



3400 Tupper Drive
Greenville, North Carolina 27834
Phone:252-757-0279 / Fax:252-752-9155

LBA Companies Standard Terms of Sale

SHIPPING: Per quote/order

PAYMENT: 50% on order 100% balance prior to shipping unless otherwise arranged.

Prices are NET, EX-WORKS:FACTORY

We accept checks and major credit cards. There is a 4% fee for credit card purchases.

We also accept wire transfers. Please request wire transfer instructions from Ashley Johnston: ashley.johnston@lbagroup.com.

Payment to be in US Dollars at sight of shipping documents. L/C terms are to provide for EXW [any USA City], partial shipments allowed and be valid for 60 days after date of last shipment. All cost associated with L/C are for buyers account. Please remember to include your name and invoice number in the note or reference field for proper crediting to your account or send a check payable to:

LBA Group, Inc. (or specified LBA company)
PO Box 8026
Greenville, NC 27835

Payment of any and all taxes associated with this proposal is the specific responsibility of the Purchaser. Quotation subject to availability of components at time of fabrication. This quotation is valid until close of business on date noted on proposal .

COPPER PRICING DISCLAIMER

ANY COPPER PRICING IN THIS QUOTE IS BASED ON MARKET PRICE AS OF TODAY, PLUS 15%. AT THE TIME OF ACCEPTANCE OF ORDER AND RECEIPT OF DOWN PAYMENT, THE ACTUAL PRICE WILL BE ADJUSTED TO REFLECT CURRENT MARKET PRICES. THIS MAY RESULT IN A DECREASE IN THE ACTUAL COST, HOWEVER, WE FEEL IT PRUDENT TO ADVISE YOU IT MORE THAN LIKELY WILL RESULT IN AN INCREASE, BASED ON CURRENT AND PROJECT TRENDS IN THE WORLD'S INDUSTRIAL-PRECIOUS METALS MARKET.

INTENDED USE DISCLAIMER

In accordance with United States Department of Commerce Rules and Regulations, any use of the systems, system parts or components referenced in this proposal, other than the intended use is strictly prohibited and subject to the governing laws of the United States and other international bodies.

WARRANTY

See standard terms and conditions in Attachment A that apply except as modified herein. Note that all non-LBA Technology manufactured components carry solely the component manufacturer's warranty.

RETURNS

A 25% RESTOCKING FEE will be charged ON ALL RETURNS OTHER THAN WARRANTY items. ALL RETURNED ITEMS MUST HAVE AN LBA RA# TO BE ACCEPTED. The condition of the unit returned will determine amount of credit to be issued.

ACCEPTANCE OF PROPOSAL

Please enter our order for the above items in accordance with the terms and conditions of LB Quote .

Accepted by _____*Title _____

Company _____ Date _____

*By your signature you have read and accept the Terms and Conditions of the Sale as contained in "Attachment A" of this sales contract.

POINT OF CONTACT

Further discussion regarding this proposal should be referred to:



LBA Companies Standard Terms of Sale

Attachment A

Terms and Conditions of Sale for Broadcast, Communications, Tower, and Radio Frequency Products, Accessories, and Services for LBA Group Companies

I — General Terms and Conditions

1. PROPOSAL, ACCEPTANCE AND GOVERNING PROVISIONS. The Proposal will automatically expire if not agreed to by You within sixty (60) days from its date or any extension of such date approved in writing by LBA, and Your agreement with the Proposal, as indicated by purchase order or signature, shall constitute Your offer and will evidence Your intent that the sale of the Products and the furnishing of any Services shall be governed by the Proposal and the Terms. LBA'S ACCEPTANCE OF YOUR OFFER IS CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS SET FORTH HEREIN AND YOUR AGREEMENT TO BE BOUND BY AND COMPLY WITH THE TERMS. THE TERMS, THE PROPOSAL, AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND LBA ("Agreement"), AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON LBA UNLESS IN WRITING AND SIGNED BY AN OFFICER OF LBA. THE FAILURE OF LBA TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF YOURS SHALL NOT BE CONSTRUED AS A WAIVER BY LBA OF THE TERMS OR AN ACCEPTANCE OF ANY SUCH PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY YOU IN A PURCHASE ORDER OR OTHER DOCUMENT ARE NOT BINDING UPON LBA, AND LBA HEREBY EXPRESSLY OBJECTS THERETO. No purchase order shall be binding upon LBA until accepted by a written acknowledgment by an authorized representative of LBA at its main office or the main office of one of its operating units.

