

ROOSEVELT CITY CORPORATION
RADIO SITE LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

This Radio Site Lease Agreement, hereinafter referred to as "Lease", is made and entered into this 29 day of December, 2015, between Roosevelt City Corporation hereinafter referred to as "Landlord" and SBT, Inc., hereinafter referred to as "Tenant."

WITNESSETH:

1. Premises: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord a tract of land located in the NW ¼ of the SW ¼ of the NE ¼ of Section 16 Range 1 West, Township 2 South, (approximately a 250 ft. square) Uintah Special Base and Meridian, Duchesne County, Utah (commonly known as "R" Hill), hereinafter referred to as the "Leased Premises."
2. Communications Equipment: Landlord hereby grants permission to Tenant to install and operate communications and associated equipment on or in the Leased Premises. Tenant retains the right to make alterations and additions that will not adversely affect the integrity of the Leased premises, provided however, any such alteration or addition shall be made with the prior written approval and acceptance of the Landlord and Tenant, such approval not to be unreasonably withheld. For the purposes of this Lease, all of the Tenants equipment, lines, cables, wires, antennas and accessories shall hereinafter collectively be referred to as "Communications Equipment."
3. Term: The primary term of this Lease shall be for five (5) years and shall commence immediately upon the signing of this Lease. This Lease shall continue for an additional series of five (5) terms of five (5) years each as provided for below with an annual rate increase. At the end of each term, Tenant shall meet with Landlord to renegotiate rent for the next term. Any potential increases beyond inflationary, will be negotiated in good faith, so as not to jeopardize the business of either party.
4. Rent: During the primary term of this Lease, or any extension thereto, as rental on the Leased Premises, Tenant shall pay Landlord at the address designated in Paragraph 9 below, quarterly payments of Five Hundred (\$500.00) Dollars with a 3% annual inflation rate increase. The first such payment shall be due upon the date of execution of this Lease by Tenant.
5. Use: Tenant will use the Leased Premises for the purpose of constructing and operating its Communications Equipment. Tenant will abide by all local, state and federal laws and obtain all permits and licenses necessary to operate its system.
6. Access: During the term of this Lease, or its extensions as hereinafter provided, Tenant shall have reasonable ingress and egress on a 24-hour per day basis to the Leased

Premises for the purposes of inspection, maintenance, installation, repair and removal of said Communications Equipment. Only authorized engineers, technicians or employees of Tenant, or persons under Tenant's direct supervision, will be permitted to enter the said Leased Premises to inspect, install, remove and/or repair Tenant's Communications Equipment. Tenant is responsible for the cost of such activities.

7. Utilities: Landlord shall advise Tenant of and fully cooperate with any utility company requesting an easement across the Leased Premises or other lands owned by Landlord, in order that such utility company may provide service to Tenant. Tenant and such utility company shall have access to all areas included in the Leased Premises, or other lands of Landlord, necessary for installation, maintenance, or repair of such service. Any rights granted to Tenant or such utility company under this Paragraph 7 shall not interfere with rights previously granted by Landlord, or its predecessors-in-title, to the United States of America or any of its agencies and shall terminate upon termination of this Lease under either Paragraph 11 or 12 below.
8. Holding Over: If Tenant should remain in possession of the Leased Premises after the expiration of the primary term, or any extension of this Lease, without the exercise of a renewal option or the execution by Landlord and Tenant of a new lease, then Tenant shall be deemed to be occupying the Leased Premises as a tenant-at-sufferance on a month-to-month basis.
9. Notice: Any notice required under this Lease shall be in writing and shall be effective when personally delivered to or when addressed:

If to Landlord: Roosevelt City Corporation
 255 South State Street
 Roosevelt, Utah 84066

If to Tenant: SBT, Inc. *SBT Internet Inc.*
 875 W 1200 S
 Vernal, UT 84078

And deposited, postage prepaid, by registered or certified mail, return receipt requested, in the United States Mail. Either Landlord or Tenant may, by notice to the other as provided above in this Paragraph 9, change its mailing address for future notices.

10. Liability and Indemnity: Tenant agrees to indemnify and save the Landlord harmless from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from operations or activities of Tenant or Tenants agents, employees, contractor, or invitees occurring during the primary term of this Lease, or any extensions thereto, in or about the Leased Premises. Tenant agrees moreover, to use and occupy the Leased Premises at its own risk and hereby releases Landlord, its agents and employees, from all claims for any damage or injury brought on by Tenant to the full extent permitted by law.

