other taxes payable by tenant.

Tenant's Facilities:

- (a) Tenant will install and operate Tenant's Equipment in compliance with all Federal and State rules and regulations.
- (b) All Equipment shall be installed in a good and workmanlike manner and in compliance with all applicable Laws.
- (c) Tenant shall provide to Landlord each September current inventory of Tenant's equipment and its location. No changes or additions to equipment, antennas, poles or any other property not belonging to Tenant or Landlord may be done without first notifying Landlord and receiving approval.

Operation of Tenant's Facilities:

- (a) Tenant shall be responsible, at its sole cost, for the placement, installation, maintenance and replacement of its Equipment.
- (b) Tenant shall not remove from the Site any valuable materials, or any other property not belonging to Tenant.
- (c) Tenant shall not allow debris or refuse to accumulate on the Premises.
- (d) Tenant shall comply with all customary practices and courtesies in use of the Site.

- (e) Tenant shall operate the Tower and Equipment in such a manner that it will not interfere with or retard the operation of the Landlord.
- (f) Tenant shall operate the Tower and Equipment with due care and maintain the Premises in a safe, clean and sanitary condition. Tenant shall, at its sole cost and expense, maintain the In-Use Poles and the Equipment in good repair and condition, exercising due regard for Landlord's equipment on the Site. All damage or injury to the Premises caused by the Tenant, its agents, employees, or invitees may be repaired, restored, or replaced by the Landlord, at the expense of the Tenant. Such expense will be collectible and will be paid by Tenant within 10 days after delivery of a statement of such expense.

Security:

Tenant agrees that it will not change locks on any doors to the Premises or install additional locks on such doors.

Insurance:

At all times during the Term of this Lease, Tenant will carry and maintain, at its own cost and expense:

- (a) Commercial general liability insurance for claims for bodily injury or death and property damage with combined single limits of not less than \$2,000,000 per occurrence, including coverage for premises-operations and contractual liability;
- (b) Landlord will be named as an additional insured and issued a certificate of insurance at each renewal.
- (c) insurance coverage on a broad form basis insuring against "all risks of direct physical loss" on all of Tenant's In-Use Poles and Equipment and personal property located on the Premises and the Site, in an amount not less than their full replacement value. Tenant may satisfy its obligations hereunder through a program of self-insurance;
- (d) Worker's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the state in which the Premises are located, including employer's liability insurance in the limits required by the laws of the state in which the Premises are located.

Waiver and Indemnify:

- (a) From and after execution from this Lease, Tenant assumes all risks of its own operations, and Tenant and its agents and independent contractors shall indemnify and hold harmless Landlord from and against any and all claims, actions, damages,

liabilities and expenses, by reason of death or injuries to persons or damage to property arising either directly or indirectly out of: (i) the use, occupancy, or enjoyment of the Premises by the Tenant, its agents, employees, or contractors, or any maintenance, repair, work, activity, or other things allowed or permitted by Tenant to be done or left undone in or about the Premises, the Building, or the Site; (ii) the actions or omissions of Tenant, Tenant's agents, servants, contractors, or employees, or of any other persons entering into the Premises, the Building, or the Site under express or implied invitation of Tenant; (iii) any breach or default in the performance of any obligation of Tenant under this lease; (iv) the interference of the Equipment; or (v) any negligent or willful act or failure to act of Tenant, its agent, employees, or contractors. Tenant shall not, however, be required to indemnify Landlord to the extent such damages are caused by the gross negligence or willful misconduct of Landlord.

- (b) If the Tower or Equipment are destroyed or damaged by any cause to such an extent or degree that Tenant suffers shut down of service or loss of revenue or property, Landlord shall not be responsible in any way for loss of such revenue or property. If Tenant cannot or chooses not to restore service within 90 days, either party may, at its option and without liability, terminate this Lease upon notice to the other party.

Environmental Matters

- (a) Tenant's Obligations. Tenant will not cause or permit the storage, treatment or disposal of any Hazardous Waste in, on, or about the Premises or any part of the Site by Tenant, its agents, employees or contractors. Tenant will not permit the Premises to be used or operated in a manner that may cause the Site or any part of the Site to be contaminated by any Hazardous materials in violation of any Environmental Laws.
- (b) Mutual Obligations: Each party will promptly notify the other party of (i) any and all enforcement, cleanup, remedial, removal, or other governmental or enforcement cleanup or other governmental or regulatory actions instituted, completed or threatened pursuant to any Environmental Laws relations to any Hazardous Materials affecting any part of the Site; and (ii) all claims made or threatened by any third party against Tenant, Landlord or any part of the Site relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials on or about the Site or any part of the Site.

Removal: Upon the expiration or other termination of this Lease, Tenant shall quit and surrender to Landlord the Premises in good order and condition, and Tenant shall remove all of its Equipment. If within 60 days after the termination of this Lease Tenant has not removed its Equipment and property and not restored the Premises, Landlord may do so and Tenant shall reimburse Landlord for all expenses or costs for removal and restoration.

Holdover: Tenant will have no right to remain in possession of all or any part of the Premises after the expiration of the Term. If Tenant remains in possession of all or any part of the Premises after the expiration of the Term, with the express or implied consent of the Landlord: (a) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (b) such tenancy will not constitute a renewal or extension of this Lease for any further term; and c) such tenancy may be terminated by Landlord upon the earlier of 30 days' prior written notice or the earliest date permitted by law. In such event, Monthly Rent will be at current rate payable at the beginning of each month for the period of holdover. Any other sums due under this Lease will be payable in the amount and at the times specified in this Lease. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease, except that any renewal, expansion or purchase options or rights of first refusal contained in this Lease shall be null and void during such month-to-month tenancy.

