

09/01/15  
11

**THIS LEASE IS THE PROPERTY OF:**

Woodbury County, Iowa  
620 Douglas Street, Suite 104  
Sioux City, Iowa 51101

C/O Starcomm Public Safety Board  
121 Deer Run Trail Climbing Hill, IA 51015  
ATTN: Gary Brown  
Phone: (712) 816-2212  
Fax: (712) 876-2228

And

Senet, Inc.  
~~46 River Rd~~ 1000 Market St., Suite 102  
~~Hudson, NH 03051~~ Portsmouth, NH 03801  
ATTN: Chauncy G. Morgan  
Phone: 603-821-0003  
Fax:

**SITE LEASE AGREEMENT**

THIS SITE LEASE AGREEMENT (hereinafter called "Lease"), is made and entered into as of this 18th day of September, 2015, by and between Woodbury County, Iowa, whose address is 620 Douglas Street, Suite 104, Sioux City, Iowa 51101 under the direction of the Starcomm Public Safety Board, whose address is 121 Deer Run Trail, Climbing Hill, IA 51015, hereinafter called "Lessors", and Senet Inc., having an address at 46 River RD, Hudson, NH 03051, is called "Lessee".

In consideration of the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

**1. Leased Premises.** Lessors hereby Lease to the Lessee, for the period, at the rental, and upon the terms and conditions hereinafter set forth, the following Leased "Premises" located:

**Site Address:** 4 miles East, 4.5 miles South of Merville, Iowa, @ 2028 Jasper Avenue

**Latitude:** 42-24-37.3N      **Longitude:** 095-59-58.3

a. Space on the Woodbury County radio tower for antennas as shown in Exhibit A .

**2. Access.** Lessors also grant to Lessee, access to the spaces described in paragraph one (1) above, seven days a week, 24 hours a day, throughout the term of this Lease, provided that, prior to Lessee or Lessee's contractors climbing the tower for antenna access, Lessee will give Lessors no less than 12 hours prior notice. To allow this access to climb the tower or Fenced Compound, Lessors will give Lessee a key to the lock on the Compound. Each time the Lessee's employee(s) access the location all the Lessee's employees will notify the Facility Manager, in writing, in person or if necessary over the phone by calling (712) 279-6960. These employees will be subject to criminal background checks. Security access to the sites compound will be provided by the Starcomm Director or Facility Manager. Each employee of

1945  
1946  
1947  
1948

1949  
1950

1951  
1952

1953  
1954

1955  
1956  
1957  
1958  
1959  
1960

1961  
1962

1963  
1964  
1965  
1966  
1967  
1968

1969  
1970  
1971  
1972

1973  
1974  
1975  
1976  
1977  
1978

1979  
1980  
1981  
1982  
1983  
1984

1985  
1986  
1987  
1988  
1989  
1990

1991  
1992  
1993  
1994  
1995  
1996

Lessee who climbs the tower will have in their possession a card showing that they have completed the Qualified Climber/Rescue course offered through Comtrain or similar program approved by Lessors. Each employee of Lessee will follow all OSHA regulations while climbing any portion of the tower including wearing all required safety harnesses and will use the safety climbing cable while on the tower. There will never be fewer than 2 certified climbers on the site during any type of climbing on the tower. Lessee shall further abide by the terms set forth in Exhibit C.

**3. Term.** The initial term (Initial Term) of this Lease shall begin on October 1st, 2015, (Commencement Date) and shall run continuously until three (3) years after the Commencement Date.

**4. Rent.** During the Term of this Lease, Tenant shall pay Landlord rent in the amount of two hundred and sixty five Dollars (\$265.00) each month in advance, on or before the 5th day of each calendar month. If this Lease commences on a date other than the 1st day of a month, rent shall be prorated as of and paid on, the Commencement Date.

