

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") made this 19 day of September, 2014 by and between **Valley Enterprise Investment Company, LLC**, a Utah limited liability company, whose address is 5393 East 3850 North, Eden, UT 84310-9648 ("LANDLORD") and **DIGIS**, a Utah limited liability company, whose address is 782 South Auto Mall Drive, Suite C, American Fork, UT 84003 ("TENANT").

SECTION I – DESCRIPTION OF PROPERTY

- 1.1 In consideration of promises and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord hereby Leases to Tenant two tracks of land located in the Summit at Ski Lake area, Huntsville, Utah, and more particularly described as follows:
- 1.1.1 Parcel 1 measures 10' X 10' and is more particularly described in Exhibit "A" and illustrated in Exhibit "B", both of which are attached hereto and made a part hereof.
 - 1.1.2 Parcel 2 measures 20' X 30', less and excepting Parcel 1, and is more particularly described in Exhibit "A" and illustrated in Exhibit "B", both of which are attached hereto and made a part hereof.

SECTION II – TERM OF LEASE

- 2.1 The term of this Lease will be for a period of five (5) years commencing on 1st day of October, 2014 or upon commencement of construction by Tenant, whichever is later (Date of Commencement).
- 2.2 This Agreement will automatically renew for an additional five (5) years, unless either party gives six months' written notice otherwise.
- 2.3 Notwithstanding the forgoing, the Lease term as to Parcel 2, and as to Parcel 2 only, will end one (1) year after the later of ("Parcel 2 Termination Date"): (i) electrical power is installed in Phase 13 of the Summit of Ski Lake (the "Subdivision") as described in Section VI of this Agreement, and (ii) Landlord gives Tenant written notice that the power is installed in the Subdivision. Tenant agrees to remove all improvements upon Parcel 2 on or before the Parcel 2 Termination Date. If Tenant is unable to remove the improvements due to any fault of Landlord, then the Parcel 2 Termination Date will be extended the same amount of time as any delays caused by Landlord.

SECTION III – LEASE PAYMENTS

- 3.1 In consideration for the use of Parcel 1, Parcel 2, and all access rights described herein (collectively the "Property"), Tenant will provide Four (4) wireless Internet

access accounts to Landlord free of charge. Such access will be provided through Tenant's existing wireless Internet network with services equal to the premium residential package offered by Tenant to its customers. Tenant will also provide Four (4) complimentary residential unlimited phone lines regulated by the same terms as the Internet accounts above. Details pertaining to VoIP lines are described as follows:

SKYBEAM ActivePhone™ requires a SKYBEAM broadband internet connection. 911 services operate based on registered address. Unlimited long distance calling is for calls made to landlines and mobile phones in the USA. Free International calling is for up to 300 minutes of calls made per line (ActivePhone™ and ActivePhone for Business™) or concurrent call session (Enterprise Cloud PBX™) to landlines in these 64 countries; Andorra, Argentina, Australia, Austria, Bahrain, Belgium, Brazil, Brunei, Bulgaria, Canada, Chile, China, Colombia, Croatia, Cyprus, Czech Republic, Denmark, Dominican Republic, Estonia, Finland, France, Georgia, Germany, Greece, Guadeloupe, Guam, Hong Kong, Hungary, Iceland, India, Indonesia, Iraq, Ireland, Israel, Italy, Japan, Latvia, Luxembourg, Macau, Malaysia, Malta, Mexico, Monaco, Netherlands, New Zealand, Norway, Panama, Peru, Poland, Portugal, Puerto Rico, Romania, Russia, Saipan, San Marino, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, Sweden, Switzerland, and mobile phones in these 13 countries; Brunei, Canada, China, Guam, Hong Kong, India, Macau, Malaysia, Puerto Rico, Saipan, San Marino, Singapore, South Korea. Alarms, fax, satellite TV and other systems may not be compatible. Regular number porting, where available, averages 20-30 days. Service may not be available in all areas.