2. DEFINITIONS. (a) "Terms" means these Terms and Conditions of Sale for Broadcast, Communications, Tower, and Radio Frequency Products, Accessories, and Services; (b) "Proposal" means the proposal or quotation document provided to You by LBA into which these Terms are incorporated by reference; (c) "You", and variations thereof, means the purchaser to whom the Proposal is addressed and to whom these Terms apply, including, where applicable, all individual and/or corporate guarantors; (d) "LBA" means LBA Group, Inc., Lawrence Behr Associates, Inc., LBA Technology, Inc. (units of LBA Group, Inc.) or any operating unit of LBA Group, Inc. or its subsidiary entities which is a party to and named in the Proposal; (e) "Custom-built" means equipment set forth in the Proposal which is custom built by LBA for You; (f) "Price" means the price to be paid by You for the Products and/or Services listed in the Proposal, including any changes agreed to in writing by the parties; (g) "Products" means the applicable Broadcast, Communications, Tower, Radio Frequency Products and Accessories to be sold by LBA to You as set forth in the Proposal; (h) "Services" means and is limited to construction, engineering and/or installation services to be furnished by LBA to You as set forth in the Proposal; (i) "Rigging" means the labor, materials and machinery required to remove or re-install any Products located on a tower, structure, or location; (j) "System" means electromagnetic shielding, antennas, RF components or other equipment purchased by You simultaneously, including, but not limited to all equipment from the output terminals of the associated transmitter through the transmitting antenna system including, without limitation, the switching systems, ground systems, filters, coupling and phasing units, station test loads, reject loads, transmission line, transmission line hangers, waveguide, waveguide hangers, and dehydrators.

3. PRICES. LBA's prices for Products and/or Services (the "Prices") are listed in the Proposal. All Prices are subject to adjustment by LBA unless: (a) the required down payment has been made with Your acceptance of the Proposal, and (b) shipment is not delayed by You beyond the estimated delivery date(s). Prices for Products do not include any transportation, delivery or shipping costs, installation expenses, special packing or crating materials, which may be required for Custom-built equipment or for international shipment. All costs of special packing shall be paid by You and shall be provided prior to shipment or as soon as all packing costs are determined.

4. TAXES AND GOVERNMENTAL CHARGES. The Prices do not include any applicable foreign, federal, state or local taxes, fees or charges of any agency, department, corporation or division of any foreign, federal, state or local governmental entity (collectively referred to as "Taxes"). The amount of such Taxes payable or paid by or assessed against LBA will be billed to, and shall be paid by you, including any interest or penalties assessed against LBA. It is your responsibility to advise LBA of any Taxes for which it may be liable, and/or provide valid tax exemption certificates for the same.

5. PAYMENT TERMS. (a) The Price for all Products shall be paid to LBA in accordance with the payment schedule shown in the Proposal in U.S. dollars received and collected by LBA. All other sums owed LBA, including but not limited to the Price for Services hereunder, shall be paid upon your receipt of LBA's invoice, but not later than 10 days following shipment. (b) Overdue payments shall accrue interest at the rate of 18% per annum (or the maximum percentage allowed by applicable law, if lower) from the due date. You shall also be required to pay LBA any and all collection costs and expenses LBA incurs (including without limitation reasonable attorneys' fees and expenses) to collect overdue payments. (c) LBA may make partial shipments of Products, and pro-rata payments shall be due for such partial shipments of Products. (d) All down payments shall be made at the main offices of LBA, 3400 Tupper Dr., Greenville, NC, USA 27834, unless otherwise directed in writing by LBA. (e) Upon LBA's request, you agree to provide your latest audited financial statements, including but not limited to the balance sheet, profit and loss statement and statement of retained earnings. LBA may, at its option, decline to deliver Products or provide Services, except for cash, or stop products in transit, whenever, for any reason, LBA has concerns about your financial responsibility. In such event, LBA may require payment in full prior to shipping a Product or providing any Services.

6. DELIVERY.

- a) LBA will deliver Products FOB point of shipment, unless otherwise noted, with delivery to the initial carrier constituting delivery to you. All delivery, shipping and transportation charges will be your responsibility; however, upon your request, LBA will prepay transportation charges for which you shall reimburse LBA (together with an administrative fee payable to LBA). You shall have sole responsibility for filing any claims with any carrier for delay, loss or damage.



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- b) Any estimated or "firm" delivery dates or periods are predictions made by LBA of the times within which it is likely the Products will be shipped; however, due to the difficulties inherent in predicting future delivery dates or periods, LBA does not promise, guarantee or otherwise obligate itself to have the Products shipped on or before that time. LBA WILL ENDEAVOR TO MEET THE ESTIMATED OR "FIRM" DELIVERY DATES OR PERIODS, BUT SHALL NOT BE LIABLE IN DAMAGES OR OTHERWISE, NOR SHALL YOU BE RELIEVED OF PERFORMANCE, BECAUSE OF FAILURE TO MEET THEM. However, as to Products which, without Your fault, have not been shipped to You within three (3) months after the estimated or "firm" delivery dates or periods applicable to such Products, You may, by providing written notice to LBA, delete from this Agreement any such Products that have not been shipped to You before LBA receives Your written notice of deletion, and the Price shall be proportionately reduced. THE FOREGOING RIGHT IS YOUR EXCLUSIVE REMEDY FOR ANY DELAYS IN SHIPMENT, and all other remedies are hereby waived by you.

