

**AMENDMENT NO. ONE TO LEASE AGREEMENT BETWEEN COUNTY OF LAKE AND LAKE  
COUNTY COMMUNITY RADIO, INC**

This First Amendment to Facility Space License Agreement ("**Amendment**") is effective as of the date of execution by the last party to sign by and between County of Lake, a political subdivision of the State of California ("**Licensor**") and Lake County Community Radio, INC. ("**Licensee**").

WHEREAS, Licensor and Licensee (or their predecessors-in-interest) entered into that certain Facility Space License Agreement dated September 5, 2007, ("**License Agreement**") for the purpose of occupying space for the placement of Licensee's antennas, cabling, and ancillary equipment as well as space in adjoining building for licensee's public FM radio business regarding Licensor's licensed area ("**Site**") located at 9289 Konocti Road, Kelseyville, CA 95451 and;

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. SECTION 3, License Fee, is hereby modified to read as follows:

**"3. License Fee.** Licensee shall pay to Licensor, throughout the Term of this License Agreement, a license fee ("License Fee") in the amount and on the dates set forth in Attachment C. The License Fee shall be reviewed every fifth year of the Commencement Date, to ensure License Fee is still adequate to cover Licensor costs. Licensor and Licensee shall negotiate in good faith should the License Fee require adjustment. Checks should be made payable to County of Lake and mailed to the address given by Licensor to Licensee. The License Fee shall be delinquent if not received by the Licensor within ten (10) days of the due date and shall be subject to a late charge equal to six percent (6%) of the amount of the payment then due. Any amount due and unpaid shall bear interest at the rate of ten percent (10%) per annum from the date due until paid."

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Licensor:                   Public Services Director  
County of Lake  
333 Second Street  
Lakeport, CA 95453

If to Licensee:                 Lake County Community Radio, Inc. P.O. Box 446  
149 N. Main St. Suite 240 Lakeport, CA 95453  
Office: 707-27 4-2152  
Fax: 707-263- 6288  
Email: aw@mchsi.com

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

Licensors:

Licensee:

County of Lake, a political subdivision of  
the State of California

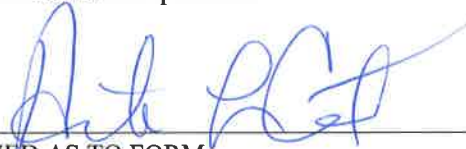
Lake County Community Radio, INC.

By: \_\_\_\_\_  
Chair, Board of Supervisors

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lake County Community Radio, Inc.

By: \_\_\_\_\_  
ATTEST:  
CAROL J. HUCHINGSON  
Clerk to the Board of Supervisors

By:  \_\_\_\_\_  
APPROVED AS TO FORM  
ANITA L. GRANT  
County Counsel

Document #DBP1002

**TOWER SPACE LICENSE AGREEMENT**

**by and between**

**BUCKINGHAM PEAK LLC, Licensor**

**and**

**Lake County Community Radio, Inc., Licensee**

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## TOWER SPACE LICENSE AGREEMENT

This Tower Space License Agreement ("Agreement") is made September 5, 2007, by and between BUCKINGHAM PEAK LLC, a California limited liability company ("Licensor") and Lake County Community Radio, Inc. ("Licensee") at Lakeport, Lake County, California.

Whereas, Licensor is the owner of a telecommunications site ("Site") including transmission towers and antenna supporting structures (collectively "Tower"), buildings (collectively "Building") and related facilities located on Buckingham Peak on Mt. Konocti near Kelseyville, Lake County, California; and

Whereas, Licensee desires to occupy, and Licensor is willing to provide, space on an appropriate antenna supporting structure ("Tower Space") for the placement of Licensee's antennas, cabling and ancillary equipment ("Licensee's Antennas") as well as space in an adjoining Building ("Building Space") (collectively "Licensed Space") for Licensee's receiving, transmitting and supporting equipment ("Licensee's Equipment") for Licensee's public FM radio business, subject to the terms and conditions set forth in this Agreement;

Now, therefore, in consideration of the mutual promises, conditions, and other good and valuable consideration, it is covenanted and agreed as follows:

1. **License Conferred.** Licensor hereby confers on Licensee and Licensee hereby receives and accepts from Licensor a non-exclusive license and privilege, which shall be irrevocable for the stated duration hereof unless otherwise stated herein, to do all of the following:
  - 1.1 Occupy Tower Space for Licensee's Antennas described in Attachment A. Any change in the antennas and related equipment listed in Attachment A may be made only with the prior written consent of Licensor which consent shall not be unreasonably withheld.
  - 1.2 Occupy Building Space for Licensee's Equipment as described in Attachment B. Any change in the equipment listed in Attachment B may be made only with the prior written consent of Licensor which consent shall not be unreasonably withheld.
  - 1.3 Extend and connect coax, waveguide and/or power conductors Licensee's Antennas and Licensee's Equipment;
  - 1.4 Traverse the Site as reasonably necessary to accomplish Licensee's purpose contemplated herein.
  - 1.5 Licensor retains all rights to access, use, license and occupy of all parts of the Tower, Building and Site, whether or not the same may be used by Licensee.
  - 1.6 Licensor retains the right to license to third parties the use of other parts of the Tower, Building and Site not specifically licensed to Licensee.
  - 1.7 Licensor hereby grants to Licensee a right of ingress to and egress from the Licensed Space over the Site, solely for the purpose of installing, inspecting, replacing equipment with like equipment, operating and/or maintaining Licensee's equipment listed in Attachments A & B ("Licensee's System"). Licensee's agents shall carry company identification and display same if so requested. Licensee shall provide to Licensor, in writing, the names of all persons authorized by Licensee to enter the Site. Licensee shall modify that list as changes occur and provide Licensor with a copy. Licensor reserves the right to deny access to the Site to any person for good cause. Licensee shall give Licensor or Licensor's Site Manager not less than 24 hours notice prior to entering the Site, except in case of emergency, in which case notice shall be given not later than 12 hours after entry to the Site together with the circumstances for the emergency. Notice may be given by any of the methods listed in paragraph 32 hereafter. If the access road is damaged by neglectful use, which shall include use within twenty-four (24) hours of heavy rains in a vehicle with a gross combination weight of over 20,000 pounds, Licensee shall pay the full cost of repairs to the area or areas of the access road so damaged if it can be shown the damage was caused by Licensee or any of its service agents.

2. **Term.** The initial term ("Initial Term") of this License Agreement shall commence on the date specified in Attachment C ("Commencement Date") and expire on the date specified in Attachment C ("Termination Date").

- 2.1 Any holding over at the end of the Termination Date and all renewal terms shall be on a month-to-month basis on the terms and conditions of this Agreement with the monthly fee set forth in Attachment C.
- 2.2 Other provisions relating to the term of this License Agreement, if any, are set forth in Attachment C.

3. **License Fee.** Licensee shall pay to Licensor, throughout the Initial Term of this License Agreement, a license fee ("License Fee") in the amount and on the dates set forth in Attachment C.

3.1 The License Fee shall be adjusted upward on each anniversary of the Commencement Date ("Anniversary Date") by the greater of:

- 3.1.1 An increase of four percent (4%) over the then amount of the License Fee; or
- 3.1.2 The product obtained by multiplying the Initial Rent (without regard to any temporary abatement of rental then or previously in effect pursuant to the provisions of this Lease) by a fraction, the numerator of which is the Index, as defined below, published nearest but prior to the Anniversary Date and the denominator of which is the Index published nearest but prior to the Commencement Date.

3.2 The term "Index" as used in this Agreement shall mean Consumer Price Index (Urban Wage Earners and Clerical Workers) for the San Francisco-Oakland-San Jose Consolidated Metropolitan Statistical Area published by the Bureau of Labor Statistics of the United States Department of Labor. If the Bureau of Labor Statistics revises the Index, the parties agree that the Bureau of Labor Statistics will be the sole judge of the comparability of successive indexes. If that agency, however, fails to supply indexes that it deems comparable, or if no succeeding index is published, the parties shall then negotiate to determine an appropriate alternative published price index. If they are unable to agree on an alternative index within thirty (30) days after the request to do so is made by one party to the other, then either party may request that each appoint a person, within fifteen (15) days after the request, to select an alternative published price index. The two persons so appointed, within fifteen (15) days after the latter of them is appointed, shall appoint a third person to act with them in the selection of an alternative price index. If either of the first two fails to appoint the third, or if Licensor or Licensee fails to appoint one of the first two, then, upon the request of either Licensor or Licensee, the vacancy shall be filled by an impartial person appointed by the presiding judge of the court of general jurisdiction for the county in which the Premises are located, with that judge acting in the judge's individual rather than judicial capacity. If any appointee declines or is unable to serve, the appointee shall be replaced by another person appointed in the same manner. Within thirty (30) days after the appointment process is completed, and on the basis of all pertinent facts, the appointees, by majority vote, shall select an alternative published price index and advise Licensor and Licensee in writing of the selection. All fees and expenses incurred in the appointment of the persons shall be shared equally by Licensor and Licensee.