- 3.2 In consideration for the use of the Property, Tenant will pay to Landlord a monthly payment of \$800.00. Such payment will be made on or before the 5th of each month.

SECTION IV – PURPOSE OF LEASE

- 4.1 The purpose of this Agreement is to allow Tenant to construct, install, add, and maintain equipment, wires and facilities (the "Equipment"), more specifically described in Exhibit "C" Equipment Description, to support and carry out its business as an Internet service provider and other services consistent with an Internet service operation. This will include the installation of Equipment on buildings and/or other structures on the Property as expressly approved herein.

SECTION V – DUTIES OF PARTIES

- 5.1 Tenant agrees:
- (1) To construct, improve, maintain, upgrade, add, and/or repair the Equipment, at its sole expense.
 - (2) To maintain that portion of the Property where the Equipment is located in as good a condition as reasonable use will permit.
 - (3) To manage and operate the Equipment in a reasonable manner and to conduct all its activities on the Property in compliance with all applicable laws.

- (4) To maintain such insurance upon the Equipment or its personal property as it determines necessary.
- (5) To maintain Liability insurance with an A or better rated insurance carrier in the minimum amount of \$3,000,000/\$3,000,000, with the Landlord as an additional insured; proof shall be given to the Landlord upon request.
- (6) To obtain, at Tenant's expense, all licenses and permits required for Tenant's use of the Property.
- (7) To hold Landlord harmless from claims arising from Tenant's use of the Property, except for claims arising from the gross negligence or willful misconduct of the Landlord or its agents.

5.2 Landlord agrees:

- (1) To allow Tenant full time access on to and off from the Property to install, repair, upgrade, add, operate and maintain the Equipment.
- (2) To reasonably cooperate with Tenant (at no cost to Landlord) to obtain any necessary licenses or permits.
- (3) To not use or to permit the use of the Property in a manner which interferes with the operations of the Tenant.
- (4) To not allow on the property any other Wireless Internet Service Providers ("WISP"). This would include Wireless Internet Operators using any frequency either known or unknown including: the 900 Mhz, 2.4 Ghz, 3.65 Ghz, and 5-5.9 Ghz UNII, 11 Ghz, 18 Ghz, 23 Ghz, and all other ISM bands. Allowing the use or signing a subsequent Lease that would allow use of these frequencies and bands will constitute a breach of this contract.

SECTION VI - ELECTRICAL POWER SUPPLY

- 6.1 Landlord agrees to allow Tenant to install a solar power system ("Solar Power System") to supply electrical power to Equipment until a secondary distribution power line is available to the Property to provide electrical power to the Equipment. The solar power system is more specifically described in Exhibit "C" Solar Power System.
- 6.2 When Landlord runs electrical power within the Subdivision, Tenant shall, at tenant's cost and expense, run a power line, in conduit provided by Tenant, from the nearest power source within the Subdivision to the Property and provide the power meter, and all other necessary equipment, and Tenant shall pay all other charges incurred in connecting the power to the Equipment, including the monthly power bills.
- 6.3 Tenant shall remove the Solar Power System within a reasonable period of time after power is available to the Property and Equipment as provided in Paragraph 6.2 above.
- 6.4 Tenant agrees to promptly pay directly to Great Basin Engineering all reasonable professional fees billed by it in inspecting the Property and performing engineering services for the purpose of creating the legal descriptions, meeting

with the parties, providing input into and review of this Agreement, and any other associated fees and costs.