**5. Termination.**

a. Both Lessors and Lessee shall have the right to terminate this Lease for cause, in the event the other party defaults on any material provision of this Lease, and in the event that such default is not cured within thirty (30) days after written notice thereof is provided to the other party. Said curative period shall be extended another thirty (30) days provided defaulting party has shown a good faith effort to cure default.

b. The parties agree that in the event that federal or state law requires the installation of back up power sources or supplies that the terms of this Lease will require an amendment to be negotiated between the parties. No additional equipment shall be placed upon the Premises by Lessees with out the written consent of Lessors including mandated equipment, and should the parties fail to reach agreement regarding the installation of any additional equipment including federally or state mandated back up power sources or supplies and fuel for those sources or supplies that this agreement shall terminate ninety (90) days from the date the impasse is reached.

c. This Lease may be terminated without further liability as set forth below:

1) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within ninety (90) days of receipt of written notice of default except that the grace period for any monetary default is thirty (30) days from receipt of written notice and the grace period for lapse in insurance coverage is ten (10) days from the receipt of written notice; or

2) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee's facilities; or

3) by Lessee if Lessee is unable to occupy and utilize the tower site due to an action of the FCC, including without limitation, a take-back of channels, a change in frequencies, or a change in licensed coverage area; this will require ninety (90) days of the effective termination date by the FCC; or

4) by Lessee if Lessee determines that the tower site is not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or

5) by Lessors if the Lessors determine the tower site is no longer suitable to be used by Lessors for their operation and the Lessors choose to remove the building; or



6) by Lessors after the expiration of the initial term of this Lease upon providing Lessee with written notice. Such notice, if given by Lessors, must be given not less than three hundred sixty-five (365) days prior to the date therein specified (this time is given for Lessee to find a new site, get zoning approval, construct a new site and move Lessee's shelter and antennas).

d. In the event of termination or expiration of this Lease, Lessee shall have a reasonable period of time (not exceeding ninety (90) days from the actual termination date) to remove all antennas, shelter, equipment, and other operating materials from the Premises, however all improvements to the tower and/or ancillary structures shall be left in place and in good repair by the Lessee. Upon expiration of this Lease, Lessee shall restore the Premises to reasonably good condition and repair, subject to ordinary wear and tear on the Premises, which is specifically excepted. Failure of Lessee to remove its equipment at the expiration or termination of this Lease will result in Lessors removing the equipment and payment of all charges occasioned by such removal will be the responsibility of the Lessee.

**8. Use and Non-Interference of Premises.** . The Premises shall be used by Lessee only for the installation, operation, and maintenance of a communications system, limited to radio, paging and other narrow band and broad band radio wave transmission and reception and related purposes. Lessee shall not do or permit any activities upon the Premises, which would cause interference to Landlord or with Landlord's principle use of the Premises. In addition, Lessor and Lessee shall not do or permit any activities upon the Premises, which would cause or permit physical, electronic, or other interference with the radio transmission facilities, equipment, or signal of the other party to this Lease. The Lessee will only install its equipment inside the North Room of the communications tower house. This is not an exclusive lease of the premises. Landlord (Lessors) retains the right to lease additional space to other Tenants (Lessees) provided that the additional Tenants (Lessees) do not utilize equipment that would interfere with the transmission signals of the Tenant (Lessee). Additionally, Landlord will continue to use the premises for their own business or Public Safety purposes.

**9. Insurance and Indemnification.**

At all times during the term of this Lease, Lessee shall at its expense carry and maintain for the mutual benefit of the Lessors:

a. General public liability insurance against the claims for personal injury, death or property damage occurring in or about the Leased Premises or resulting from the installation, operation or maintenance of the Lessee's business on the Leased Premises, such insurance to be in the amount of at least \$1,000,000.00 for all personal injuries and deaths resulting from any one accident, \$1,000,000.00 for property damage in any one accident, and a minimum aggregate coverage in the amount of \$3,000,000.00 with Lessors named as additional insured's. Damages incurred by Lessee shall be limited to the insurance proceeds and/or third party recovery. Lessors shall not be liable for any damages, costs or fees incurred by the Lessee.

b. A Standard Workmen's Compensation and Employer's Liability Insurance Policy in the amount equal to the limit of liability and in a form prescribed by the laws of the state in which the Leased Premises is located.

c. Any contract workers contracted by Lessee shall also carry insurance as set forth in a and b above.

d. Lessors shall not be held liable for any injury or damage to any third party or parties caused in any manner by this Lease or the Lessors use of the Premises.

**10. Damage or Destruction.** If the Premises are damaged, destroyed by fire, winds, flood or other natural or manmade cause, Lessors shall have the option to repair or replace the Premises at their sole expense, or to terminate this Lease effective on the date of such damage or destruction. In the event Lessors elect to terminate this Lease, Lessee shall have no further obligations hereunder. Lessors shall have up to sixty (60) days to decide on whether to repair or replace the Premises. Failure by Lessors to notify Lessee within sixty (60) days of Lessors' decision to repair or replace the Premises shall be deemed an election by Lessors to terminate this Lease. If Lessors elect to repair or replace the Premises, Lessee shall have the option of either abating the rent due until such repair or replacement is completed and the Premises are restored to a condition that the Lessee can resume full operations at the Premises; or until Lessee begins operating a mobile telecommunication base station on the Premises. The option to operate a mobile telecommunications base station on the Premises is subject to the Lessee obtaining written consent of the Lessors and to Lessee obtaining all required State and local permits.

