

San Diego Broadband  
330 Rancheros Drive, Suite #112  
San Marcos, CA 92069  
(760) 621-3801

SITE AGREEMENT

This Agreement (the "Agreement") made this \_\_25th\_\_ day of \_\_November\_\_, 2019, between MyServer.org, Inc. DBA San Diego Broadband ("Lessee") providing wireless high-speed Internet service and having its principal office at 330 Rancheros Dr Ste 112, San Marcos, CA 92079, and Ronald Franzese ("Lessor") property owner, 26636 Lilac Hill Dr, Escondido, CA 92026, USA.

**GRANT OF RIGHTS:** Lessor hereby grants permission to Lessee to install, maintain, operate and remove communications equipment on and in Lessor's property, antenna site and/or equipment room located at 26636 Lilac Hill Dr, Escondido, CA 92026, USA, (the "Premises"), electric service included. Antenna placement will be confined to the area acceptable and predetermined by Lessor.

**TERM AND TERMINATION:** This Agreement shall become effective upon installation, testing and deployment of equipment and shall continue in effect for a term of five (5) years. The term of this Agreement may be extended at the end of the term with mutual agreement of both parties.

This Agreement may also be terminated by either party upon six (6) months advance written notice. On termination of the Agreement in accordance with any of its terms, Lessee shall immediately remove its antennas, wires, and appliances from the Premises, leaving the Premises substantially as it was prior to the commencement of this Site Agreement.

**ATTACHMENTS TO PREMISES BY LESSEE:** Lessee shall, at its own expense, maintain any equipment on or attached to the Premises in a safe condition and in good repair, and in a manner suitable to Lessor so as to not conflict with the use of Premises by Lessor or interfere with working use of facilities thereon or which may be placed thereon.

Lessee agrees to install equipment types and frequencies which will not cause "harmful interference" as defined in Title 47, Code of Federal Regulations, Part 15 of the Federal Communications Commission Rules and Regulations. Lessee will take corrective action if interference is reported.

**INGRESS AND EGRESS:** Lessor agrees that Lessee shall have free access to Lessor's property, antenna site, and/or equipment room for the purpose of installing, maintaining and operating Lessee's equipment, and Lessor further agrees to give Lessee free ingress and egress to the Premises during the continuation of this Agreement and any renewals thereof. It is agreed, however, that only authorized engineers, employees, contractors, subcontractors, and agents of Lessee, FCC inspectors, or persons under their direct supervision, will be permitted to

enter the Premises. Lessee agrees to provide Lessor with advanced notice by telephone or text messaging prior to entering the property. Lessor agrees to provide access same day whenever possible for repairs, or within 24 hours when not possible.

COMPLIANCE WITH STATUTES AND REGULATIONS: Antennae, wires and applications of Lessee shall be erected and maintained in accordance with the requirements and specifications of the safety and zoning codes of the State of California, County of San Diego, community of Valley Center or any amendments or revisions thereof, and in compliance with any rules or orders now in effect, or that hereafter may be issued by the Federal Communications Commission.

MAINTENANCE AND OPERATION OF PREMISES: Lessor reserves to itself, its successors, and assigns, the right to maintain the Premises and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements, but in accordance with the specifications herein mentioned.

RENTAL OF PREMISES: In consideration of the foregoing and the use of the Premises, Lessee shall provide Lessor with

1. Free Premium Residential internet service
2. SDBB pays lessor \$59.95 per month once we connect 10 people to the site.

INDEMNIFICATIONS: Lessee shall indemnify Lessor against any and all claims and demands for damages to property and injury or death to persons, including payments made under any workers' compensation law or any plans for employee's disability and death benefits, which may arise out of or be caused by the installation, maintenance, presence, use or removal of Lessee's equipment. Lessor shall indemnify Lessee and hold Lessee harmless from and against any and all claims, liabilities, losses and causes of action, of whatever kind or nature, which are suffered by or asserted against Lessee by any person, and which arise out of, or in connection with, or are based upon, any acts or omissions of negligence on the part of Lessor, its employees, agents or invitees under this Agreement.