Events of Default: The following events are referred to, collectively, as "Events or Default" or, individually, as an "Event of Default":

- (a) Tenant vacates or abandons the Premises;
- (b) This Lease or the Premises or any part of the Premises are taken upon execution or by other processes of law directed against Tenant, or are taken upon or subject to any attachment by any creditor of Tenant or claimant against Tenant, and said attachment is not discharged or disposed of within 15 days after its levy;
- (c) Voluntary or involuntary proceedings under any bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or insolvency act of any state or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of Tenant, and such proceeding is not dismissed or

such receivership or trusteeship vacated within 60 days after such institution or appointment;

- (d) Tenant shall fail to correct and eliminate unacceptable interference caused by its Equipment; or
- (e) Tenant shall fail to perform any of the other agreements, terms covenants or conditions herof on Tenant's party to be performed, and such nonperformance shall continue for a period of 30 days after written notice thereof from Landlord to Tenant, or if such performance cannot be reasonably accomplished within such 30-day period, Tenant shall not have commenced in good faith such performance within such 30-day period, Tenant shall not have commenced in good faith such performance within such 30-day period or shall not have diligently proceeded therewith to completion.

Landlord's Remedies: If any one or more Events of Default set forth above occurs then Landlord has the right, at its election to terminate this Lease, in which case Tenant's right to possession of the Premises will cease and this Lease will be terminated as if the expiration of the Term fixed in such notice were the end of the Term, and all obligations of Landlord and tenant shall cease except as to Tenant's liability as herein provided, and Tenant shall surrender the Premises and remove all of its Equipment.

Condemnation: In the event of a condemnation or other taking by any governmental agency of the Premises or a portion of the Site or the Tower necessary for the operation of Tenant's Equipment on the Tower, this Lease will terminate on the date the condemning authority takes possession of the Premises. The award for the Premises shall be paid to Landlord, except that Tenant will have the right to assert a separate claim against the condemning authority in a separate action so long as Landlord's award is not otherwise reduced, for (i) moving expenses, (ii) business interruption, and (iii) leasehold improvement paid for by Tenant.

Effects of Sale: A sale, conveyance, or assignment of Landlord's interest in the Site will operate to release Landlord from liability from and after the effective date of such sale, conveyance, or assignment upon all of the covenants, terms and conditions of this Lease, express or implied, except those liabilities which arose prior to effective date, and, after the effective date of sch sale, conveyance or assignment, Tenant will look solely to Landlord's successor-in-interest to this Lease. Any such transfer or transfers of title or conveyance shall not disturb Tenant's rights under this Lease so long as Tenant is not in default under this Lease.

Inspection: Landlord reserves the right to enter, at any time, the Premises to inspect the same.

Assignment: Tenant may not assign this Lease and sublet any part or the entire Tower without the approval of Landlord.

Quiet Enjoyment: Landlord covenants and agrees with Tenant that so long as Tenant pays rent and observes and performs all the terms, covenants, and conditions of this Lease, Tenant may peaceably and quietly enjoy the Premises, and Tenant's possession will not be disturbed by anyone claiming by, through, or under Landlord.

Time of the Essence: Time is of the essence of each and every provision of this Lease.

No Waiver: The waiver by either party of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease.

Notices: All notices and other communications required or permitted under this Agreement shall be in writing and shall be given: (a) by United States first class mail, postage prepaid, (b) by hand delivery (including by means of a professional messenger service), or (c) by a nationally recognized overnight delivery service that routinely issues receipts. Any such notice or other communication shall be addressed to the party for whom it is intended at its address set forth above, and shall be deemed to be effective when actually received or refused. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

Landlord's Name: Tenant is prohibited from using Landlord's name, logo, mark or any other identifying symbol as a business reference, in advertising or sales promotion, or in any publicity matter without Landlord's prior written consent.

Counterparts: This Lease may be executed in counterparts, and when each of the parties hereto has executed and delivered one or more counterparts this Lease shall be binding and effective, even though no single counterpart has been executed by both parties.

Entire Agreement: This Lease embodies the entire agreement between the parties hereto relative to the subject matter hereof. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant.

Severability: If any provision of this Lease proves to be illegal, invalid or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid or unenforceable, a provision

will be added as a part of this Lease as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Captions: The captions of the various Articles and Sections of this Lease are for convenience only and do not necessarily define, limit, describe or construe the contents of such Articles or Sections.

Recordation: Tenant shall record a memorandum of this Lease in the public records if it so desires.

Extensions: This Lease may be renegotiated for additional three-year (3 year) terms unless the Landlord terminates it at the end of the then current term by giving Tenant written notice of intent to terminate at least ninety days prior to the end of the then current term. At the end of any current term, landlord may opt for a month to month lease with the written notice to terminate schedule shown below.

- a) 90 days, if notified April-August,
- b) 120 days, if notified in March
- c) 5 months, if Notified in February
- d) 6 months, if notified in January
- e) 7 months, if notified in December
- f) 8 months, if notified in November
- g) 9 months, if notified in October
- h) 10 months, if notified in September

**EXECUTED** as of the day and year first above written.

**LANDLORD:**

**TENANT:**

\_\_\_\_\_  
Dennis Spence, BMTD

\_\_\_\_\_  
Cavin Wireless, Inc.

Name: Dennis Spence

Name: John Cavin

Title: Board President, BMTD

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_