7. DELIVERY TO STORAGE. You agree to authorize and accept shipment of Products on the dates or periods specified by LBA from time to time. To the extent you are unable to accept shipment of Products on a specified date, you agree that LBA is authorized to deliver the Products into storage and bill You as though shipment still had been made to You, subject to LBA's security interest. Title to such Product(s) and the risk or loss thereof or damage thereto shall pass to You when placed in storage. You shall be responsible for all storage charges and expenses and, to the extent any storage charges and expenses are incurred by LBA, You shall reimburse LBA for such storage charges and expenses (together with an administrative fee payable to LBA).

All Products described in this Section 7 which are held in storage shall be deemed to be in the possession of LBA, and a security interest is hereby created in such Products. This Agreement constitutes a security agreement from You to LBA under the Uniform Commercial Code. In addition to any other rights which LBA may have, LBA has all of the rights of a secured party under the Uniform Commercial Code, as in effect from time to time. Financing statements may be filed by LBA with respect to the security interest described herein in any appropriate filing or recording office. The respective mailing addresses for You and LBA are as stated in the Proposal to which these general terms and conditions are attached. You hereby irrevocably authorize LBA at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements as authorized by applicable law or reasonably required by LBA to establish or maintain the validity, perfection and priority of the security interest granted herein. You agree to execute such documents and to take such other actions as are reasonably requested by LBA to perfect its security interest in the Products.

8. TITLE, INSURANCE AND RISK OF LOSS. Subject to LBA's security interest, and except as provided in Section 6(a), title to the Products passes to You upon delivery to the initial carrier. Risk of loss or damage passes to You upon delivery to the initial carrier or to storage.

9. PATENT LIABILITY. You agree that LBA has the right to defend, or at its option to settle, and LBA agrees, at its own expense to defend or at its option to settle, any claim, suit or proceeding brought against You on the issue of infringement of any United States patent by any Product, or any part thereof, supplied by LBA to You under this Agreement. LBA agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against You on such issue in any such suit or proceeding defended by LBA. You agree that LBA at its sole option shall be relieved of the foregoing obligations unless You notify LBA promptly in writing of any such claim, suit or proceeding, and at LBA's expense give LBA proper and full information and assistance to settle and/or defend any such claim, suit or proceeding. If the Product, or any part thereof furnished by LBA to You hereunder, becomes, or in the opinion of LBA may become, the subject of any claim, suit or proceeding for the infringement of any United States patent, or in the event of any adjudication that such Product or part infringes any United States patent, or if the use, lease or sale of such Product or part is enjoined, LBA may at its option and its expense: (a) procure for You the right under such patent to use, lease or sell, as appropriate, such Product or part, or (b) replace such Product or part, or (c) modify

such Product or part, or (d) remove such Product or part and refund the aggregate payments and transportation costs paid therefore by You, less a reasonable sum for use, damage and obsolescence. LBA shall not be liable for any costs or expenses incurred without LBA's written authorization. THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF LBA AND YOUR SOLE AND EXCLUSIVE REMEDY FOR INTELLECTUAL PROPERTY INFRINGEMENT RELATED TO THE PRODUCTS, AND ALL OTHER REMEDIES ARE HEREBY WAIVED BY YOU. NOTWITHSTANDING THE FOREGOING, THE REMEDY DESCRIBED IN THIS PARAGRAPH SHALL NOT APPLY TO ANY SUIT OR PROCEEDING ALLEGING INFRINGEMENT RESULTING FROM OR RELATED TO LBA'S COMPLIANCE WITH YOUR SPECIFICATIONS OR DESIGN OR THE USE OF PRODUCTS IN COMBINATION WITH OTHER GOODS OR MATERIALS. IN NO EVENT SHALL LBA'S TOTAL LIABILITY TO YOU UNDER, OR AS A RESULT OF COMPLIANCE WITH, THE PROVISIONS OF THIS SECTION EXCEED THE AGGREGATE SUM PAID TO LBA BY YOU FOR THE ALLEGEDLY INFRINGING PRODUCT OR PART.