SECTION VII - ACCESS AND EASEMENT

- 7.1 In addition to a Lease of the certain Property described in Exhibit A, and as part of the Property, Landlord grants Tenant and it's agents access and passage, over and across Landlord's property to install, maintain, construct, inspect, add, repair, etc., the Equipment on the Property. Legal description of the easement access is more particularly described in Exhibit "D" ACCESS EASEMENT DESCRIPTION.
- 7.2 Ingress, egress, access and passage across the Property will be in compliance, and all due care, to the needs and respects of the Landlord.
- 7.3 The two easements ("Easements") identified on Exhibit "D" shall automatically expire at the same time as the Lease term expires. Any extensions to the term of the Lease shall also automatically extend the term of the Easements. Within 30 days following termination of the Lease, Tenant agrees to sign and record a Release of Easement, and any other document which is reasonably necessary to release any interests Tenant may have of record in the Property or in the Easements.
- 7.4 If at any time it is discovered that this Lease Agreement encumbers more land that is described herein or needed to carry out the intent of this Lease Agreement, Tenant agrees to release such excess land within 30 days following a written request from Landlord, it being the intent of the Landlord to record a subdivision plat on property adjacent to the Property.
- 7.5 If at any time it is determined that the attached legal descriptions do not match the intent of the Parties as illustrated in the map of the Property (Exhibit "B"), the Parties agree to cooperate with each other and adjust the legal descriptions to match the map of the Property.

SECTION VIII – TRANSFER OF INTEREST

- 8.1 Tenant may assign this Agreement upon written notice to the Landlord.
- 8.2 This Agreement does not prevent sale or exchange of the Property by the Landlord. However, any transferee of Landlord's interest in the Property will take title subject to all terms in this Agreement.
- 8.3 So long as the Tenant is not in default in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on the Tenant's part to be performed, the Tenant's possession of the Leased premises and the Tenant's rights and privileges under the Lease, or any extensions or

renewals thereof, which may be effected in accordance with any option therefor in the Lease, shall not be diminished or interfered with by any subsequent mortgagee, lender or Acquiring party and the Tenant's occupancy of the Leased premises shall not be disturbed by any subsequent mortgagee, lender or Acquiring party for any reason whatsoever during the term of the Lease or any extensions or renewals thereof.

SECTION IX – TERMINATION

- 9.1 Upon termination of this Agreement, Tenant will remove its antenna structures, fixtures and all personal property and otherwise restore the property to its original condition, reasonable wear and tear excepted, within 60 days, weather permitting.
- 9.3 If the Property becomes unfit for use for Lessee's purposes due to geographic changes to the Property (such as an earthquake or the like), Lessee may terminate this Lease Agreement by mailing written notice to Lessor, which shall be effective ninety (90) days after the mailing date.
- 9.4 In the event that Tenant is not granted or cannot obtain the proper zoning or building permits; or that in the event any previously approved zoning or other permit of a Government entity affecting the use of the Site as a communications facility is withdrawn or terminated, this Agreement shall be deemed to have been terminated effective as of the date of the termination of the permit or approval or decline of permit application.

SECTION X – INDEMNIFICATION

- 10.1 Each party shall indemnify, defend, and hold the other party, its affiliates, subsidiaries, directors, officers, employees and contractors, harmless from and against any claim, action damages, liability, loss, cost of expense (including reasonable attorney's fees), resulting from or arising out of the indemnifying party's and/or any of its contractor's, subcontractor's, servants', agents' or invitees' negligent use or occupancy or actions on the Site.

SECTION XI – MISCELLANEOUS PROVISIONS

- 11.1 This Agreement and the performance thereof shall be governed, interpreted, and regulated by the laws of the state Property is located.
- 11.2 The Tenant may record this Agreement with the appropriate Recording Officer.
- 11.3 If a party files a lawsuit in a dispute arising out of this Agreement, the prevailing Party shall be entitled to recover all costs and expenses incurred in connection with any such action, including reasonable attorneys' fees and court costs.