**11. Taxes.** Lessee shall pay and be responsible for all taxes due on Lessee's equipment and fixtures installed on the Premises.

**12. Notices.** Any notices required or permitted to be given hereunder shall be given in writing, and shall be deemed to have been given only upon receipt after mailing by certified or registered first class mail, postage prepaid, return receipt requested, and addressed to the parties as follows:

Lessors: Woodbury County, Iowa  
Board of Supervisors  
620 Douglas Street, Suite 104  
Sioux City, Iowa 51101  
Phone: 712-279-6525

Starcomm Public Safety Board  
121 Deer Run Trail  
Climbing Hill, IA 51015  
ATTN: Gary Brown  
Phone: (712) 816-2212  
Fax: (712) 876-2228

Lessee: Senet, Inc.  
46 River, RD  
Hudsen, NH 03051  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Chauncy G. Morgan, \_\_\_\_\_  
Phone: \_\_\_\_\_

**13. Hazardous Materials.** At no time during the term hereof shall the Lessee store, place, leave or deposit at the Tower or the Premises any substance or material which, if known to be present on or at such property, would require cleanup, removal or some other remedial action under any federal, state or local law, including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants, processed waste water, solid wastes, or otherwise relating to environmental hazardous substances, including but not limited to the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal



Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, and all acts amendatory thereto, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulation of any State Department of Natural Resources or State Environmental Protection Agency now or at any time hereinafter in effect. The Lessee agrees to and does hereby indemnify and save the Lessors and owners harmless from any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses relating in any way to Lessee's violation of this Section, and this indemnification obligation shall survive the expiration or termination of this Lease. Lessors acknowledge and agree that Lessee shall have no liability or responsibility whatsoever for any environmental violations or issues, at the tower or premises, existing prior to the date of Lessee's occupancy or otherwise not caused by Lessee.

#### **14. Miscellaneous Provisions.**

- a. Lessors warrant that Lessors are the owners of the tower and owners and/or lessees of the tower site property and that Lessors have full right, power, and authority to execute this agreement and if necessary have obtained all necessary consents to sublease the Premises. Lessors covenant that Lessee, in paying Rent and performing the covenants by Lessee herein made, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises.
- b. Lessee shall obtain all necessary governmental and regulatory approvals required for Lessee's occupation and use of the Premises, including but not limited to zoning changes, and shall be responsible for the cost of obtaining such approvals. Lessors shall cooperate with Lessee in obtaining such approvals.
- c. The provisions of this Lease shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assigns.
- d. This Lease and the attached exhibits contain the entire agreement of the parties with respect to any matter mentioned herein and supersede any prior oral or written agreements.
- e. This Lease may be amended in writing only, signed by the parties in interest at the time of such amendment.
- f. This Lease shall be assignable intra-company by the Lessee, without the necessity of obtaining the Lessors' consent, to an affiliate, subsidiary or any related company that acquires at least 51% of the Lessee's assets through a merger. All third party assignments will require the Lessors's consent. Lessee shall notify Lessors in writing of the name and address of any assignee. This Lease may be assigned by Lessors without the consent of Lessee provided that the assignee shall occupy and use the Premises subject to this Lease.
- g. No waiver by either party of any provision herein shall be deemed a waiver of any other provision or of any prior or subsequent breach of any provision herein.
- h. If any term or provision of this Lease is held to be invalid or unenforceable, such invalidity or unenforceability shall not be construed to affect any other provision of this Lease and the remaining provisions shall be enforceable in accordance with their terms.
- i. This agreement shall be governed by and construed in accordance with the laws of the State of Iowa.
- j. If Lessee does not promptly vacate the Premises upon valid termination of this Lease, such holding over shall be treated as creating a month to month tenancy. This holdover will not be approved for more than ninety (90) days. Rent during the holdover will be 150% of the current rent. Further, if Lessee does not vacate the Premises as required, Lessee's equipment shall be removed by Lessors at Lessee's expense.