10. WARRANTY. LBA warrants new Products manufactured by LBA and purchased by You hereunder to be free from defects in material and workmanship, as follows: **Products:** The warranty period for a Product is one (1) year from the date of shipment. LBA shall, during the applicable warranty period and subject to the right to inspect such Product, repair or replace, at LBA's sole discretion, such warranted Product that is defective, subject to the conditions and restrictions of these Terms. The foregoing warranty shall apply only if LBA receives prompt written notice of any alleged defect within the applicable Products warranty period defined above, the Product has been operated in accordance with LBA's instruction manual, and LBA's examination discloses that such Product has not been damaged through accident or negligence, misuse, alteration, or improper maintenance, repair, or installation. For returns, the warranted Product must be properly authorized for return (with a Return Materials Authorization ("RMA") number), packed and returned to LBA, transportation prepaid. For Products that cannot reasonably be returned, LBA may agree to send a representative to Your site to inspect the warranted Product if You have demonstrated a sufficient basis for concluding that there is, in fact, a Product defect. In the event that LBA sends such a representative, and in the event that the inspection determines that the Product is not, in fact, defective or that any defect is not covered by this warranty, then You shall compensate LBA at its standard rates for all of its direct and indirect costs for the inspection. IF LBA FAILS TO REPAIR OR REPLACE ANY DEFECTIVE PRODUCT, YOU AGREE THAT THE EXCLUSIVE MEASURE OF DAMAGES SHALL BE THE REASONABLE COST OF THE AFORESAID REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT AT THE TIME. Equipment furnished by LBA but not bearing its trademark, or trade name, shall carry no warranties, except those, if any, extended by and enforceable against the manufacturer at the time of delivery to You.



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Repair or replacement of defective Products does not re-start the warranty periods defined above; the warranty period commences upon initial delivery of the original Product, as described above.

No warranty shall apply (a) to any Products which have been repaired, worked upon, disassembled or altered by persons not authorized by LBA, or (b) to any Products which have been subject to misuse, negligence or accident other than by LBA, or (c) to any Products which have not been connected, installed, used or adjusted in accordance with the instructions furnished by LBA, or (d) with respect to any Product which has had its serial number altered, effaced or removed, (e) to damage resulting from: Force Majeure; intentional acts, such as sabotage, terrorism, or vandalism; accidents; and/or flying objects, or (f) to ordinary wear and tear resulting from use and exposure.

THE FOREGOING WARRANTIES ARE IN LIEU OF, AND LBA EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AND THE FOREGOING WARRANTIES STATE LBA'S ENTIRE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY, IN CONNECTION WITH THE SALE OR FURNISHING OF SERVICE, PRODUCTS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATION. WITHOUT LIMITING THE FOREGOING, LBA SHALL IN NO EVENT BE LIABLE FOR RIGGING OR INSTALLATION CHARGES OF ANY TYPE CONNECTED WITH REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS OR SERVICES, OR FOR ANY THIRD PARTY ENGINEERING OR CONSULTING FEES.

Except for Services to be performed by LBA under the terms of the Proposal, You assume complete responsibility for the installation and operation of the Products and any other services to be performed, and for obtaining all permits, licenses or certificates required by any regulatory body for the installation or use of the Products. LBA does not provide any warranty with respect to such installation or services, and LBA's Product warranty and the warranty of LBA for Services pursuant to this Agreement shall not be enlarged or affected by, and no obligation or liability on the part of LBA shall arise out of, LBA's providing technical or other advice or Services in connection with this Agreement or the Products furnished hereunder. Notwithstanding the foregoing, LBA will pass on to You, to the extent transferable, any installation warranty provided by any contractor or sub-contractor that installs Products for You.

11. LIMITATION OF LIABILITY. LBA SHALL NOT BE LIABLE UNDER ANY THEORY OF RELIEF, INCLUDING WITHOUT LIMITATION BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATED TO THESE TERMS OR PRODUCTS OR SERVICES PROVIDED HEREUNDER OR LBA'S ACTS OR OMISSIONS FOR: (i) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, HATSOEVER (INCLUDING WITHOUT LIMITATION, LOSS OF ANTICIPATED VALUE OF A BUSINESS OR ITS REPUTATION) OR (ii) ANY DAMAGE OR LOSS IN EXCESS OF THE PRICE ACTUALLY PAID BY YOU. ANY ACTION BY YOU MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