3.3 Until further notice, checks should be made payable to Buckingham Peak LLC and mailed to the address given by Licensor to Licensee. The License Fee shall be delinquent if not received by the Licensor within ten (10) days of the due date and shall be subject to a late charge equal to six percent (6%) of the amount of the payment then due. Any amount due and unpaid shall bear interest at the rate of ten percent (10%) per annum from the date due until paid.

4. **Site Management.** Licensee agrees to operate Licensee's System in material compliance with the reasonable requirements of Licensor, including, but not limited to Licensor's Technical Requirements as published by Licensor from time to time and, upon written notice, with any reasonable amendments thereto. Licensor may appoint a Site Manager who has authority over all technical matters at the Site.

**5. Improvements and Purpose.** Licensee shall use the Site to install, operate, and maintain thereon Licensee's System and for no other purpose. Licensee's installation of Licensee's Antennas and Licensee's Equipment on the Site shall be limited to antennas and other equipment and frequencies agreed upon in advance by Licensor. Licensee's System shall at all times comply with and conform to all laws and regulations applicable thereto, and shall be subject to Licensor's review and approval which shall not be unreasonably withheld, conditioned or delayed, regarding Licensee's placement of equipment, method of installation, and all other matters which Licensor deems, in Licensor's reasonable opinion, to affect the operations and interests of other users of the Tower, Building and Site.

**6. Replacement Tower and Building.** Licensor reserves the right to replace the Tower and/or Building with a new or different tower and/or building and to relocate Licensee's Antennas, Licensee's Equipment and Licensee's System to the new or different tower and/or building, provided that the new tower space and building space shall be substantially comparable to the existing Licensed Space. All terms of this Agreement relating to the Licensed Space shall apply to the new tower space and building space.

**7. Utilities.** Licensee shall solely and independently be responsible for the payment of all electrical utilities consumed by Licensee's operations. Licensee shall pay its prorated share of the electrical utilities as determined by Licensor. Licensor makes no warranty as to uninterrupted utility service to the Site.

**8. Road Access and Maintenance.** Licensee shall share in the cost of maintenance of the road over Licensor's property from Konocti Road to the Site in direct proportion to Licensee's use of road as compared with the use of the road by Licensor and other users of the Site, or otherwise on terms agreed upon by Licensor and Licensee and set forth in Attachment C.

**9. Access Keys.** Upon execution of this Agreement, Licensor shall deliver to Licensee all necessary keys and combinations to facilitate Licensee's access to the Licensed Space. Loss or unauthorized duplication of keys by Licensee shall make Licensee liable, at Licensor's sole discretion, for the cost of re-keying the Site locks. Access to the Site is through one or more locked gates that restrict access between Konocti Road and the Site. Licensee shall maintain locked at all times and all locked gates across the access road to the Site. Licensee shall not provide a key to anyone other than an employee of Licensee, unless specifically authorized in writing by Licensor or the Site Manager. Licensee shall maintain a list of all persons who have possession of keys and shall make a list of such persons available to Licensor or the Site Manager on demand. Licensee shall not grant access to the Site to anyone other than officers, employees, agents and contractors of Licensee, without the prior authorization of Licensor or the Site Manager.

**10. Mechanic's Liens.** Licensee will provide Licensor at least fifteen (15) days prior written notice before any labor is performed, supplies are furnished, or services are rendered at the Site, or any part thereof, and Licensee shall post notices of non-responsibility on the Site as specified under California law for the benefit of Licensor. Licensee shall keep the Site free and clear of all mechanic's and materialmen's liens arising from or relating to the installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or the Site or structural enhancement of the Tower, Licensee shall cause any such lien to be bonded in an amount equal to one hundred fifty percent (150%) of the amount of the claim or discharged of record within twenty (20) days of being notified of the lien. If Licensee fails to bond or discharge the lien within such twenty (20) day period, Licensor, in addition to any other rights or remedies available at law or equity, shall have the right to discharge the lien by paying the amount claimed by the lien. Any amount paid by Licensor in discharging or bonding any lien together with all costs and expenses, including, without limitation, attorneys



fees and costs, shall be immediately due and payable by Licensee upon demand from Licensor and Licensee agrees to indemnify Licensor from all such amounts.

**11. Taxes.** Licensor shall be responsible for payment of all personal and real Property taxes assessed directly upon and arising solely from the Tower and Site; provided, however, if improvements constructed by Licensee on the Site result in the increase of Licensor's real or personal property taxes, Licensee shall be responsible for payment for the increase in said real or personal property taxes. Licensee shall be responsible for payment of all personal property and any other taxes assessed directly upon and arising from Licensee's System.