- 11.4 In the event there is a default by the Tenant with respect to any of the provisions of the Agreement or its obligations under it, including payment of rent, Landlord shall give Tenant written notice of such default. After receipt of such written notice, Tenant shall have 30 days to cure any such default. In the event that the nature of the cure requires more than 30 days, the Landlord will not hold this Agreement in default as long as the work required is being done continuously and diligently. Tenant may not maintain any action or affect any remedies for default against Landlord unless and until Landlord has failed to cure the same with the time periods provided in this paragraph.
- 11.5 Landlord warrants that they are either the owner of the Property or trustee of the Property with due authority to enter into this Agreement ("Landlord of Property"). Anything less than this is a breach of contract and will be subject to the provisions and terms set forth below.
- 11.6 If neither party is in Default but either party acts in a way that is contrary to the Lease and the terms and provisions in this Agreement, this constitutes a breach of contract. Either party will then be able to seek appropriate breach of contract remedies, against the breaching party, that are available, according to the laws of the state the Property is located.
- 11.7 If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the Application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by Law.
- 11.8 This Agreement can be executed in whole or in parts and will be incorporated as the entire Agreement.
- 11.9 This Agreement constitutes the parties' sole Agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.
- 10.10 The Landlord and Tenant each represent that it has the legal right to execute and perform this its obligations under this Lease; has taken all necessary legal and appropriate action to authorize the execution and performance of this Lease; this Lease constitutes the legal, valid and bind obligations of such party in accordance with its term; and it shall act in good faith and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Lease.
- 10.11 Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail, postage prepaid and shall be addressed as follows:

Landlord: Valley Enterprise Investment Company, LLC
c/o Ray Bowden

5393 East 3850 North, Eden, UT 84310-9648

Tenant: DIGIS, LLC
782 South Auto Mall Drive, Suite C
American Fork, UT 84003

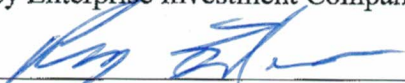
APPROVAL

All provisions and terms are subject to final approval of appropriate officers of Tenant. Once approved and signed, by both parties, the terms and provisions of this Agreement/Lease are to be held in full force and effect. Such terms and provisions not to be changed, altered, or renegotiated, in anyway, by either party, until after such time as the Lease is terminated, the term of the Lease expires or an Amendment to the Lease can be agreed to and signed by both parties.

IN WITNESS WHEREOF, the Parties hereto set their hands and affix their respective seals, the day and year first above written, that they have read, understand, and agree to uphold the terms and provisions above.

"Landlord"

Valley Enterprise Investment Company, LLC

By: 

Name: Ray Bowden

Title: Managing Member

Date: September 19, 2014

"Tenant" DIGIS, LLC:

By: _____

Name: Ryan Larsson

Title: Operations Manager

Date: _____

Exhibit "A"
(PROPERTY DESCRIPTION)

Parcel 1 – Legal Description of Digis Tower (Long Term)

A part of the Northwest Quarter of Section 24, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point which is 92.11 feet North 89°45'13" West along the quarter section line and 15.86 feet North 0°14'47" East from the center of said Section 24; and running thence North 89°45'13" West 10.00 feet; thence North 0°14'47" East 10.00 feet; thence South 89°45'13" East 10.00 feet; thence South 0°14'47" West 10.00 feet to the point of beginning.

Contains 100 sq. ft. or
0.002 acres.

Parcel 2 – Legal Description of Digis Tower (Short Term)

A part of the Northwest Quarter of Section 24, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