12. FORCE MAJEURE. (a) LBA SHALL NOT BE LIABLE FOR DELAY IN PERFORMANCE OR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS, IF THE DELAY OR FAILURE RESULTS DIRECTLY OR INDIRECTLY FROM FORCE MAJEURE. (b) "Force Majeure" means any law, order, regulation, direction, request, action or failure to act of You or of any government having jurisdiction over LBA, its subcontractors and/or its suppliers, or of any department, agency or corporation of one or more of such governments; failure or delay of transportation; suspension or cancellation of any required license; insurrection; riots, national emergencies; war; acts of public enemies, strikes or other labor difficulties; inability to obtain necessary services, labor, manufacturing facilities, materials or components from LBA's usual sources; fires, floods, earthquakes, lightning or other catastrophes; acts of God; extreme weather conditions; or any cause of like or different kind beyond the control of LBA. (c) LBA shall notify You in writing if performance of any of its obligations under this Agreement is delayed by reasons of Force Majeure. In such event, LBA may, at its option (i) suspend performance of the undelivered or unperformed portions of this Agreement, pending the removal of the cause of delay, or (ii) cancel the portion of this Agreement which remains undelivered or unperformed, at any time as long as the cause of delay continues. Alternatively, You may, within thirty (30) days after receipt of LBA's notice of Force Majeure, cancel the undelivered or unperformed portion of this Agreement upon written notice to LBA, provided that You shall reimburse LBA for any costs and expenses incurred by LBA, plus reasonable profit. In the event of such cancellation, You shall remain liable to LBA for all obligations arising before LBA's receipt of Your notice of cancellation. If performance is suspended in accordance with clause (i), LBA and You shall, before resuming performance, agree in writing with respect to any revisions applicable to the suspended portion of the Agreement. In the event of failure to agree upon the revision, either You or LBA may, upon written notice to the other, terminate this Agreement without liability except that You shall reimburse LBA for its costs and expenses attributable to Custom-built equipment, and a reasonable profit thereon, and any administrative charges, cancellation fees, return charges, and handling relative to non-custom equipment and services AND YOU SHALL REMAIN LIABLE TO LBA FOR ALL OBLIGATIONS ARISING BEFORE SUCH TERMINATION. LBA SHALL NOT BE LIABLE FOR DAMAGES IN ANY FORM RESULTING FROM CANCELLATION OR SUSPENSION OF PERFORMANCE IN ACCORDANCE WITH THIS SECTION.

13. PROPRIETARY INFORMATION. LBA retains title to and ownership of all engineering and production prints, drawings, technical data, and other information and documents that relate to the Products and Services sold to You and any intellectual property rights embodied therein. Unless advised by LBA in writing to the contrary, all such information and documents disclosed or delivered by LBA to You are to be deemed proprietary to LBA and shall be used by You solely for the purpose of inspection, installation, and maintenance of Products purchased hereunder and not used by You for any other purpose.

14. TERMINATION/SUSPENSION. Without prejudice to its other rights, LBA may immediately terminate this Agreement by giving notice to You or suspend the performance of LBA's obligations if You:

- a) breach this Agreement and fail to remedy Your breach within 14 days of a request by LBA; or



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- b) cease business operations, are unable to pay your debts as they fall due, make an assignment for the benefit of creditors, commence winding up, have a receiver, administrative receiver or liquidator appointed over all or any of Your assets, or become subject to a bankruptcy or insolvency proceeding, voluntary or involuntary.