ASSIGNMENT AND SUBLEASE: Lessor agrees that any assignment, sublease, or other transfer of the Premises by Lessor shall be made subject to this Agreement.

SUCCESSORS/HEIRS IN INTEREST: Lessor agrees that this Agreement shall extend and bind to the heirs, executors, administrators, successors, and assigns of the parties hereto.

INSURANCE: Lessee agrees that it will obtain and maintain throughout the term of this Agreement a policy or policies of comprehensive general liability insurance.

NOTICE: Any notice to be given under this Agreement shall be in writing and mailed to the party to be notified at the address set forth herein, by registered or certified mail by addressing the written notice to:

Lessor: Ronald Franzese  
26636 Lilac Hill Dr,  
Escondido, CA 92026, USA.

Lessee: San Diego Broadband  
330 Rancheros Dr, Suite #112  
San Marcos, CA 92069

MISCELLANEOUS:

- 1) This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein or by other written agreement between the parties. If any provision herein is invalid, it shall be considered deleted from this Agreement, and shall not invalidate the remaining provisions of this Agreement.
- 2) Any controversy or claim arising out of or relating to this Agreement, shall be settled in San Diego County in the State of California by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The non-prevailing party shall pay all of the costs and expenses incurred by the prevailing party in connection therewith, including, without limitation, reasonable attorneys' fees. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.
- 3) This Agreement is subject and subordinate to all ground and underlying leases and easements affecting the Premises as well as to all mortgages, easements and encumbrances which may now or hereafter affect the Premises and to all renewals, modifications, consolidations, replacements and extensions thereof, and Lessee agrees to execute any certificate requested from Lessor evidencing same within ten (10) days of Lessor's request. This subordination shall be self-operative with no requirement for further documentation to evidence its effectiveness. The provisions of this section shall not be deemed or construed as conferring any real property rights upon Lessee.
- 4) Upon the request of either Lessee or Lessor (who, if making the request, is referred to herein as the "requesting party"), the non-requesting party (referred to herein as the "responding party") shall furnish to the requesting party, and/or, in the case of a request by Lessor, to the holder of any mortgage or ground lease from time to time encumbering the Premises, a statement of the status of any matter pertaining to this Agreement, including, without limitation, acknowledgment that (or the extent to which) the Agreement is in full force and effect, that the requesting party is in compliance with its obligations under the Agreement, and that the responding party has no offsets or claims against the other, provided that these representations are accurate at the time that the responding party is requested to furnish them. The parties agree to execute and deliver

within ten (10) days after receipt of request by either, an instrument of estoppel, setting forth the above acknowledgments and waiving any claims that are not presented in that instrument.

5) In the event that either party shall be delayed, hindered in, or prevented from the performance of any act required by this Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulation, riots, insurrection, war, terrorist acts, or other reasons of a like nature (generally known as force majeure) not the fault of the party delayed in performance as required under the terms of this Agreement, then performance of any such act shall be excused, without liability, for the period of such delay.

6) If any provision or portion of a provision is capable of more than one construction, one or more of which would render the provision or portion of a provision void and another of which would render it valid, then the provision or portion of a provision shall have the meaning that renders it valid.

7) If any provision or portion of a provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision or portion of this Agreement, all of which other provisions or portions shall remain in full force and effect.

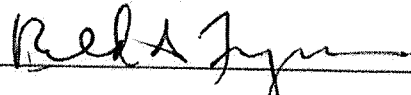
8) The titles of the sections in this Agreement are for convenience only and shall not in any way affect its interpretation.

9) Each party executing this Agreement warrants and represents that it, she or he, has the requisite authority to execute this Agreement. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

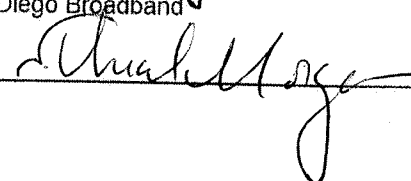
10) The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed to have been waived by a party unless the waiver is in writing.

In witness whereof, the parties have executed this Agreement on the day and the year first above written.

Lessor: Ronald Franzese

By:  Date: December 12, 2019

Lessee: San Diego Broadband

By:  Date: 12/13/19