

TOWER SPACE LEASE

This agreement made and entered into by the tower owner, Wood Performance Center Inc. dba Wood Communications hereinafter referred to as the "lessor" and Obion County Board of Education (School Bus Garage) hereinafter referred to as the "lessee" for the purpose of leasing tower space on the tower described in this document to provide elevated support for the radio transmitting and or receiving antenna(s), subject to the terms and conditions set out below.

1. This lease covers the tower owned by the lessor located at Dallas Hill Rd. Union City Tn County of Obion. Tower ID: 1239795 36 24 47.8 89 08 59

2. The antenna to be mounted must be mounted in such a manner that the requirements of good engineering practice are met and the recommendations of the antenna manufacture are met for attaching the particular antenna to the size tower involved. The lessee is responsible for any damage inflicted on any existing antenna or transmission lines during initial installation or subsequent modification or repairs to the lessee's antenna and/or transmission line. The lessee is further responsible for any damage that might be caused to other lessees equipment due to improper installation of his antenna and transmission line.

*n/A
Punt
5/1/12
R. Roberts*

3. This lease is conditional on a frequency compatibility study by the supplier of the lessee's radio equipment at the lessee's radio equipment at the lessee's or his supplier's expense that such study demonstrates that there is in fact no conflict with the existing equipment at the site. Should compatibility be nullified by error or other cause interference ensues after installation of the lessee's equipment, the lessee must either correct the interference to the satisfaction of the lessor and the offending equipment be removed at the lessee's expense. Under these circumstances of incompatibility this instrument is canceled.

4. It is a condition of this lease that ingress and egress to the site of the tower and the equipment shelter building at the base of the tower be allowed only the employees of a designated service organization, the name of which is appended to this lease as addenda.

5. Installation of equipment on this tower is conditional on the issuance of a valid radio license by the Federal Communications Commission. Operation of such equipment is contingent on the continuance of such license. Revocation, suspension or lapse of the lessee's radio license voids this agreement and lessee's right to transmit from the tower until such license is reinstated or regranted. Please list the frequencies involved:

TX 458.475 RX 453.475 Tone 114.8

6. A. The lessee is responsible for the correct maintenance of his equipment to the extent that no harmful interference is caused to the lessor or his tenants.

6. B. The lessee must notify lessor prior to entering the premise.
6. C. When entering the property Lessee assumes all liability for premise and grounds. All gates at the location must be closed and locked if this is applicable.

7. During any period in which harmful interference is caused for any reason by the lessee's equipment to the lessor's equipment for to the tenants, the lessee agrees to cease operation of his equipment until such deficiency is corrected.

8. The lessee agrees to pay a rental fee of \$225.00 per month to be received in an annual payment of \$ 2,700.00 due on the 1st of month after testing of site is completed.

9. This lease contract is for a period of 3 year term. The lessee is granted an option to renew this lease for 3 additional 3 year term by providing notice to the lessor of its intent to renew the lease with the notice to be given in writing not less than 30 days prior to the expiration of the lease. Each year, the annual rental will be increased by 3%, preceding the anniversary date if this lease agreement.

10. The lessor shall furnish the tower, building in good state of repair, and electrical power at the lessor's expense. The Lessor will supply adequate building for the lessee's use. Lessor will make prudent efforts to provide protection for the lessee's equipment, but assumes no responsibility for fire, theft, vandalism, flood, lightning damage, Acts of God, or anything beyond reasonable control of the lessor. Lessor provides insurance on the tower structure . Lessee is responsible for insurance coverage on Lessee's Repeater and Lessee's system Combiner Filter.

11. In the event by reason of any zoning change or change in law or regulation it shall be necessary to remove entirely said tower, this lease shall expire upon date of said removal and lessor will rebate to lessee a proportionate amount of any prepaid rentals.

12. Lessee further agrees that it has been given a full opportunity to examine said tower; that any installation of equipment is to be done a lessee's risk and that lessee does hereby indemnify and hold harmless Wood performance Center Inc. dba Wood Communications from any claim of any sort arising out of its equipment and lessee further waives and releases any warranty, express or implied with reference to said tower.

This lease effective this 1st day of July, 2012

Lessor: Wood Performance Center, Inc dba
Wood Communications

Lessee: Obion County Board of Education
(School Bus Garage)

By: Robin Wood _____

By: _____

Title: Pres. Robin Wood

Title: _____