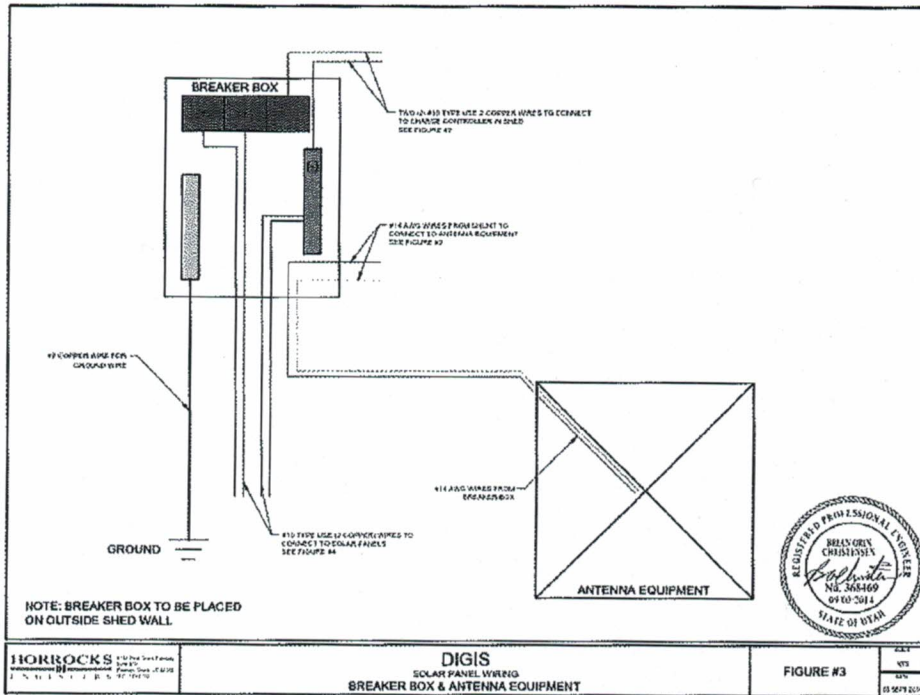
Beginning at a point which is 82.11 feet North 89°45'13" West along the quarter section line and 5.86 feet North 0°14'47" East from the center of said Section 24; and running thence North 89°45'13" West 30.00 feet; thence North 0°14'47" East 20.00 feet; thence South 89°45'13" East 30.00 feet; thence South 0°14'47" West 20.00 feet to the point of beginning.

Contains 600 sq. ft. or
0.014 acres.

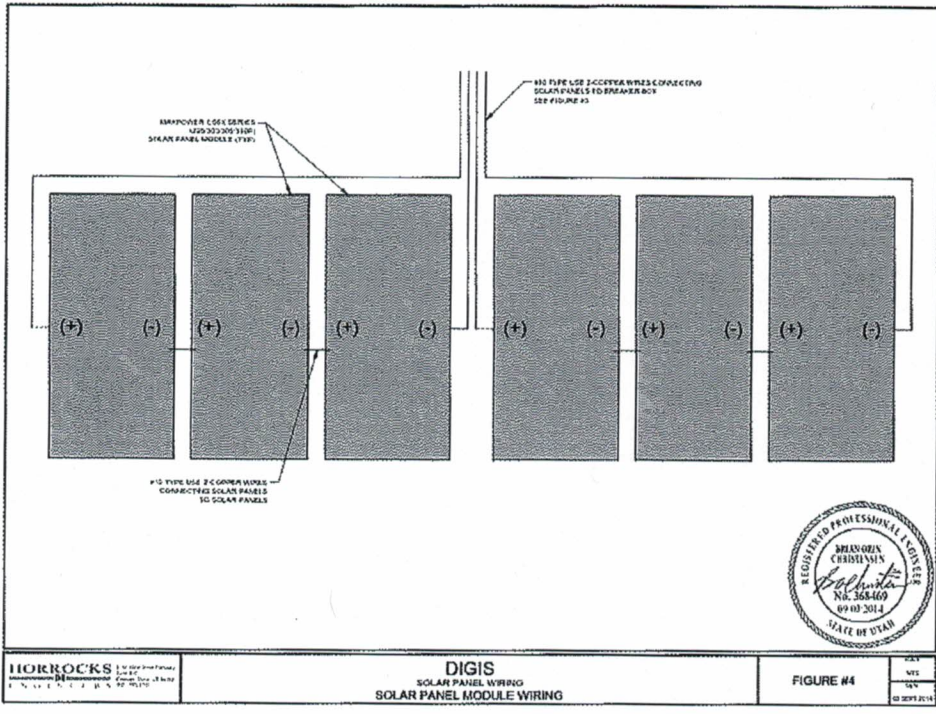
Exhibit "B"
To
Lease Agreement
(Map of Parcel 1 & Parcel 2)

Exhibit "C" Cont'd
 SOLAR MOUNT SYSTEM DESCRIPTION, Cont.