15. OTHER TERMS AND CONDITIONS.

- a) Modifications of Products may be made by LBA or its suppliers prior to delivery for reasons such as improvement in performance, simplifications in design, availability of materials, etc., but not to such an extent that the performance will be materially affected.
- b) You shall not assign this Agreement, or any rights there under, without the prior written consent of LBA.
- c) LBA shall not be deemed to have waived any term or condition of this Agreement or to have assented to any exception to or modification of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer of LBA. LBA's failure at any time to require strict performance by You of any provision in this Agreement shall not waive or diminish LBA's right thereafter to demand strict performance therewith or with any other provision. Waiver of any default shall not waive any other default.
- d) Any costs incurred by LBA in paying any local service charges, or in complying with safety regulations above LBA's standard costs of performance hereunder shall be reimbursed by You to LBA.
- e) (e) In the event that any provision or part of this Agreement is or becomes invalid or illegal in whole or in part, such provision shall be deemed amended so as to, as nearly as possible, be consistent with the intent expressed in the Agreement. If this is impossible, such provision or part thereof shall be deemed to be deleted, but shall not in any way invalidate any of the remaining provisions or parts of this Agreement.
- f) Notices shall be mailed, certified or registered mail, or sent by telegram, or facsimile to You at the address given on the cover sheet of the Proposal and to LBA Group, Inc., Attn: Chief Financial Officer, 3400 Tupper Drive, Greenville, NC 2784, facsimile: 252-752-9155. Notice shall be effective from date of receipt by addressee or attempted delivery to addressee at such address.
- g) This Agreement, including without limitation the Proposal and all schedules attached hereto and/or incorporated herein by reference, conclusively supersedes all prior agreements, writings and negotiations with respect to the subject matter hereof, and any such previous agreement is modified by the deletion of the items listed herein, THIS AGREEMENT EXPRESSES THE ENTIRE INTENT AND UNDERSTANDING OF THE PARTIES AND THERE IS NO OTHER UNDERSTANDING, AGREEMENT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE AND ALL OTHER SUCH WARRANTIES OR REPRESENTATIONS ARE HEREBY DISCLAIMED.
- h) The rights and duties of the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
- i) All disputes, differences, or questions arising out of or relating to this Agreement, or the validity, interpretation, breach, violation, or termination of this Agreement shall be resolved solely by arbitration through the CPR Institute for Dispute Resolution ("CPR") or as the parties may otherwise mutually agree. The arbitration proceedings shall be governed by and decided in accordance with the CPR Rules for Non-Administered Arbitration then in effect, unless the parties shall mutually agree otherwise in writing. Any evidentiary rules not expressly provided by the CPR Rules shall be determined and evidence shall be received according to the ruling of the arbitrator. A single arbitrator will hear and determine all disputes, who shall be an attorney with substantial experience in the communications industry. In the event the parties are unable to agree on selection of an arbitrator, either of the parties may apply to CPR or the United States District Court for the Eastern District of North Carolina for appointment of an arbitrator. Notwithstanding anything to the contrary provided in this Agreement, the arbitration Eastern District of North Carolina for appointment of an arbitrator. Notwithstanding anything to the contrary provided in this Agreement, the arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1, The arbitration proceeding must be completed through the rendering of the award within six months of the selection of the arbitrator(s). The award of the arbitrator(s) may be monetary damages, an order requiring performance of obligations under this Agreement or an award of injunctive, declaratory, or equitable relief or any other appropriate award or remedy. However, in no event may the arbitrator(s) issue an award of any form of exemplary, punitive or consequential damages. Nor may the arbitrator(s) make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The award rendered by the arbitrator(s) shall be final and binding upon the parties and judgment may be entered by any competent court having jurisdiction. The award of the arbitrator(s) shall be accompanied by a written explanation of the basis for the award. Notwithstanding anything to the contrary provided in this paragraph and without prejudice to the above procedures, any of the parties may apply to any court of competent jurisdiction for injunctive or other equitable relief if such action is necessary to avoid irreparable damage or to preserve the status quo.

II - Additional Terms and Conditions of Sale for Services: (To the extent that Services are included in the Proposal and the Price, the following terms and conditions will apply in addition to the General Terms and Conditions).

1. **CONSULTING SERVICES.** LBA will, at Your request, furnish a representative to consult regarding the installation of the Products. Charges for furnishing such representative shall be at LBA's per diem rate in effect at the time, plus transportation and reasonable living expenses, including standard general and administrative charges. Such consulting service shall not include the furnishing or arranging for the furnishing of any equipment, materials or services required for the actual installation of Products.



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2. **Limited Warranty for Services.** To the extent Services are to be provided under the Proposal, LBA warrants Services to be free from defects in workmanship for one (1) year from completion, so long as You send written notice of any alleged defect to LBA during the warranty period. IF LBA FAILS TO CORRECT ANY DEFECTIVE SERVICE, THE EXCLUSIVE MEASURE OF DAMAGES SHALL BE THE REASONABLE COST OF CORRECTIVE SERVICES. THE FOREGOING WARRANTY IS IN LIEU OF, AND LBA EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AND THE FOREGOING WARRANTY STATES LBA'S ENTIRE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY, IN CONNECTION WITH THE FURNISHING OF SERVICES. WITHOUT LIMITING THE FOREGOING, LBA SHALL IN NO EVENT BE LIABLE FOR ANY THIRD PARTY ENGINEERING OR CONSULTING FEES. LBA'S PRODUCT WARRANTY UNDER THESE TERMS SHALL NOT BE ENLARGED OR AFFECTED BY, AND NO OBLIGATION OR LIABILITY ON THE PART OF LBA SHALL ARISE OUT OF, LBA'S PROVIDING TECHNICAL OR OTHER ADVICE OR SERVICES IN CONNECTION WITH THESE TERMS OR THE PRODUCTS FURNISHED HEREUNDER.

Except for Services to be performed by LBA under the terms of the Proposal, You assume complete responsibility for the installation and operation of the Products and any other services to be performed. You also assume complete responsibility for obtaining all permits, licenses or certificates required by any regulatory body for the installation or use of the Products or for such Services. LBA does not provide any warranty with respect to such installation or services, and LBA's Product warranty and the warranty of LBA for Services pursuant to this Agreement shall not be enlarged or affected by, and no obligation or liability on the part of LBA shall arise out of, LBA's providing technical or other advice or Services in connection with this Agreement or the Products furnished hereunder. Notwithstanding the foregoing, LBA will pass on to You, to the extent transferable, any installation warranty provided by any contractor or sub-contractor that installs Products for You.