Any bill for removal of Lessee's equipment by Lessors shall be paid in full within thirty (30) days of mailing.

k. Lessee may make reasonable alterations with prior approval from Lessors, additions or improvements to the Premises necessary for its antennas, communication shelter, power cables and telephone cables, so long as the structural integrity of the Premises is not affected. Lessee will bear the total cost of such alterations, additions or improvements, including regular maintenance, and the cost of removal and returning the Premises to the condition it was at the time of entering into the Lease (subject to the terms of paragraph 5(d) of this Lease).

l. Lessee shall be solely responsible for site maintenance, and shall arrange for all maintenance under separate contract for all such maintenance services. Lessee shall not expect or ask Lessors to do any special site maintenance for Lessee's antennas or shelter, unless Lessee enters into a separate maintenance contract with Lessors, which contract will be separate from the terms of this Lease (i.e.: in the event that some minor snow plowing is requested for Lessee's access to their shelter, Lessee will separately contract for that service under a separate document).

m. Lessee will bear any and all costs associated with temporary relocation of Lessee's equipment, if required, during repairs or painting of Lessors' building. Lessors will give Lessee at least thirty (30) days advance notice of scheduled repairs or painting of Lessors' building or tower which may affect Lessee's operation, so that Lessee can pre-plan for providing high-quality communications to Lessee's customers during any temporary relocation required by Lessors' repair or painting activities. Lessors are not required to provide notice of routine repairs, such as replacement of tower lights, which do not affect Lessee's operation. Lessors will provide Lessee notice of emergency repairs with at least twelve (12) hours prior notice unless it is impossible or impractical to do so and then the Lessee shall be provided with as much prior notice as possible under the emergency circumstances.

n. Lessee shall indemnify and hold Lessors harmless against all expenses, liabilities and claims of every kind, including reasonable attorney fees, made necessary by or on behalf of any person or entity arising out of:

- 1) A failure by Lessee to perform any of the terms and conditions of this Lease,
- 2) Any injury or damage happening on or about the Leased Premises which is caused in whole or in part by Lessee's use of the Premises, any act or omission of Lessee or anyone for whose acts Lessee may be liable,
- 3) Any injury or damage to any employee, agent, or customer of Lessee or Lessors on or about the Leased Premises, caused by Lessee, its agents or contractors.
- 4) Failure of Lessee to comply with any applicable laws or governmental authority; or
- 5) Any action brought by a third party for damages due to an action or inaction of Lessee

IN WITNESS WHEREOF, the parties have executed this Lease agreement as of the day and year first written above.

LESSORS:

Woodbury County, Iowa

By: Mark Monson  
Title: Mark Monson, Chairperson  
Woodbury County Board of Supervisors

Attest: Patrick Gill, County Auditor  
Patrick Gill, County Auditor

By: \_\_\_\_\_

Attest: \_\_\_\_\_

LESSEE:

Senet, Inc. (Lessee)  
By (Printed Name): Chauncy G. Morgan  
Title: CFO

Signature: Chauncy G. Morgan

STATE OF NH,  
COUNTY OF Grafton )ss:

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of Sept., 2015,  
by Chauncy G. Morgan, the CFO of  
Senet, Inc.

Sue E. B. Girouard  
Notary Public  
Exhibit A **SUE E. B. GIROUARD, Notary Public - New Hampshire**  
**My Commission Expires September 17, 2019**

Description of Property



SUE E. B. GIBSON, Notary Public - New Hampshire  
My Commission Expires September 17, 2019

**Site Name:** (AT&T Tower Site) Merville

**Street Address:** 2028 Jasper Avenue

**City:** Merville

**County:** Woodbury

**State:** Iowa

**Coordinates:** 42-24-37 95-59-58.3

**ASR#** 1016908

**Equipment (TOWER):**

*One (1) Tower Mounted L-Comm HG908 U-Pro Antenna on a 4 foot Standoff arm*

*One (1) Tower Mounted Receiver Box 11" x 8.5" x 3.5" weight 4 lbs, mounted below antenna.*

**OPERATING FREQUENCY:** 900 MHz

**COAX:** *Category (5) outdoor cable*

**TOWER LOCATION:**

*300 feet Mounting Height: 300 feet Maximum height*

**SHELTER SPACE:**

*Interior: One (1) Base Cabinet with dimensions of 20" x 18" x 9".*

**POWER:**

*TO BE PROVIDED BY LANDLORD*