

RECEIVED

BY: MFE

RECEIVED

BY: MFE

**LICENSE AGREEMENT**

This LICENSE AGREEMENT (this "Agreement") between Baldwin County, Alabama, ("Licensor"), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507 and Two-Way Communications, Incorporated ("Licensee"), with an address of 1704 Justin Road, Metairie, Louisiana 70001 (herein collectively referred to as the "Parties").

**WITNESSETH:**

WHEREAS, Licensor is the owner of the real property described as a communications tower located at 23100 McAuliffe Street in Robertsedale, Alabama, and included as if fully set forth herein (the "Property").

WHEREAS, Licensee desires to obtain access to the Property to install specific equipment, as more specifically detailed herein, and Licensor is willing to provide such access pursuant to this Agreement.

WHEREAS, pursuant thereto, Licensee agrees to indemnify and hold the Licensor harmless from any and all claims or demands for injuries or damage to persons or personal property and further agree to assure the Licensor that he/she would not claim any personal rights in the subject Property or any rights of adverse possession.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the Parties hereby agree as follows:

1. Recitals. The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.
2. Grant of License. Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, Two-Way Communications, its agents, contractors, and employees (hereinafter "Licensee Representatives") a revocable, non-exclusive, temporary license (the "License") to enter upon the Property as is reasonably required to install and maintain specific equipment as described herein. Any other use of the Property requires the prior written consent of Licensor in each instance. This License is granted to Licensee and is limited and specifically restricted to Licensee and Licensee Representatives. Licensee shall comply with Licensor's safety and security policies deemed to be necessary by Licensor and with such reasonable rules and regulations as Licensor may impose from time to time by notice to Licensee.
3. Property. The real property subject hereto is sufficiently described as: a communication tower located at 23100 McAuliffe Street in Robertsedale, Alabama.

4. Equipment. This License Agreement authorizes Two-Way Communications to install the following:

1) one cone antenna (mounted on east side of the tower)  
2) one 19" rack space installed in the EOC Equipment Room and provided by Two-Way Communications to house the following:

- a) power supply with a battery back-up  
b) fiber mux and LIU  
c) wi-fi access point

While this specific equipment is authorized by this License Agreement, because technology and methods change at a rapid pace, it is imperative that modification of this equipment be allowed, provided that both Licensee and Licensor agrees with such modification, to take advantage of technological advancements or to overcome technical issues that may arise. Therefore, this License Agreement will not need to be modified to implement such modification, as long as the overall intent and scope of the project are followed and as long as the changes do not substantially increase the space requirements or burden on the communication tower. Nothing herein stated shall be construed to change the requirement of agreement of both parties, in writing, to reflect any substantial changes to the equipment or placement of equipment.

5. Term of License. This Agreement shall be effective upon the date of full and complete execution. The term of the License shall be from the date of full execution, extending twelve (12) months thereafter, and automatically renews annually unless terminated by either party in writing within ninety (90) days prior to the expiration date. Upon termination or expiration of the term of this License, all rights to enter upon and use the Property under this License shall cease, excepting only the limited need to enter upon the Property for removal and completion as referenced herein in paragraph ten (10).
6. Compensation. The one time fee for the License granted herein is \$0. In lieu of monetary compensation for the communication tower use as described herein, Licensee will provide an in-kind swap of comparable communication tower use on Licensee's communication tower located at 908 Veteran's Highway in Fort Morgan, Alabama, as outlined in a second License Agreement executed on this same date between Two-Way Communications, Inc. and Baldwin County.
7. Condition of License Area: Assumption of Risk. Licensee accepts the Property in its "WHERE IS", "AS IS", condition and acknowledges that Licensor has made no representation or warranty to Licensee as to, and

has no obligation for the condition of the Property. Licensee assumes the risk of any latent or patent defects or problems that are or may be on the Property or the improvements thereon. Licensee agrees that Licensor shall not be liable for any injury, loss or damage on account of any such defects or problems. Licensee for itself and the Licensee Representatives waives and releases Licensor from any claims for injury to persons or damage to the personal property of Licensee or any Licensee Representatives by reason of the condition of the Property or otherwise.

