

COMMUNICATIONS TOWER LAND USE AGREEMENT

THIS AGREEMENT (“the Agreement”), made as of this 25th day of May, 2017, by and between Belize Mountain Resort, Limited (the “Owner”), whose business address is 30 Burns Ave, San Ignacio, Cayo, Belize and Better In Belize Property Owners Association (BIB POA) of Benque Viejo, Cayo, Belize (the “Renter”) collectively, the “Parties”.

The parties agree as follows:

Space Rental

Owner hereby grants a limited and revocable license (the “License”) to the Renter to use the following space:

Land underneath communications tower and adjacent enclosure housing equipment for the tower (the “Space”) for five years as specified under this agreement.

Rental Period

The rental period shall commence on the 1st day of June, 2017 and conclude on the 31st day of May, 2022. This agreement may be extended by mutual agreement of both parties at the end of the rental period.

Fees

Renter shall pay to Owner a total fee of \$0 (the “Fee”), for the first year, and \$1200.00 each year, for the remaining four years, for use of the Space. Fees shall be paid annually on or before June 1.

Space Specifications

Owner grants to Renter continued and unencumbered access to the space for routine maintenance and repairs.

Disclaimers

The Space shall be provided by the Owner as-is and Owner make no warranty regarding the suitability of the Space for Renter’s intended use.

Improvements

Renter may, at its expense, make such improvements on the Site, as it deems necessary from time to time, for the operation of the facility. Upon termination or expiration of this Agreement, Renter shall remove its equipment 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.

Condition

After the completion of the lease, the Renter shall leave the Space in the same or similar condition as received from the Owner.

Damages

Beyond ordinary wear and tear, Renter shall be responsible for any damage caused by Renter’s use of the Space. Renter shall arrange for the repair of any such damage. In the event if Renter does not make any necessary repairs, Owner shall arrange for the same at Renter’s expense.

Right of Entry

Owner shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to Owner’ property, or injury to any person in or near the Space.

Maintenance

Renter will be responsible for repairing and maintaining the tower site and facility and any other improvements installed by Renter 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 Renter for the reasonable costs incurred by Renter 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.

Indemnification

Renter hereby indemnifies and holds harmless Owner from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Space, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Owner of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury. The indemnity obligations under this Paragraph will survive termination of this Agreement.

Revocation

Owner shall have the right to revoke the License at any time during the duration of this lease, provided it gives Renter prior written notice of revocation. In the event that Owner revokes the License prior to the final date of the lease for reasons other than nonpayment of fees or breach of this Agreement by Renter, Owner shall refund to Renter the full amount paid by Renter in connection with this Agreement.

Cancellation

Renter may cancel the lease by notifying Owner by providing notice thirty (30) days or more before the date of cancellation. In such an event, Owner shall refund to Renter the full amount of the Rental Fee.

Assignment

Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

Governing Law

This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the Country of Belize, without regard to conflicts of law principles.

Entire Agreement

This Agreement constitutes the entire agreement between Renter and Owner, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

RENTER: BIB Property Owners Association, Inc.

OWNER: Belize Mountain Resort, Ltd.

X Ann McGregor

X _____

Name: M. Ann McGregor
Title: President-Treasurer

Name: Looey Tremblay
Title: Authorized Signing Officer