

Return Address:

ATTN: Jim Penney
Wave Business Solutions, LLC
401 Kirkland Parkplace, Suite 500
Kirkland, WA 98033

Document Title(s) (or transactions contained therein):

1. Utility Easement Agreement

Reference Number(s) of Documents assigned or released: N/A
(on page of documents(s))

Grantor(s) (Last name first, then first name and initials):

1. Lewis County, a political subdivision of the State of Washington

Grantee(s) (Last name first, then first name and initials):

1. Wave Business Solutions, LLC, a Washington limited liability company

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Ptn. SW ¼, NE ¼, Sect. 9, Twp. 12N, Rge. 2W, W.M.

Ptn. SE ¼, NW ¼, Sect. 9, Twp. 12N, Rge. 2W, W.M.

Full legal is on page 6 of document.

Assessor's Property Tax Parcel/Account Number

APN# 015052-000-000

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement (this "**Agreement**") is made and entered into as of this ____ day of _____, 2014 (the "**Effective Date**"), by and between LEWIS COUNTY, a political subdivision of the State of Washington ("**Grantor**"), and WAVE BUSINESS SOLUTIONS, LLC, a Washington limited liability company ("**Wave**").

Background

Grantor owns certain real property located in unincorporated Lewis County, Washington, comprised of approximately 9.29 acres, commonly known as 111 Pleasant Valley Road, Evaline, WA 98596, as more particularly described on **Schedule 1** to this Agreement (the "**Property**"). Wave provides its customers with a variety of telecommunications, high speed data transmission, broadband Internet access and other similar services. Grantor desires to grant Wave a utility easement allowing Wave to install and maintain certain guy wires and associated equipment and facilities (collectively, the "**Network Facilities**") over a portion of the Property.

Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Wave now agree as follows:

1. Grant of Easement and Right of Access. Grantor hereby grants and conveys to Wave a perpetual, non-exclusive easement in gross (the "**Easement**") over, under, upon and across the following portion of the Property (the "**Easement Area**"):

The South 20 feet of the East 20 feet of the Property located immediately adjacent to the Western boundary of Highway 603.

Wave may use the Easement Area solely for anchoring their Network Facilities (the "**Permitted Use**") located East of Highway 603, using the Lewis County PUD Pole. In connection with the Easement, Grantor also grants to Wave a continuing right of access as specified below (the "**Access Right**") over, across, upon and through those portions of the Property that are reasonably necessary for Wave to access in order to reach the Easement Area and perform the Permitted Use. The grant of easement and right of access set out hereinabove is contingent upon Wave securing and at all pertinent points in time maintaining a right from Lewis County Public Utility District No 1 to use its said Pole for the purposes herein described. If such right is not secured by Wave within 90 days following the date of this instrument, or if such right is at any time lost or contested by Lewis County Public Utility District No 1, then the grant set out hereinabove shall terminate forthwith.

2. Ownership of the Network Facilities. The Network Facilities are and shall at all times be and remain the sole and exclusive property of Wave and subject to Wave's sole and exclusive management and control, and neither Grantor nor any subsequent owner(s) of the Property or any part thereof shall acquire any right, title, or interest in any Network Facilities.

3. Covenants of the Parties. Grantor covenants and agrees Grantor shall in no way disturb, alter or move any part of the Network Facilities or otherwise interfere with Wave's rights and obligations as provided under this Agreement. Wave covenants and agrees to promptly repair any damage to the Property proximately resulting from Wave's use of the Easement Area. If Wave fails to take corrective action to repair such damage after ninety (90) days notice to repair by Grantor, Wave agrees that Grantor May take such corrective action and shall be entitled to receive full reimbursement from Wave upon demand, together with interest thereon from the date of expenditure at the rate of one percent per month. Grantor shall provide written notice to Wave before commencing such action. Wave understands that part or all of the Property is a secured site and normally accessible during normal, County business hours. Wave shall coordinate access to Property with Grantor to ensure the security of the site. Grantor covenants and agrees that Grantor shall not install any improvements in the Easement Area that will need to be damaged in order for Wave to perform regular maintenance on the Network Facilities or that would otherwise hinder or make unduly difficult Wave's ability to engage in the Permitted Use.