Breaker Box and Antenna Equipment



Solar Panel Module Wiring



HORROCKS
 1100 West 2000 South
 Salt Lake City, UT 84119
 (801) 466-1100

DIGIS
 SOLAR PANEL WIRING
 SOLAR PANEL MODULE WIRING

FIGURE #4

REV	1
DATE	09/29/14

Exhibit "D"
ACCESS EASEMENT DESCRIPTION

Four (4) Pages to follow

D1 - The Digis Tower (Permanent Right of Way Access Easement)

D2 - Digis Site – Permanent Access Easement Engineered Drawing

D3 - The Digis Tower (Temporary Right of Way Access Easement)

D4 - Digis Site – Temporary Access Easement Engineered Drawing

D1 - The Digis Tower (Permanent Right of Way Access Easement)

Sept 4, 2014

The Digis Tower (Permanent Right of Way Access Easement)

A part of the Northwest and Northeast Quarters of Section 24, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point which is 91.11 feet North 89°45'13" West along the quarter section line and 25.86 feet North 0°14'47" East from the center of said Section 24; and running thence North 89°45'13" West 12.00 feet; thence North 00°14'47" East 37.88 feet to a point of curvature; thence northwesterly along the arc of a 12.00 feet radius curve to the left a distance of 18.01 feet (Central Angle equals 85°58'26" and Long Chord bears North 42°44'26" West 16.36 feet); thence North 85°43'39" West 10.00 feet; thence North 04°16'21" East 12.00 feet; thence South 85°43'39" East 91.56 feet to a point of curvature; thence easterly along the arc of a 300.35 feet radius curve to the right a distance of 117.80 feet (Central Angle equals 22°28'18" and Long Chord bears South 74°29'30" East 117.05 feet); thence South 63°15'20" East 20.00 feet to a point of curvature; thence easterly along the arc of a 27.02 feet radius curve to the left a distance of 23.20 feet (Central Angle equals 49°11'53" and Long Chord bears South 87°51'16" East 22.49 feet) to the point of curve of a non tangent curve of which the radius point lies North 20°05'44" East; thence easterly along the arc of a 530.00 feet radius curve to the left a distance of 15.42 feet (Central Angle Equals 01°40'02", and Long Chord bears South 70°44'17" East 15.42 feet) to the point of curve of a non tangent curve of which the radius point lies North 39°36'56" West; thence westerly along the arc of a 39.02 feet radius curve to the right a distance of 45.19 feet (Central Angle Equals 66°21'36", and Long Chord bears South 83°33'52" West 42.71 feet); thence North 63°15'20" West 20.00 feet to a point of curvature; thence westerly along the arc of a 288.35 feet radius curve to the left a distance of 113.09 feet (Central Angle equals 22°28'18" and Long Chord bears North 74°29'29" West 112.37 feet); thence North 85°43'39" West 45.47 feet to a point of curvature; thence southwestwesterly along the arc of a 12.00 feet radius curve to the left a distance of 19.69 feet (Central Angle equals 94°01'34" and Long Chord bears South 47°15'34" West 17.56 feet); thence South 00°14'47" West 35.35 feet to the Point of Beginning.

Containing 3,782 square feet or 0.0868 acres.

D3 - The Digis Tower (Temporary Right of Way Access Easement)