**12. Maintenance and Repairs.** Licensee, at Licensee's expense, shall maintain, repair and replace Licensee's System during the term or any renewal terms of this Agreement provided that any alterations, modifications, repairs or replacements to Licensee's System do not increase the number of antennas, cables or other equipment in the Tower Space, or increase the size or weight thereof, or materially alter the location or appearance thereof without prior written approval from Licensor. In order to protect the integrity of the Tower, Licensee agrees that any maintenance, repair and/or replacement performed on the Licensee's Equipment on the Tower or Site shall be done in a workmanlike manner and all work shall be performed in a manner consistent with Licensor's high quality construction standards. Further, any maintenance, repair or replacement work performed on the Licensee's System shall not interrupt or interfere with the communications system of current or future users unless Licensor agrees to such interruption or interference in writing. Prior to the commencement of any repair or replacement work on the Licensee's System, Licensee shall submit detailed plans and specifications of the maintenance, repair or replacement work to be performed to Licensor for Licensor's written approval. Licensor shall have the right to approve the plans, specifications and contractor prior to the commencement of any maintenance, repair or replacement work on the Licensee's System, all at Licensee's expense. Licensee shall have twenty-four (24) hour access for routine maintenance of base station equipment. Licensee shall provide Licensor with at least forty-eight (48) hours notice prior to any maintenance, repair or replacement that requires access to the Tower unless an emergency exists, in which case notice shall be provided to Licensor within twelve (12) hours after access to the Tower and Site has occurred. Licensee shall be in compliance at all times with Paragraph 16 during maintenance and repairs.

**13. Access to Tower and Equipment.** Licensee shall at all times have unrestricted access to Licensee's Equipment; provided, however, that its access to the Tower shall be limited to the installation, removal, and periodic maintenance of Licensee's antennas and lines at Licensee's sole expense by a qualified tower services contractor approved in advance by Licensor, which approval shall not be unreasonably withheld, conditioned or delayed.

**14. Interference.**

**14.1** During the Term of this Agreement, Licensee agrees to use equipment of the type and design that will not cause interference to other licensees on the Site. Licensee agrees to make no changes to its equipment, frequency or frequencies without the prior written approval of Licensor. Licensee agrees to maintain all its equipment to operate within the manufacturer's and FCC specifications.

**14.2** In the event Licensee's Antennas, Licensee's Equipment or Licensee's use of the Tower, Building or the Site causes interference, Licensee shall take all steps necessary to correct or eliminate such interference. Licensee upon notification of such interference, agrees to promptly remedy such interference at Licensee's cost. If such interference cannot be corrected within seven (7) days of Licensee's being informed in writing by Licensor and/or Site Manager of such interference, Licensor may, in its sole discretion, terminate this Agreement in accordance with Paragraph 19 herein, or alternatively, Licensor may require

Licensee that Licensee cease operation of its equipment until such interference can be corrected or eliminated at which time Licensee may resume operation of its equipment. Licensee assumes all liability for interference to all equipment on or off Site caused by its equipment.

14.3 Licensor shall require all current and future licensees on the Site to comply with the provisions of this paragraph.

**15. Interruptions.** Licensor and Licensee agree that Licensor shall have no responsibility or liability whatsoever for interruptions, disruptions, or failures in the Licensee's Equipment or the operation of the Licensee's Equipment including, without limitation, equipment failures, structural failures, or otherwise. Licensor shall not give any unauthorized access to Licensee's Equipment; however, Licensor shall not be responsible to Licensee for any unauthorized access thereto.

**16. Compliance with Laws.** Licensee shall comply with all present and future laws, regulations, permits, and requirements of all federal, state and local governments and their agencies as they relate to Licensee's use and occupancy of the Tower, the Site, and the Licensee's Equipment, as the case may be. Without limiting the foregoing, the Licensee shall at all times use and occupy the Tower, and the Site, and the Licensee's Equipment, as the case may be, in accordance with all FCC, FAA, and all other regulations, ordinances or laws.

**17. Compliance with FCC Radio Frequency Emissions Requirements.**

17.1 It shall be the responsibility of the Licensee to ensure that Licensee's System does not cause radio frequency exposure levels, to exceed those levels permitted by the Federal Communications Commission ("FCC"). Licensor shall require other communications users of the Site to bear the same responsibility.