4. Indemnity. Wave shall indemnify, defend and hold harmless Grantor, its employees, officers, and agents with respect to any and all liability, damages, expenses, causes of action, suits, claims, costs, fees (including attorneys fees and costs) penalties or judgments, by any reason whatsoever, arising out of the use, occupation or control of the Property by Wave's employees, agents, contractors or subcontractors, except as may arise out of the willful or negligent act of Grantor.

5. Successors and Assigns. Wave shall not assign its rights hereunder without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Wave shall have the right, without the necessity of obtaining Grantor's consent, to assign or otherwise transfer its rights under this Agreement (i) as collateral to any institutional lender of Wave subject to the rights and obligations of the parties hereunder; (ii) to any affiliate of Wave; or (iii) to any entity into which Wave may be merged or consolidated or that purchases all or substantially all of the assets of Wave. Subject to the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

6. Compliance With Laws and Rules. Wave shall, at its own expense, conform with all applicable laws, regulations, permits, orders, or requirements of any public authority

affecting the Property and use thereof; Grantee shall not keep, use, apply, dispose, and/or generate on or about the Property any hazardous, toxic or dangerous substance, now or hereafter designated by the State as such, in violation of any federal, state or local law or regulation, including but not limited to the Resource Conservation and Recovery Act, Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendments and Reauthorization Act of 1986, and the Washington State Model Toxic Control Act.

7. Survival. All obligations or liabilities of Wave under this agreement which require performance beyond any termination of this easement shall survive such termination.

8. Nonexclusive Rights. Grantor reserves for itself and its successors and assigns all rights with respect to the Property, subject only to those rights necessarily granted under this agreement to Wave, including, without limitation, the right at all times for any purpose to cross and recross, and to develop, improve, and utilize the Property in any manner that will not unreasonably interfere with the rights of Wave, and the right of Grantor to grant unto third parties, subject to the above conditions against the Grantor which shall apply equally and fully to such third parties.

9. Termination for Cessation of Use. In the event that Wave, or Wave's successors or assigns, use of the easement ceases for a period of five (5) years or more for the purposes agreed to herein, then Grantor may terminate this easement upon sixty (60) days written notice of its intent to terminate.

10. Representations of the Parties. Each of the parties represents to the other that: (i) they have all necessary power and authority to enter into and perform the terms of this Agreement; and (ii) they have duly executed and acknowledged this Agreement and that this Agreement constitutes a valid and binding agreement of such party, enforceable in accordance with its terms.

11. Miscellaneous. Wave shall be responsible for personal property taxes, if any, that are assessed with respect to the Network Facilities and Grantor shall be responsible for all real property and personal property taxes, if any, assessed with respect to the Property. This Agreement shall not be amended, altered or modified except by an instrument in writing duly executed and acknowledged by the parties hereto. This Agreement shall be governed and construed in accordance with the laws of the State in which the Property is located. This Agreement may be executed in multiple counterparts, and all counterparts shall collectively constitute a single agreement.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have duly executed this Agreement for the purposes and consideration expressed in it and delivered this Agreement as of the date first written above.

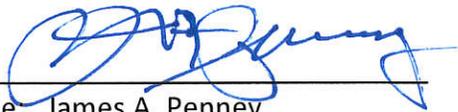
GRANTOR:

Lewis County, a political subdivision of
the State of Washington

By _____
Name: _____
Title: _____

WAVE:

Wave Business Solutions, a
Washington limited liability company

By 
Name: James A. Penney
Title: EVP, Business & Legal Affairs

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Schedule 1
to
Utility Easement Agreement
Legal Description of Property

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 12 NORTH, RANGE 02 WEST, IN THE COUNTY OF LEWIS, STATE OF WASHINGTON, W.M.:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW ¼ NE ¼) OF SAID SECTION 9;

THENCE NORTH 87°41'28" WEST 466.68 FEET;

THENCE SOUTH 7°11'59" WEST 429.14 FEET;

THENCE SOUTH 88°43'32" EAST 1076.75 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF HIGHWAY 603;

THENCE NORTHEASTERLY ALONG SAID WEST LINE TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW ¼ NE ¼);

THENCE NORTH 87°35'15" WEST 699.60 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT COUNTY ROADS.

Assessor's Tax Parcel No. 015052000000.

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