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RETURN ADDRESS:

WaveDivision II, LLC
401 Kirkland Parkplace, Suite 500
Kirkland, WA 98033
Attn: James A. Penney

**BROADBAND AND CABLE TELEVISION SERVICE LINE AGREEMENT
FOR LINE WITHIN TALLAWHALT PROJECT PHASE I**

CONSENTOR: **SWINOMISH INDIAN TRIBAL COMMUNITY**

CONSENTEE: **WAVEDIVISION II, LLC**

SHORT LEGAL: NW1/4 NW1/4 & Lot 6 W. of Co. Road, Section 36, Twp34N, Rng2E, W.M. /P20911

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **SWINOMISH INDIAN TRIBAL COMMUNITY**, a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934 (25 U.S.C. § 476) ("Tribe" herein), and **WAVEDIVISION II, LLC D/B/A WAVE BROADBAND**, a Washington limited liability company ("Wave" herein), hereby agree as follows:

Wave, for the purposes hereinafter set forth, and subject to and conditioned upon the terms hereinafter set forth, is authorized to construct and maintain a broadband and cable television service line ("broadband service line" herein) over, along, under, across and through the following described real property ("Property" herein) in Skagit County, Washington:

SEE EXHIBIT "A" AS HERETO ATTACHED AND BY REFERENCE INCORPORATED HEREIN.

Except as may be otherwise set forth herein Wave shall construct and maintain the broadband service line upon that portion of the Property ("Service Line Extension Area" herein) described as follows:

Within a strip of land ten (10) feet in width with five (5) feet on each side of the electrical distribution line of Puget Sound Energy or its successors as now constructed, to be constructed, extended or relocated lying within the above described parcel - the location, size and extent of which as shown on Exhibit "B" as hereto attached and by reference incorporated herein. This description may be superseded at a later date with a surveyed description provided at no cost to Wave.

1. **Purpose.** Wave shall have the right to use the Service Line Extension Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge for one or more utility systems owned and/or operated by Wave only and solely for the purpose of transmission, distribution and sale of broadband and television. Such systems may include, but are not limited to:

a. **Overhead facilities.** Poles, towers and other support structures with crossarms, braces, guys and anchors; broadband and television transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications but only as necessary for the purposes of broadband and television transmission and distribution; transformers, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing solely for the purpose of transmission, distribution and sale of broadband and television; and

b. **Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for broadband and television; fiber optic cable and other lines, cables and facilities but only as necessary

for the purposes of broadband and television transmission and distribution; semi-buried or ground-mounted facilities and pads, manholes, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing solely for the purpose of transmission, distribution and sale of broadband and television.

Following the initial construction of all or a portion of its systems, Wave may, from time to time, construct such additional facilities as it may require for such systems solely for the purpose of transmission, distribution and sale of broadband and television. Wave shall have the right of access to the Service Line Extension Area over and across the Property to enable Wave to exercise its rights hereunder. Wave shall compensate the Tribe for any damage to the Property caused by the exercise of such right of access by Wave.

2. Service Line Extension Area Clearing and Maintenance. Wave shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Service Line Extension Area. Wave shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give the Tribe prior notice that such trees will be cut, trimmed, removed or disposed of (except that Wave shall have no obligation to identify such trees or give the Tribe such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Wave shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Service Line Extension Area.

3. The Tribe's Use of Service Line Extension Area. The Tribe reserves the right to use the Service Line Extension Area for any purpose not inconsistent with the rights herein granted and Wave agrees to not interfere with the use of the Service Line Extension Area by or under the authority of the Tribe for any purpose not inconsistent with the primary purpose for which the Service Line Extension is granted provided, however, the Tribe shall not construct or maintain any buildings, structures or other objects on the Service Line Extension Area. The Tribe's use of the Service Line Extension Area may include, but is not limited to, use for the installation, operation and transmission of utility services by the Tribe or third parties, including natural gas, electricity, and telephone.

4. Wave shall construct and maintain the service line extension in a workmanlike manner, shall obtain all necessary permits, including Tribal permits, in connection with the construction, operation and maintenance of the service line (including any clearing or maintenance described in paragraph 2 of this Agreement) and shall comply with all applicable Federal, Tribal and State laws.

5. Wave shall pay promptly all damages and compensation determined by a court of competent jurisdiction to be due the Tribe and any authorized users of the Service Line Extension Area on account of the survey, construction and maintenance of the service line extension.