17.2 If it is determined that the radio frequency levels at the Site and surrounding vicinity exceed exposure levels set by the FCC and the Licensee is one of the responsible parties causing such exposure, then Licensee shall reconfigure Licensee's Equipment, including but not limited to reducing power levels, as reasonably directed by Licensor, and shall equitably share in all expenses incurred by Licensor as are necessary in order to meet FCC compliance levels.

17.3 Licensee agrees that in the event there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Site in non-compliance, Licensee will cooperate with Licensor and other users of the Site to bring the Site into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Site into compliance.

17.4 Licensee acknowledges and agrees that, upon reasonable prior notice, Licensee shall reduce operating power or cease operation of Licensee's Equipment when it is necessary to prevent the overexposure of workers on the Tower to RF radiation.

**18. Indemnification.** Licensee and Licensor shall each indemnify and hold the other party harmless from and against any loss, damage, or injury resulting from their respective use of the Tower and their presence at the Site, except to the extent such loss, damage, or injury is the result of the other party's own negligence or willful conduct. Notwithstanding any thing to the contrary in this License Agreement, neither party shall be liable to the other for interruption of the other's operations or for lost profit.

**19. Risk of Loss/Insurance.**

19.1 Licensee shall continuously maintain in full force and effect a policy of commercial general liability insurance insuring Licensee against liability for bodily injury, death, damage to personal property arising out of the activities contemplated under this License Agreement with limits of not less than One Million and No/100 Dollars (\$1,000,000) for bodily injury or death, and not less than One Million Dollars (\$1,000,000) for damage to property. In addition, Licensee shall maintain commercially reasonable insurance appropriate for the uses

and activities contemplated under this License Agreement, including, but not limited to, the following: worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000), and automobile liability insurance against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000) which specifically covers all vehicles leased, owned or used by Licensee. Certificates of such policies shall be delivered to Licensor on the Commencement Date and annually thereafter, and Licensor and Licensor's site manager shall be named as additional insureds. Further with the exception of any negligence on the part of Licensor and subject to the waiver of subrogation below, Licensee shall reimburse Licensor for any damage to the Tower or Building or Licensor's equipment caused by Licensee. Further with the exception of any negligence of the part of Licensee and subject to the waiver of subrogation below, Licensor shall reimburse Licensee for any damages to Licensee's Equipment caused by Licensor.

19.2 Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damages caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement (or such broader coverage as is actually carried by the insured party), and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. If this waiver would invalidate policy coverage under applicable law, this waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not effect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

19.3 No insurance policy shall be cancelled without thirty days prior written notice to Licensor. The limits and coverage of all such insurance shall be adjusted by agreement of all parties during every fifth year of the term of this agreement in conformity and the then prevailing custom of insuring property and other risks similar to those appropriate to the Site. Any disagreement shall be resolved by binding arbitration pursuant to California Civil Code Sections 1281 et. Seq., and modified. All such insurance shall insure the performance by Licensee of the indemnity provisions contained in Paragraph 17; and all such insurance shall be non-contributing with any insurance which may be carried by Licensor, and shall contain a provision that Licensor, although named as an insured's, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to Licensor, its agents and employees, and its property.

**20. Transfer of Licensee's Interest.** Licensee's interest under this License Agreement shall not be assignable by Licensee, without Licensor's prior consent, provided, however, no such assignment shall relieve Licensee of any obligation under this License Agreement and Licensee and any assignee shall be jointly and severally liable under this License Agreement. Any other assignment of this License Agreement by Licensee shall require Licensor's prior written consent.

**21. Multiple Users.** Licensee shall not sublet or otherwise subdivide the Licensed Space or any portion thereof, or permit the Licensed Space to be occupied by multiple simultaneous users claiming through or under Licensee. Licensee shall not otherwise transfer any interest under this Agreement including, without limitation, duplexing of signals, shared use rights, or shared digital or analog interconnect facilities. Furthermore, Licensee shall not be permitted to sub-license to or share with third parties Licensee's equipment, including but not limited to, coaxial, antennas, dishes, and/or base station equipment.