8. Compliance. Licensee and the Licensee Representatives shall comply, at Licensee's expense, with all applicable laws, regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Property with respect to Licensee's work and activities at the Property, regardless of when they become effective. Licensee, at its cost, shall obtain any applicable licenses or permits required by applicable laws and regulations for the use of the Property. Licensee shall not use, nor permit the use, of the Property for any purpose in violation of such laws, regulations, rules or orders.
  
9. Indemnification and Hold Harmless. Licensee shall indemnify, defend and hold Licensor and its affiliates, employees, agents, representatives, contractors, subcontractors, licensees and invitees (collectively, "Licensor Representatives") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Licensor or any Licensor Representative, as a result of any entry upon or activity conducted by, or any act or omission, by Licensee or any Licensee Representative, employee, agent, or subcontractor arising out of the construction, maintenance, upgrade, repair or removal of equipment from the subject tower and/or facilities except for those claims, costs, losses, expenses, demands, actions, or causes of action which arise solely from the negligence, willful misconduct, or other fault of the Licensor. The Licensee shall also assume the responsibility for any claims for damage done to property due to the exercise, usage and/or presence of the resulting work as a result of this License. Licensor does not and shall not waive any rights against Licensee which it may have by reasons of this indemnification. This indemnification by Licensee shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

Licensee shall at all times comply with all applicable Federal, State, County, local and municipal laws and regulations and agrees to use the subject communication tower and the equipment installed on such tower only for lawful purposes. Licensee agrees to indemnify, defend, and hold

harmless Licensor, its elected officers, employees, agents, and representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against Licensee for failure by Licensee to comply with such laws and regulations.

10. Further Liability. In no event or way will the Licensor, its officers, directors, employees, affiliates, or agents, be liable for any direct, incidental, indirect, special, punitive, exemplary or consequential damages, or for any other damages, including but not limited to personal injury, wrongful death, property damage, loss of data, loss of revenue or profits, or damages arising out of or in connection with the use or inability to use the subject communication tower. The limitations set forth herein apply to claims founded in all areas, including but not limited to breach of contract, breach of warranty, and product liability, and apply whether or not the Licensor was informed of the likelihood of any particular type of damages.
11. No Alteration. Except as expressly permitted by this Agreement, Licensee shall not make nor permit any alterations or additions to the Property without Licensor's prior written consent.
12. Removal and Completion Upon Termination. Upon the expiration or termination of this License, Licensee shall (a) peaceably deliver to Licensor the full possession of the Property; (b) remove all materials, equipment, debris, waste, staged fill materials and improvements placed thereon by Licensee or Licensee Representatives (or resulting from work under this Agreement); and (c) repair any damage to the Property and restore the Property to its condition on the date of this Agreement. Should Licensee fail, within thirty (30) days after the date of the termination of this License, to make such removal, repair and restoration, Licensor may, at its option, remove said materials, equipment and improvements and complete said repair and restoration at the sole cost of Licensee. Licensee shall reimburse Licensor for such costs within thirty (30) days after request by Licensor.
13. Damage to Property. Licensee agrees to pay for any damage which may arise to buildings, fences, machinery, or other property of Licensor or any third party on or near the Property resulting from Licensee's operations or presence on the Property. Licensee shall reimburse any and all costs related to any and all corrections, changes or improvements deemed to be necessary by Licensor as a result of work performed pursuant to this Agreement or as a result thereof.

14. Termination for Breach. Licensor may terminate this License upon written notice should Licensee fail to fulfill any obligation of this Agreement and such failure is not cured within five (5) days after giving notice that Licensee is in breach.
15. Standard of Operation: Expenses. Licensee shall conduct all of its operations in a safe and workmanlike manner. All work and activities which Licensee performs at the Property shall be at Licensee's sole cost and expense.
16. Insurance. Prior to occupying or using the Property, Licensee shall carry, with insurers satisfactory to Licensor, throughout the term hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence. Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the state where the Property is located and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the Property. All liability insurance shall name Licensor as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to Licensor, shall be furnished to Licensor, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to Licensor in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against Licensor and Licensor Representatives. Should Licensee fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, Licensor may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.
17. Responsibility. Licensee shall be responsible for compliance by Licensee Representatives with the terms of this Agreement and for all acts or omissions by Licensee Representatives on the Property.
18. No Assignment. Licensee shall not have the right to assign this Agreement or any rights or obligations hereunder without Licensor's prior written permission. Any attempted assignment shall be void. No assignment shall relieve Licensee of its liabilities and obligations herein.

19. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this License; therefore, any actions of the parties shall not be considered or implied to create such agency.
20. No Waiver. The failure of Licensor or Licensee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.
21. Termination. It is understood and agreed that this License Agreement may be terminated by either party, with or without cause. In the event of termination with cause, such termination shall be accomplished by giving written notice and once notice of termination is given by Licensor to Licensee, the permission herein granted shall immediately and automatically terminate and Licensee shall have no further right, permission or authority to utilize the Property. In the event of termination without cause, such termination shall be accomplished by giving written notice 90 days before the date that termination shall take effect. Upon termination of the term of this License, all rights to enter upon and use the Property under this License shall cease.
22. Notice. Every notice or response required by this Agreement to be served upon either party shall be in writing and shall be deemed to have been duly given to the required party three (3) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid as follows:

The notices or responses to Baldwin County shall be addressed as follows:

Baldwin County  
312 Courthouse Square, Suite 12  
Bay Minette, AL 36507

The notices or responses to Two-Way Communications, Inc. shall be addressed as follows:

Two-Way Communications, Inc.  
1704 Justin Road  
Metairie, LA 70001

Baldwin County and Two-Way Communication, Inc. may designate such other address or addressed from time to time by giving written notice to the other party as set forth in this Section.

23. Miscellaneous.

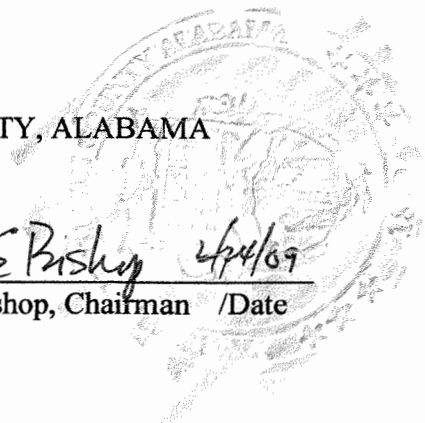
- (a) Neither of the parties or their successors or assigns shall be personally or individually liable under this Agreement or any instrument executed or delivered by any one of them pursuant to the terms and conditions of this Agreement, and neither party shall look to the other personally or individually for the satisfaction of any claim hereunder or there under.
- (b) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Licensor and Licensee have contributed substantially and materially to the preparation of this Agreement.
- (c) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.
- (d) This Agreement embodies the entire agreement and understanding of the parties and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.
- (e) This Agreement may not be modified in any manner other than by an agreement as specified herein.
- (f) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.
- (g) This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This agreement may be delivered by facsimile transmission.
- (h) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.
- (i) If any part, section, or subdivision of this Agreement shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Agreement, which shall continue in full force and effect notwithstanding such holding.
- (j) The failure of Licensor to insist upon strict performance of any of the terms, covenants, agreements, and conditions of this Agreement shall not constitute, and shall never be asserted by the Licensee as constituting a default or be construed as a waiver or relinquishment of the right of the Licensor to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- (k) Licensee's obligations under this Agreement shall survive expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution by Licensor below.

**LICENSOR:**

BALDWIN COUNTY, ALABAMA

BY: David E Bishop 2/24/09  
David E. Bishop, Chairman /Date



**ATTEST:**

Michael L. Thompson 2/24/09  
Michael L. Thompson /Date  
Administrator

**LICENSEE:**

TWO-WAY COMMUNICATIONS, INC.

[Signature] 2/12/2009  
/Date

\_\_\_\_\_  
/Date

**NOTARY PAGE TO FOLLOW**

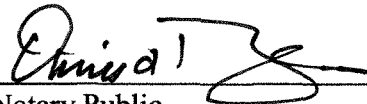


State of Alabama )

County of Baldwin )

I, Daniel G. Blackburn, a Notary Public in and for said County, in said State, hereby certify that Lester L. Bohem, Jr., is/are the individual(s) whose name(s) is/are signed to the foregoing License, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the License, he/she/they executed the same with full authority to do so voluntarily and personally.

Given under my hand and official seal, this the 20<sup>th</sup> day of Feb., 2009.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 6-16-12