11. Termination by Landlord:

- A. Notwithstanding anything in this Lease to the contrary, Tenant shall not be in default under this Lease until:
- (1) In the case of a failure to pay rent or other sums due under this Lease, fifteen (15) Days after receipt of written notice thereof from Landlord; or,
 - (2) In the case of any other default, thirty (30) days after receipt of written notice thereof from Landlord, provided, however, where any such default cannot reasonably be cured within thirty (30) days, Tenant shall not be deemed to be in default under this Lease if Tenant commences to cure such default within such thirty (30) day period and thereafter diligently pursues such cure to completion.
- B. In the event of Tenants default in the payment of rentals or Tenants failure to comply with any other provision of this Lease, Landlord may, at its option, terminate this Lease without affecting its right to sue for all past due rentals, and any other damages to which the Landlord may be entitled.

12. Termination by Tenant:

- A. Tenant shall have the right to terminate this Lease at any time upon any of the following events:
- (1) Upon providing Landlord thirty (30) days written notice.
 - (2) If the approval of any agency, board, court, or other governmental authority necessary for the construction and/or operation of the Communications Equipment cannot be obtained, or is revoked, or if Tenant determines the cost of obtaining or retaining such approval is prohibitive.
- B. Tenant will give Landlord thirty (30) days written notice of termination of this Lease under the terms of this Paragraph 12. Upon termination, neither party shall owe any further obligation under the terms of this Lease, except for Tenants responsibility of removing all of its Communications Equipment from the Leased premises and restoring the areas occupied by Tenant, as near as practicable, to its original condition, save and except normal wear and tear and of observing any obligation which accrued before such termination.

13. Insurance: Tenant shall, at its expense, maintain in force during the term of this Lease, a combined single limit policy of bodily injury and property damage insurance, with a limit of not less than \$1,000,000.00, insuring Landlord and Tenant against all liability

arising out of the use, occupancy, or maintenance of the Leased Premises and appurtenant areas, which policy shall be endorsed as a primary insurance as to Landlord.

14. Sale by Landlord: During the term of this Lease or any extension hereof, if Landlord or any successor or assignee of Landlord agrees to a sale or transfer of all or any portion of the Leased Premises, such agreement(s) shall include covenants or similar terms which recognize and compel compliance by the purchaser or transferee with the terms of this Lease.
15. Tests: Tenant is hereby given the right to survey, soil test, radio coverage test, and conduct any other investigation needed to determine if the surface, soil and location of the Leased Premises are suitable for construction and installation of its Communications Equipment prior to commencement and throughout the term of this Lease and the terms of Paragraph 12 shall apply.
16. Fixtures: Landlord covenants and agrees that no part of the improvements constructed, erected or placed by Tenant on the Leased Premises or other real property owned by Landlord, shall be or become or be considered as being affixed to or a part of Landlord's real property and any and all provisions and principals of law to the contrary notwithstanding, it being the specific intention of Landlord to covenant and agree that all improvements of every kind and nature constructed, erected or placed by Tenant on the Leased Premises or other real property owner by Landlord shall be and remain the property of the Tenant.
17. Assignment and Subletting: Tenant may without the consent of Landlord transfer or assign its rights under this Lease to any assignee which has received FCC approval for the transfer of control or assignment of the communications authorizations currently held by Tenant. Tenant may assign or sublet the Leased Premises or any part thereof to any other party without the consent of Landlord only if Tenant remains liable for fulfillment of payments under this lease and the nature of the use is not changed or the assignment is made to an affiliate of Tenant. Tenant may not assign this Lease as collateral to secure its obligation to any lender providing funds for the construction and operation of the system.
18. Other Conditions:
 - A. Landlord acknowledges that following the execution of this Lease, Tenant will be contacting the appropriate local governmental agencies for the purpose of obtaining all building permits and approvals, zoning changes, and/or approvals, variances, use permits and other governmental permits and approvals ("Local Permits") necessary for the construction, operation and maintenance of a communications facility and related antennas, cable, conduits, wires and electronic and other equipment on the Leased Premises. Landlord agrees to fully cooperate with Tenant in obtaining the Local Permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates or other documents that may be required in connection with the Local Permits.

