SITE LICENSE AGREEMENT

Site Name: Marina Village Resort - 5951 Silver King Blvd.- Cape Coral, Florida 33914

- Premises and Use. Owner leases to Media Solutions, Inc. ("MSI"), a Florida Corporation, the site described below:
 - -- Building exterior space consisting of approximately FOUR (4) square feed
 - -- Building exterior space for attachment of antennas on roof
 - Antenna space on the roof
 - Space required for cable runs to connect equipment and antennas

In the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of MSI, source of electric and telephone facilities. The Site will be used by MSI and its representatives, lessees, and subleases for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a telecommunications facility ("Facility"), including, without limitation, equipment building, antennas, antenna, equipment, cable wiring, and related fixtures. MSI will use the Site in a manner which will not unreasonably disturb the Owner's Premises. MSI will have access to the Site 24 hours per day, 7 days per week.

- 2. Term. The term of the Agreement (the "Initial Term") is 10 years, commencing on the date ("Commencement Date") both MSI and Owner have executed this Agreement. This Agreement will be automatically renewed for one additional term ("Renewal Term") of 10 years, unless MSI provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.
- 3. Rent. MSI agrees to provide a high-speed Internet connection and to maintain inter-building wireless connections as compensations for lease of the premises. MSI further agrees to provide Marina Village Resort at no charge one (1) connection at the condo office and website hosting for the Resort. Also, all residents who wish to subscribe to the service will be offered two (2) months free service with an eighteen (18) month contract; this offer will be in effect for one year from the Commencement Date of this agreement. After this introductory period, the lessee agrees to provide service to residents at 25% less than their customary rate. This service includes free email and personal website hosting. There will be no installation or setup fees.
- 4. Title and Quite Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that MSI is entitled access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as MSI is not in default beyond the expiration of any cure period.
- Assignment and Subletting. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including but not limited to, those set forth herein.
- 6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to MSI are to be sent to: Media Solutions, Inc., 1617 Hendry St., Suite 414, Fort Myers, FL 33901. Notices to Owner must be sent to the address shown underneath Owner's signature.
- 7. Improvements. MSI may, at its expense, make such improvements on the Site as it deems necessary from the time for the operation of its telecommunications facility. Owner agrees to cooperate with MSI with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of the Agreement, MSI shall remove its facility and improvements and will restore the Site to

substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.

- Compliance with Laws. MSI will substantially comply with all applicable laws relating to its possession and use of the Site, including without limitation posting requirements of the Federal Communications Commission.
- Interference. Owner will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with MSI's then existing equipment or (b) encroaches onto the Site.
- 10. Utilities. Power requirements will be 120VAC Service on a 15 Amp circuit breaker. MSI will arrange and pay for the installation of this circuit. Owner will cooperate with MSI in MSI's efforts to obtain utilities from any location provided by Owner or the servicing facility, including signing any easement or other instrument reasonably required by the utility company.
- 11. Termination. This agreement may be terminated without further liability on 30 days prior written notice by either party upon default of any covenant or term hereof by the other party, which is not cured within 60 days of receipt of written notice of default. In the event that Sunstream Hotels and Resorts no longer holds a contract to manage this property, Sunstream Hotels and Resorts is released from this contract.
- 12. Default. If either party is in default under this Agreement for a period of (a) 10 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.
- 13. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance"0 on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. MSI will not introduce or use any such substance on the Site in violation of any applicable law.
- 14. Taxes. MSI will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. MSI will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by MSI within 60 days after receipt of satisfactory documentation indicating calculation of MSI's share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.
- 15. Insurance. MSI will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.
- 16. Maintenance. MSI will be responsible for repairing and maintaining the telecommunications facility and any other improvements installed by MSI at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse MSI for the reasonable costs incurred by MSI to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

- 17. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the sate in which the Site is located; (c) Owner agrees promptly to execute and deliver to MSI a recordable Memorandum of this Agreement in the form of Exhibit B to be recorded in the Public Records; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in a court of competent jurisdiction to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.
- 18. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.
- 19. Exclusivity. This Agreement provides for exclusivity in the 2.4 GHz and 5.8 GHz bands within one mile of the site location.
- 20. Repairs. Lessee shall be required to make any and all repairs to the building which repairs are necessitated as a result of lessee's construction or installation of the lessee facility and/or equipment on the building. Lessee shall not otherwise be required to make any repairs to the premises or property unless such repairs shall be necessitated by reason of default of neglect of lessee. Upon expiration or termination hereof, lessee shall restore the premises to the condition which existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond leasor's control excepted.
- 21. Florida Mechanic's Lien Law. In accordance with the applicable provisions of the Florida Mechanic's Lien Law, Chapter 713, Florida Statutes, and notwithstanding to the contrary contained in this Agreement, the interest of the Lessor, in and to the Premises, the Property or any part thereof shall not be subject to or chargeable with any liens for labor performed or material supplied on connection with any work or improvements performed or caused to be performed by Lessee, and Lessee shall have no right, approved or consented to such work or improvements. All persons and entities contracting or otherwise dealing with Lessee relative to the Premises and the Property are hereby placed on notice of the provisions of this paragraph.

ENTERED INTO BY:

Sunstream	Hotels	and	Resorts	
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Its:

S.S./Tax No.:

Address:

Its: Treasurer

Lesley L. Peterson

Address: 1617 Hendry St., Suite 414

Fort Myers, FL 3390133901

Media Solutions, Inc., a Florida Corporation