Sept 4, 2014

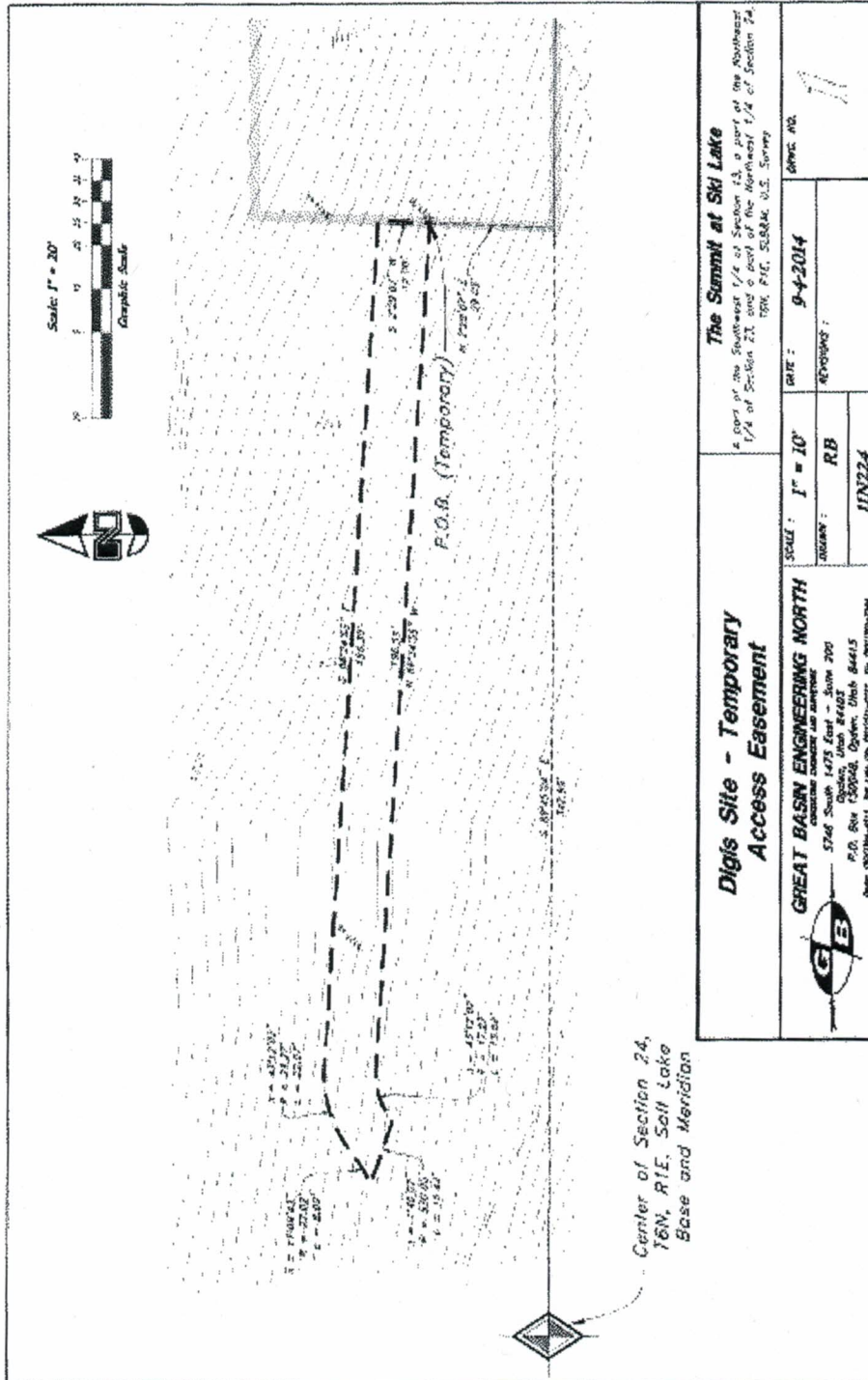
The Digis Tower (Temporary Right of Way Access Easement)

A part of the Northeast Quarter of Section 24, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point which is 342.95 feet South $89^{\circ}45'04''$ East (South $89^{\circ}45'09''$ East The Summit at Ski Lake Phase 12 Subdivision, Weber County, Utah) along the quarter section line to the Southwest corner of said Phase 12 Subdivision and 29.03 feet North $2^{\circ}29'07''$ East along the west boundary line of said Phase 12 Subdivision from the center of said Section 24; and running thence North $86^{\circ}24'55''$ West 196.53 feet to a point of curvature; thence westerly along the arc of a 17.27 feet radius curve to the left a distance of 13.02 feet (Central Angle equals $43^{\circ}12'02''$ and Long Chord bears South $71^{\circ}59'04''$ West 12.72 feet) to the point of curve of a non tangent curve of which the radius point lies North $18^{\circ}25'41''$ East; thence westerly along the arc of a 530.00 feet radius curve to the right a distance of 15.42 feet (Central Angle Equals $01^{\circ}40'02''$, and Long Chord bears North $70^{\circ}44'17''$ West 15.42 feet) to the point of curve of a non tangent curve of which the radius point lies North $22^{\circ}27'14''$ West; thence northeasterly along the arc of a 27.02 feet radius curve to the left a distance of 8.09 feet (Central Angle Equals $17^{\circ}09'43''$, and Long Chord bears North $58^{\circ}57'55''$ East 8.06 feet) to a point of reverse curvature; thence easterly along the arc of a 29.27 feet radius curve to the right a distance of 22.07 feet (Central Angle Equals $43^{\circ}12'02''$, and Long Chord bears North $71^{\circ}59'04''$ East 21.55 feet); thence South $86^{\circ}24'55''$ East 196.30 feet; thence South $02^{\circ}29'07''$ West 12.00 feet to the Point of Beginning.

Containing 2,614 square feet or 0.0600 acres.

D4 - Digis Site – Temporary Access Easement Engineered Drawing



Memorandum of Agreement

This Memorandum of Agreement is made on 9/19/14 by and between Valley Enterprise Investment Company, LLC, a Utah limited liability company, and DIGIS, LLC. The parties hereby bind themselves to undertake a Memorandum of Agreement ("Memo") under the following terms and conditions:

TERM. The term of this Memo shall follow the terms and provision of the Agreement unless terminated sooner in accordance with the terms of the Agreement.

GOALS AND OBJECTIVES. The Parties to this Memo shall abide by the terms of this Memo to achieve the following goals and objectives:

OBLIGATIONS OF THE PARTIES.

Valley Enterprise Investment Company, LLC shall perform the obligations provided in the Lease Agreement.

Digis, LLC, shall perform the obligations provided in the Lease Agreement.

CONFIDENTIALITY. Subject to sub-clause (2) below, each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Memorandum of Agreement.

Each party may disclose information which would otherwise be confidential if and to the extent:

- (i) Required by the law of any relevant jurisdiction;
- (ii) The information has come into the public domain through no fault of that party or
- (iii) The other party has given prior written approval to the disclosure, provided that any such information disclosed shall be disclosed only after consultation with and notice to the other party.
- (iv) To any appropriate third party that will purchase, assume, or control either party's property, business, etc., provided notice is given.

RELATION OF THE PARTIES. The nature of relationship between Valley Enterprise Investment Company, LLC and Digis, LLC is that of Landlord and Tenant.

CONSIDERATION. This Memo is being made in consideration of the provisions in the Lease Agreement.

REPRESENTATIONS AND WARRANTIES. Each party to this Memorandum of Agreement represents and warrants to the other party that he/she/it:-

- (a) Has full power, authority, and legal right to execute and perform this Memorandum of Agreement;
- (b) Has taken all necessary legal and appropriate action to authorize the execution and performance of this Memorandum of Agreement;

- (c) This Memorandum of Agreement constitutes the legal, valid and bind obligations of such party in accordance with its terms; and
- (d) Shall act in good faith to give effect of the intent of this Memo and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of the Memorandum of Agreement.

ACKNOWLEDGEMENT. The Parties understand that this Memo is or will be recorded with the appropriate recording office to give notification of the main Lease Agreement between the parties.

GOVERNING LAW. This Memorandum of Agreement shall be governed by and construed in accordance with the laws of Utah.

IN WITNESS WHEREOF, the parties have signed their names below on the above-mentioned date.

Signed:

Signature: 

Name: Ray Bonden

Title: Managing Member

Date: September 19 2014

Signature: _____

Name: Ryan Larsson

Title: Operations Manager

Date: _____

DIGIS, LLC