**22. Removal of Licensee's Property.** Licensee's Equipment is agreed to be Licensee's personal property, and Licensee shall at all times be authorized to create security interests in said property specifically itemized, and to remove said property from the Licensed Space free from any lien of Licensor. Upon the expiration or earlier termination of this Agreement, Licensee (i) shall remove Licensee's Equipment in a good, efficient, and workmanlike manner and in compliance with all applicable legal requirements, (ii) shall repair any damage caused to the Tower, Building and the Site caused by or during such removal, and (iii) shall surrender the

Tower, Building and the Site in good condition, ordinary wear and tear excepted. In the event Licensee fails to remove any of Licensee's Equipment from the Tower or the Site within thirty (30) days of the expiration or earlier termination of this Agreement, Licensee shall be deemed to have abandoned Licensee's Equipment and Licensor shall be free to remove and dispose of Licensee's Equipment in any manner by Licensor, in Licensor's sole and absolute discretion, and without any liability to Licensee therefor. If Licensee is deemed to have abandoned Licensee's Equipment to Licensor, pursuant to the preceding sentence, Licensee shall reimburse Licensor within five (5) days of Licensee's receipt of an invoice from Licensor, for all costs incurred by Licensor in removing and disposing of Licensee's Equipment, such obligation to reimburse Licensor to survive the termination of this Agreement. Notwithstanding the foregoing, Licensee shall not have the right to, and may not, remove any structural enhancement to the Tower, as determined by Licensor, such structural enhancements becoming the property of Licensor upon the expiration or earlier termination of this Agreement.

**23. Default.** The occurrence of one (1) more of the following events shall constitute an "Event of Default" hereunder.

**23.1 Monetary Default.** The failure by Licensee to make any payment of rent or any other payment required to be made by Licensee hereunder, as and when due, where such failure shall continue for a period of ten (10) days after which notice thereof is received by Licensee from Licensor.

**23.2 Other Default.** The failure by a party to observe or perform any of the covenants or provisions of this License Agreement to be observed or performed by such party, where such failure shall continue for a period of twenty (20) days after written notice thereof is received from the other party; provided, however that it shall not be deemed an Event of Default by a party if the other party commences to cure such failure within such twenty (20) day period and thereafter diligently prosecutes such cure to completion.

**23.3 Termination.** If there occurs an Event of Default by Licensee, in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the right to terminate this License Agreement and all rights of Licensee hereunder.

**24. Destruction.** If the Tower is totally or substantially destroyed, Licensor, in Licensor's sole and absolute discretion, may terminate this License Agreement or may rebuild the Tower at Licensor's expense. If Licensor elects to terminate this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual rent that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate. If Licensor elects to rebuild the Tower, Licensee shall not be required to pay rent while the Tower is being rebuilt unless Licensor provides Licensee with alternative space.

**25. Condemnation.**

**25.1 Permanent and Entire Condemnation.** In the event the Tower and the Site are permanently and entirely taken or condemned for public purposes or sold to a condemning authority under threat of condemnation, this License Agreement shall terminate on the date of condemnation or sale. Upon termination of this Agreement, Licensor shall reimburse Licensee the pro rata share of the annual rent that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate.

**25.2 Temporary or Partial Condemnation.** In the event the Tower and the Site are temporarily taken or condemned in their entirety or in the event a portion of the Tower or the Site is temporarily or permanently taken or condemned, Licensor shall have the right to terminate this License Agreement by giving Licensee written notice thereof or to provide alternative space to Licensee, such alternative space to be acceptable to Licensee in Licensee's sole and absolute discretion. If the alternative space is unacceptable to Licensee, Licensee shall give Licensor written notice thereof and, upon Licensor's receipt of such written notice, this License Agreement shall terminate. If either Licensor or Licensee elects to terminate this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual rent that has been paid in advance

hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate, except for the parties' obligations concerning termination.

25.3 **Condemnation Award.** Licensor shall receive the entire condemnation award for the Tower and the Site and Licensee hereby assigns to Licensor any and all right, title and interest of Licensee in and to such award. Licensee shall have the right to recover from such authority, but not from Licensor, any condemnation awarded to Licensee on account of Licensee's Equipment, Licensee's moving and relocation expenses, and Licensee's license interest.

26. **Quiet Enjoyment.** Licensor covenants that Licensee shall have quiet enjoyment of the Licensed Space throughout the duration of the License Agreement, as the same may be renewed and extended, and the Licensor will not intentionally disturb Licensee's occupation thereof as long as Licensee is not in default under this License Agreement.

27. **Attorney's Fees.** In any action at law or in equity, the substantially prevailing party shall be entitled to recover the reasonable costs and expenses of its successful case, including reasonable attorney's fees and costs of appeal from the non-prevailing party.

28. **Binding Effect.** All of the covenants, conditions, and provisions of this License Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

29. **Entire Agreement.** This License Agreement constitutes the entire contract between the parties, and supersedes any prior understanding or oral or written agreements between them respecting the within subject matter.

30. **Modifications.** This License Agreement may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

31. **Severability.** If any of this License Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this License Agreement, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make the enforcement.