- B. Whenever under the Lease, the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made in a reasonable manner.
 - C. Landlord covenants that the Tenant shall, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, peaceably and quietly hold and enjoy the Leased Premises during the term of this Lease or as it may be extended without hindrance, ejection or molestation by the Landlord, any person or persons claiming under the Landlord or any other tenant of the Landlord.
 - D. Landlord assumes no responsibility for the license, operations and/or maintenance of Tenants antennas.
 - E. Tenant covenants and agrees that Tenants Communications Equipment, its installation, operation and maintenance will comply with all material applicable rules and regulations of the Federal Communications Commission and electrical codes of the City and/or State concerned.
 - F. In the event that any government or other public body shall take all or such part of the Leased Premises thereby making it physically or financially unfeasible for the Leased Premises to be used in the manner it was intended to be used by this Lease, then Tenant shall have the right to terminate this Lease effective as of the date of the taking by the condemning party and the rental shall be prorated appropriately. However, if only a portion of the Leased Premises is taken, and Tenant does not elect to terminate this Lease under this provision, then rental payments provided under this Lease shall continue.
19. Entire Agreement and Binding Effect: This Lease and any attached exhibits signed and initialed by the parties constitute the entire agreement between Landlord and Tenant; no prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding. This Lease shall not be amended or changed except by written instrument signed by both parties hereto. Paragraphs captions herein are for convenience only and neither limit nor amplify the provisions of this Lease. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties, but this provision shall in no way alter the restriction hereon in connection with assignment and subletting by Tenant.
20. Governing Law: This Lease is to be governed, interpreted, construed and regulated by the laws of the State of Utah. Both the Lessor and the Lessee acknowledge and agree that at all times after the execution of this Lease they will submit to the personal jurisdiction of the Federal and State Courts in Utah for the sole purpose of administering and enforcement this Lease.

21. Covenant of Good Title: The Landlord covenants that it is seized of good and sufficient title to enter into and execute this lease.

22. Environmental Matters:

A. Tenant will not:

- (i) Use or permit to be used any part of the Leased Premises for any dangerous, noxious, or offensive trade or business;
- (ii) Cause or maintain any nuisance in, at, or on the Leased Premises; or
- (iii) Use or permit to be used any part of the Leased Premises for the generation, treatment, storage, or disposal of hazardous waste, as defined in the Resource Conservation and Recovery Act, or the disposal of petroleum or any hazardous substance, as defined in the Comprehensive Environmental Response Compensation and Liability Act.

B. Within five (5) days after receipt or filing, as the case may be, Tenant shall deliver to Landlord copies of:

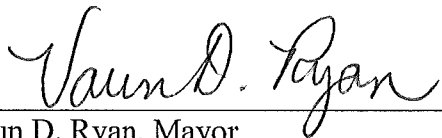
- (i) Any documents received by Tenant from the United States Environmental Protection Agency or any other federal agency or any state, county, or municipal environmental or health agency concerning Tenants operations upon the Leased premises; and
- (ii) Any documents filed with or submitted by Tenant to the United States Environmental Protection Agency or any other Federal Agency or any state, county, or municipal environmental or health agency concerning Tenant's operations on the Leased Premises.

23. Enforcement Costs: If either party to this Lease brings any action or proceeding to enforce any of its provisions or assert any remedies that may be available to effectuate this, the prevailing party shall be entitled to recover as a part of such action or proceeding reasonable attorney's fees and all court costs.

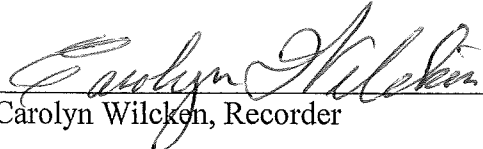
IN WITNESS WHEREOF, this Lease has been executed as of the day and year first above written.

LANDLORD:

Roosevelt City Corporation

By: 
Vaun D. Ryan, Mayor

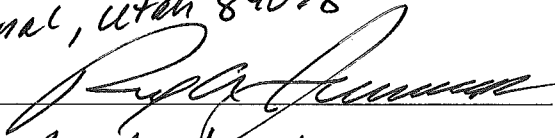
ATTEST:



Carolyn Wilcken, Recorder

TENANT:

SBT, Inc.
875 W 1200S
Vernal, Utah 84078

By: 

Rex A. Jennings

WITNESS:

