

Omnicity - phone tower

Lease Agreement

This lease agreement, (Lease), is made this 6th day of January, 2006, by and between Shideler Grain Co., Inc., having an address at 2330 East Ashcraft Street, Eaton, IN 47338 (Lessor) and Omnicity, Inc., having an address at 201 West 103rd Street, Suite 200, Indianapolis, IN 46290 (Lessee).

1. TERM: The term of this Lease shall commence on January 15, 2006, and shall continue for a period of five (5) years and shall end on December 15, 2011. After the initial five (5) year term, the term shall automatically extend for three (3) years after each current term unless either Party provides a ninety (90) days notice to the other Party prior to the end of the current term in effect. Unless such notification is given, the lease shall automatically renew and no instrument of renewal need be executed. Lessee shall have access to the demised Premises from and as of the date hereof in order that Lessee may have the opportunity to construct Lessee's facilities prior to the Commencement Date.

2. RENTAL: Lessee shall provide to Lessor as rent for the Premises:

- Internet access to any one location within the Delaware County coverage area
- 200.00 per month

3. ASSIGNMENT: Lessee and/or Lessor may assign this lease without consent to any of the following: (i) any corporation, partnership or other entity which controls, is controlled by or under common control with Lessee; (ii) any corporation or other entity resulting from the merger or consolidation of Lessee; (iii) any corporation, partnership, or other entity, or person which acquires all of substantially of the assets, provided that such assignee assumes in full the obligations of Lessee under the Agreement. Mutually, each party is required to provide notification upon the assignment of this lease.

4. INTERFERENCE: Lessor shall not permit any party to install equipment using 5.8 GHz or 900 MHz on the identified elevator locations during the term of this lease without written permission from Lessee.

5. LIABILITY: Lessee releases Lessor of any and all liability without limitations.

6. COSTS TO LESSOR: Lessor will not incur any costs associated with the deployment on the elevator accept for electrical costs which are not to exceed 16.00 per month. If the electrical costs exceed this amount, Lessor may bill Lessee the additional costs in excess of 16.00 per month.

<p>Lessor: Shideler Grain Co., Inc. 2330 E Ashcraft St Eaton, IN 47338</p> <p>By: <u><i>David Schnepf</i> 1-16-06</u> David Schnepf, President, Shideler Grain Co., Inc.</p>	<p>Lessee: Omnicity, Inc. 201 West 103rd Street Suite 200 Indianapolis, IN 46290</p> <p>By: _____ Gregory A. Jarman, CTO, Omnicity, Inc.</p>
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cell 317-903-8178 Greg



6-25-14

June 20, 2014

Shideler Grain Co., Inc.
2330 E Ashcraft Street
Eaton, IN 47338

In December of 2012 Omnicity, Inc. came out of bankruptcy through a re-organization plan. The operations were re-named Broadband Networks Wireless Internet. Our relationship continued through an agreement to place equipment on your tower / grain leg that benefits the heirs, successors and assigns, or a unit that gains control through a merger or acquisition of assets.

Broadband Network Wireless Internet is now owned by:

W.A.T.C.H. TV Company dba Watch Communications
1805 N. Dixie Hwy
Lima, OH 45801
1-800-589-3837

With offices continuing to be located at:

Broadband Networks Wireless Internet
807 South State Rd 3
Rushville, IN 46173
1-866-586-1518

Under the Agreement WATCH TV has agreed to assume all obligations required in such agreement, and will have the benefit of our rights as assigned under the Agreement.

YOU DO NOT NEED TO DO ANYTHING – this is a notification for you and information on how to contact Broadband Networks Wireless Internet. Future contact should be with jennyp@watchtv.net or at the Rushville address / phone number above.

Should you have any questions on this assignment, we would request you contact Omnicity, Inc at jeff@broadbandnetworks.com, or fax to 317-853-6258.

Sincerely,
Omnicity, Inc.
Jeffrey M King, CEO