32. **Authority.** The persons who have executed this License Agreement represent any warrant that they are duly authorized to execute this License Agreement in their individual or representative capacity as indicated.

33. **Environmental Laws.** Licensor represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation, excepting only such substances that are customarily used in wireless communications facilities and are not in violation of any applicable law. Licensee shall not introduce or use any such substance on the Site in violation of any applicable law. Licensor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, of all spills or other releases of Hazardous Substance, not caused by or contributed to by Licensee, that have occurred or which may occur on the Site. Each party agrees to defend, indemnify and hold the other party harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that the indemnitee may suffer due to the existence or discovery of any Hazardous Substance on the Site or the mitigation of any Hazardous Substance to the other properties or released into the environment, that relate to or arise from the indemnitor's activities during or prior to the commencement of

this Agreement. The indemnification of this section specifically include without limitation costs incurred in connection with any investigation of site conditions or any cleanup, re-mediation, removal or restoration work required by any government authority.

**34. Applicable Law.** This License Agreement shall be construed, performed and enforced in accordance with the laws of the State in which the Licensed Space is located.

**35. Notices.** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

**35.1 Personal delivery.** When personally delivered to the recipient. Notice is effective on delivery.

**35.2 First-class mail.** When mailed first class to the last address of the recipient known to the party giving notice. Notice is effective two mail delivery days after deposit in a United States Postal Service office or mailbox.

**35.3 Certified mail.** When mailed certified mail, return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.

**35.4 Overnight delivery.** When delivered by Federal Express or United Parcel Service, charges prepaid or charged to the sender's account. Notice is effective on delivery, if delivery is confirmed by the delivery service.

**35.5 Facsimile transmission.** When sent by fax to the last fax number of the recipient known to the party giving notice. Notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or fax shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day.

**35.6 E-mail transmission.** When sent by e-mail using software that provides unmodifiable proof (a) that the message was sent, (b) that the message was delivered to the recipient's information processing system, and (c) of the time and date the message was delivered to the recipient along with a verifiable electronic record of the exact content of the message sent.

Addresses for purpose of giving notice are as follows:

**LICENSOR:** Buckingham Peak LLC  
c/o Carpenter & Carpenter CPAs  
200 North Main, Suite C  
Lakeport, CA 95453  
Fax: (707) 263-0943  
Email: carpanandcarp@mchsi.com

**Copy to:**  
Peter Gruchawka, Site Manager  
Accord Communications  
P.O. Box 670  
Kenwood, CA 95452  
Office: (707) 833-5027  
Fax: (707) 833-2805  
Email: accordcomm@saber.net

**LICENSEE** Lake County Community Radio, Inc.  
P.O. Box 446  
149 N. Main St. Suite 240  
Lakeport, CA 95453  
Office: 707-274-2152  
Fax: 707-263-6288  
Email: aw@mchsi.com

35.7 Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

35.8 Any party may change its address, telex, fax number, or e-mail address by giving the other party notice of the change in any manner permitted by this Agreement.

**36. Waiver of Compliance.** Any failure of the Licensee to comply with any obligation, covenant, agreement or condition herein may be expressly waived by Licensor, but such waiver of failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

**37. Estoppel.** Either party will, at any time upon thirty (30) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this License is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this License, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such default if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to deliver such statement within such time will be conclusive upon the requesting party that (i) this License is in full force and effect, without modification except as may be partly represented by the requesting party, (ii) there are not uncured defaults in either party's performance, and (iii) no more than one years rent has been paid in advance.

**38. Survival.** The representations, warranties, and indemnifications contained herein shall survive the termination or expiration of this License Agreement.

**39. Other.** The submission of this License Agreement for examination and negotiation does not constitute an offer to license space, or a reservation or option, and this License Agreement shall become effective and binding only upon the execution and delivery hereof by both the Licensor and Licensee.

**40. Facsimile.** This License Agreement, agreements ancillary to this License Agreement, and related documents to be entered into in connection with this License Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature shall be treated in all respects as having the same effect as an original signature.

**41. Counterparts.** This License Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

**42. Effectiveness.** This License Agreement shall be effective only when signed by all parties.

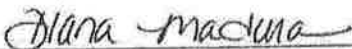
IN WITNESS WHEREOF, Licensor and Licensee execute this agreement as follows:

LICENSOR

BUCKINGHAM PEAK LLC


By   
MICHAEL FOWLER, Member

By   
DIANA MADURA, Member

By   
DIANA MADURA, Trustee of the ELSA  
FOWLER REVOCABLE TRUST OF 2002,  
Member

LICENSEE

Lake County Community Radio, Inc.

By   
Andy Weiss, General Manager  
Susan Krone  
President, LCCR



**ATTACHMENT A - TOWER SUPPORT SPACE & ANTENNAS**

**TOWER SPACE LICENSE AGREEMENT**

**LICENSOR:** Buckingham Peak LLC

**LICENSEE:** Lake County Community Radio, Inc.

Description of Tower Support Space:

One - Shively 6810-2 antenna mounted on the tower at 12 meters (C/R) above ground With Andrew HJ4-50 feed line to the equipment rack.

One - 3' dish antenna mounted on the building 4 feet above the roof with CAT-5 cable to the equipment rack.

Licensor's Initials AM AM MY

Licensee's Initials: SKC

**ATTACHMENT B – LICENSEE'S EQUIPMENT**

**TOWER SPACE LICENSE AGREEMENT**

**LICENSOR:** Buckingham Peak LLC

**LICENSEE:** Lake County Community Radio, Inc.

**Description of Licensee's Equipment:**

One - Unlicensed Tranzeo TR5amp-29f with 3' dish antenna operating in the 5.2-5.8GHz band. Actual frequency to be determined at installation on a non-interference basis and made a part of this Agreement.

One - Fxi-250 transmitter operating on 88.1 MHz.

The above equipment is to be mounted in one Licensee supplied 19" wide x 7' tall equipment rack with a footprint not to exceed 20.5" wide x 24" deep.

**FCC License information for Lake County Community Radio - KPFZ:**

Frequency: 88.1 MHz

Channel: 201

Class: A

antenna coordinates: North Latitude 38 deg 59 min 23 sec/ West Longitude 122 deg 46 min 95 sec

effective radiated power in horizontal plane 0.100kw (vertically polarized antenna)

height of radiation center above ground 12 meters

height of radiation center above sea level 1221 meters

height of radiation center above average terrain 666 meters

no antenna structure registration required

overall height of antenna structure above ground 37 meters

Licensor's Initials: jm am wy

Licensee's Initials: sjk

**ATTACHMENT C – TERM & LICENSE FEE**

**TOWER SPACE LICENSE AGREEMENT**

**LICENSOR:** Buckingham Peak LLC

**LICENSEE:** Lake County Community Radio, Inc.

**TERM:**

1. Commencement Date: November 1, 2007
2. Termination Date: October 31, 2012
3. Licensee has the option to extend Term for four (4) additional five (5) year period by sending written notice to Licensor exercising the option no less than sixty (60) days in advance of the Termination Date of the original term and the end of each successive exercised option.

**LICENSE FEE:**

1. License Fee: \$500.00 per month commencing November 1, 2007.
2. Utility fee: Actual usage, due upon receipt of invoice from Licensor.
3. Licensee will be invoiced a one time construction oversight and installation certification fee of \$1,000.00 which shall be due November 1, 2007.

Licensor's Initials: DM DM UN

Licensee's Initials: STK

**ATTACHMENT D - ROAD MAINTENANCE**

**TOWER SPACE LICENSE AGREEMENT**

**LICENSOR:** Buckingham Peak LLC

**LICENSEE:** Lake County Community Radio, Inc.

Road Maintenance Agreement:

Licensee shall pay to Licensor the sum of \$15.00 per month, commencing November 1, 2007, and continuing throughout the Initial Term of this License Agreement, and any extension thereof, for Licensee's contribution to the maintenance of the road leading from Konocli Road to the Site.

Licensor's Initials: BM WM

Licensee's Initials: SLC

**ATTACHMENT E - SPECIAL TERMS  
TOWER SPACE LICENSE AGREEMENT**

**LICENSOR:** Buckingham Peak LLC

**LICENSEE:** Lake County Community Radio, Inc.

Tower reinforcement and non-conductive guy wires

Licensee is required to have the tower modified per the engineering specifications from NWTE dated 8-22-07 before installing Licensee's antenna on the tower. Licensor shall pay for the NWTE engineering design and report. Licensee shall pay P&R Tower and Magnum Tower for the materials and labor required as described in the NWTE report dated August 22, 2007, P&R quotation dated August 24, 2007 in the amount of \$14,680.00, and Magnum Tower quote dated August 24, 2007 in the amount of \$8,166.37.

Licensor will not be liable for any of the expenses related to the tower modifications.

Antenna installation on tower

Licensee has agreed to retain P&R Tower to assemble and install the Shively 6810-2 antenna on the tower for a fee in addition to the \$14,680.00 noted above.

Licensor's Initials: BM MM MY

Licensee's Initials: SJK