3. **PERMITS AND LICENSES.** You are responsible for obtaining all permits, licenses or certificates required by any regulatory body (such as, but not limited to, FAA and FCC permits and local construction permits) prior to the start of work. If You do not secure a construction permit after commercially reasonable efforts to do so, or involuntarily lose a construction permit, You may terminate this Agreement by written notice to LBA, and You shall pay (i) for all Products and equipment items that have been shipped prior to such termination and (ii) all LBA costs and expenses attributable to contract work in progress, and a reasonable profit thereon. YOU SHALL REMAIN LIABLE TO LBA FOR ALL COSTS AND OBLIGATIONS ARISING BECAUSE OF SUCH TERMINATION. LBA SHALL NOT BE LIABLE FOR DAMAGES IN ANY FORM RESULTING FROM CANCELANATION OR SUSPENSION OF PERFORMANCE IN ACCORDANCE WITH THIS SECTION. Any costs incurred by LBA in paying any local service charges, or in complying with safety regulations above LBA's standard costs of performance hereunder, shall be reimbursed by You to LBA.
4. **SITE READINESS.** Unless otherwise stated in the Proposal, the Proposal is based on work being carried out in one continuous operation without interruption or delays due to missing materials such as coax lines, transmission line hangers, antenna, reflectors, or electrical power. All material necessary for completing Services to be furnished by You must be on the work site prior to starting of work or scheduled in such a manner as to avoid delaying the crew's work. LBA must be given unrestricted access to the work site. Unless otherwise specified in LBA's Proposal, if the work involves tower erection, You are responsible for the following list of items that must be completed prior to crew arrival:
- a) Obtain a tower structural analysis from a Licensed Professional Engineer, as appropriate to the scope of work to be performed.
 - b) Clear a lane down each guy radial 25 ft. wide on each side of the guy line, and extend this lane 50 ft. beyond the outer guy anchor; a 10 ft. width of this 50 ft. lane must be cleared of all obstructions and of sufficient quality in order to permit a truck to be driven thereon.
 - c) Provide one (1) tag line path adequate based on the height of tower, cleared of all obstruction in order to permit a truck to be driven thereon.
 - d) Grade the area immediately surrounding the tower so as to permit the moving of trucks, cranes and or tower equipment required to handle and erect the tower.
 - e) Clear an adequate area based on the height of tower adjacent to the center of the tower to permit unloading, sorting, assembling and working space.
 - f) Provide necessary fittings and gas required in pressure checking all of the transmission lines.
 - g) Provide electrical power to the base of the tower.
 - h) Provide necessary police service to direct traffic in the event the guy lines should cross a public or private road.
 - i) Provide toilet facilities, utilities and site security as required by LBA and all applicable laws, ordinances and regulations.
 - j) Provide site survey for tower location.
 - k) If AM ground system installation is involved, the entire area of the ground system must be cleared, including roots and other impediments to burial of radial wires.
 - l) Obtain all necessary rights of way and easements to afford LBA access to the work site.

5. **WEATHER.** The labor portion of outdoor site Services, including tower erection and antenna installation (as applicable), assumes weather suitable for outdoor construction. During any installation work included in LBA's obligations under this Agreement, LBA or LBA's subcontractor may encounter a "Weather Day". "Weather Day" is any



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continuous 24 hour period during which the weather (including, but not limited to wind and/or precipitation or conditions created thereby) prevents LBA or LBA's subcontractor's personnel or installation crew from working on the project for at least 5 hours during daylight hours. The work crew foreman has the sole discretion in determining what days constitute Weather Days. You shall reimburse LBA at LBA's normal Weather Day rate then in effect for each Weather Day that is declared while personnel or the installation crew is on site. If indoor services are involved, safe and appropriate access to the work area must be maintained at all times, and a Weather Day may be declared if such access is not available. Any Weather Days shall be excluded from all calculations of time periods for completion of any Services or work.

6. PERFORMANCE. Performance shall be in substantial accord with LBA furnished plans and specifications. All construction fees, service charges, and required permits are Your responsibility. LBA shall not be responsible for delays arising from causes beyond its reasonable control, including but not limited to the following:

- (a) For foundation works, soil bearing capacity of at least 4,000 lb. per sq. ft. in accordance with LBA specifications. It shall be Your responsibility to supply soil bearing capacity and LBA shall have an absolute right to rely on written test reports furnished by You in the preparation of foundation drawings and in the installation of foundations.
- (b) Blasting, cribbing, fill, removal of obstructions, including but not limited to, planking, snow, road building, clearance for easy access to the site, existence of swamp, sand, mud, water and frozen ground are not considered normal.
- (c) Installation or other Services does not include the removal of asphalt, concrete, spoils or other such items involved in the preparation of site nor any cost incurred due to the adding of compacting material of foundations, nor does it include the renovation of any building or workspace, providing access thereto, or relocating equipment, except as specifically agreed in the plans and specifications. If any of the above conditions are encountered, the price of the works or Services shall be increased to include the additional cost incurred, plus a reasonable profit allocable to the work performed. LBA shall not be responsible for delays arising from causes beyond its reasonable control.

7. DOCUMENTARY WORK PRODUCT. It is Your responsibility to furnish LBA with all material information in Your possession which might affect its design or analysis efforts on Your behalf. The resulting reports, studies, specifications and other documentary and consulting work product of LBA (the "Work Product") is based upon LBA's best interpretation of available information provided. However, these data and their interpretation are often dynamic and constantly changing. Therefore, LBA does not warrant that any undertaking based on such Work Product will be successful, or that others will not require further research or actions in support of such Work Product on future undertakings. In the event of errors, our liability is strictly limited to replacement of the Work Product with a corrected one. Liability for consequential damages is specifically disclaimed. Any use of the Work Product constitutes an agreement to hold LBA and its employees harmless and indemnify it for any and all liability, claims, demands, litigation expenses and attorneys fees arising out of such use. Work Product documents remain the sole property of Lawrence Behr Associates, Inc. and must be returned on demand. Underlying work notes and data relating to such Work Product remain the confidential property of LBA. Work Product shall not be reproduced in whole or part without permission of LBA. Your use or retention of any part of the Work Product constitutes acceptance of LBA's terms, the entire Work Product, and all costs and charges associated therewith.

8. ENVIRONMENTAL INDEMNITIES. You shall, at Your sole cost and expense, defend, indemnify and hold harmless LBA, LBA Group, Inc. and its units, divisions, subsidiaries, affiliates, directors, officers, shareholders, employees, contractors, successors and assigns (collectively "Indemnities") from and against all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including without limitation, reasonable attorneys', consultant and expert witness fees and disbursements) whether incurred as the result of a third party claim or a claim to enforce this Agreement which may be imposed upon, incurred by or asserted or awarded against any Indemnities resulting from or arising out of the presence of contamination, pollution, and/or Hazardous Materials, or constituents or degradation products of Hazardous Materials, in, at, on or under any site owned, used, or operated by You, or failure to comply with any Environmental Law, except to the extent that LBA directly caused such contamination, pollution or Hazardous Materials or constituents or degradation products of Hazardous Materials to be present at the site.

For the purposes hereof, "Environmental Law" means any applicable foreign federal, state and local statute, regulation, ordinance and administrative or judicial order relating to protection of the environment, including without limitation, those regulating hazardous substances, such as CERCLA, the Resource Conservation and Recovery Act, the Federal Clean Air and Clean Water Acts, and their foreign and state analogs, and those relating to the protection of environmentally sensitive areas.

For the purposes hereof, "Hazardous Materials" means "hazardous substances," "pollutants," or "contaminants" and "petroleum" and "natural gas liquids" as those terms are defined or used in Section 101 of CERCLA, and any other substances regulated because of their effect or potential effect on the environment, including without limitation, PCBs, lead paint, asbestos, urea formaldehyde, bioaerosols, radioactive materials, mold, and putrescible and infectious materials.



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Sales Tax Questionnaire

The LBA Companies are responsible for collecting all applicable sales and use taxes. Please help us ensure your order is properly taxed- or exempted- by completing and returning this form as soon as possible.

1. Please provide address information: *(For multiple sites, provide all applicable addresses on an attached document)*

Billing Address:

Site Name _____

Street _____

City _____

State _____ Zip Code _____ - _____

Shipping Address:

Site Name _____

Street _____

City _____

State _____ Zip Code _____ - _____

Accounting Contact (Name/Title) _____ Phone () _____ - _____

2. Please indicate the nature of your order:

3. Are you tax-exempt? Yes No

Note: If claiming exempt status, you must include the appropriate Exemption Certificate with this form. Without a valid certificate, LBA will charge applicable sales/use taxes based on your ship-to jurisdiction.

4. Please indicate any special tax considerations or exemptions at the city, county, or district level:

Company/Station _____

Name _____ Signature _____ Date _____

For assistance contact: Ashley Johnston at (252) 757-0279

Please submit this Questionnaire with your signed proposal or fax to: (252) 752-9155. No order can be processed without this completed form.

Thank You!