6. Wave agrees to indemnify, defend and hold harmless the Tribe and authorized users of the Service Line Extension Area against any liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy or use of the service line extension by Wave, its contractors, subcontractors and their respective employees and agents: Provided, however, that nothing herein shall require Wave to indemnify, defend, and hold the Tribe and authorized users harmless for any such liability attributable to the negligence of the Tribe or the negligence of others not specifically named in this paragraph.

7. Wave agrees to restore the Service Line Extension area as nearly as is possible to its original condition upon the completion of construction to the extent compatible with the purpose for which the Service Line Extension was granted, to dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the Service Line Extension, and to repair such roads and other improvements as may be destroyed or injured by construction work.

8. Wave agrees that upon termination of the Service Line Extension agreement, Wave shall, so far as is reasonably possible, restore the Service Line Extension Area to its original condition.

9. Abandonment. The rights herein granted shall continue until such time as Wave ceases to use the Service line extension area for a period of two (2) successive years, in which event, this Service Line Extension Agreement shall terminate and all rights hereunder, and any improvements remaining in the Service Line Extension Area, shall revert to or otherwise become the property of the Tribe; provided, however, that no abandonment shall be deemed to have occurred by reason of Wave's failure to initially install its systems on the Service Line Extension Area within any period of time from the date hereof.

10. This Service Line Agreement shall in no manner diminish, effect or limit any aspect of the Tribe's jurisdiction, dominion or control, whether civil, criminal, regulatory, adjudicatory, licensing, taxation or otherwise, over the real property on which the Service Line Extension is located, or anyone or anything thereon or therein or any



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activities taking place thereon, including but not limited to any person, property, or activity. The Tribe specifically reserves its right to enact and enforce its laws with respect to all activity taking place or property located on, over or under the Service Line Extension Area herein granted, and to otherwise assert the full measure of its jurisdiction over the Service Line Extension Area without regard to whether the person or entity being regulated is a Tribal member, other Native American or non-Indian. This provision is an essential and indivisible part of this Service Line Extension Agreement, any severability clause in this agreement to the contrary notwithstanding; should this provision, at the request of Wave, any agent, officer, official or employee of Wave, or any person or entity acting in concert with Wave, be struck down, ruled unenforceable or ineffective, or in any manner limited, this agreement shall be void and the Service Line Extension Agreement granted by this agreement shall immediately cease.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of successors and assigns of both parties.

DATED this 6 day of Feb, 2008

SWINOMISH INDIAN TRIBAL COMMUNITY

BY: Brian Cladoosby

Title: Chairman

WAVEDIVISION II, LLC

By: James A. Penning
Executive Vice President

ACKNOWLEDGMENT

STATE OF WASHINGTON)

COUNTY OF Skagit)

BEFORE ME, a Notary Public, in and for said County and State, on this 6th day of February, 2008, personally appeared Brian Cladoosby, and who acknowledged that he is and was at the time of signing the Chairman of the Swinomish Tribal Senate; and he personally acknowledged to me that he executed the foregoing Broadband and Cable Television Service Line Agreement as his free and voluntary act of such Tribe for the uses and purposes set forth in the Agreement.

Shelly A. Proctor
Notary Public

My commission expires:

June 19, 2010.



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ACKNOWLEDGMENT

STATE OF WASHINGTON)
)
COUNTY OF)

BEFORE ME, a Notary Public, in and for said County and State, on this 07th day of February, 2008, personally appeared James A. Penney, and who acknowledged that s/he is and was at the time of signing the same Exec. Vice President of Wave Broadband; and s/he personally acknowledged to me that s/he executed the foregoing Broadband and Cable Television Service Line Agreement as his/her free and voluntary act of such corporation for the uses and purposes set forth in the Agreement.

Mindy A. [Signature]
Notary Public

My commission expires:

6/9/10

SKAGIT COUNTY-WASHINGTON
REAL ESTATE EXCISE TAX

MAR 07 2008

Amount Paid \$
Skagit Co. Treasurer
By [Signature]



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Exhibit "A"

A strip of land over and adjacent to Tract A of Tallawhatch Phase I, located in the Northwest 1/4 of the Northwest 1/4, and a portion of LOT 6 west of Reservation Road, all in Section 36, Township 34 North, Range 2 East, W.M.

dm



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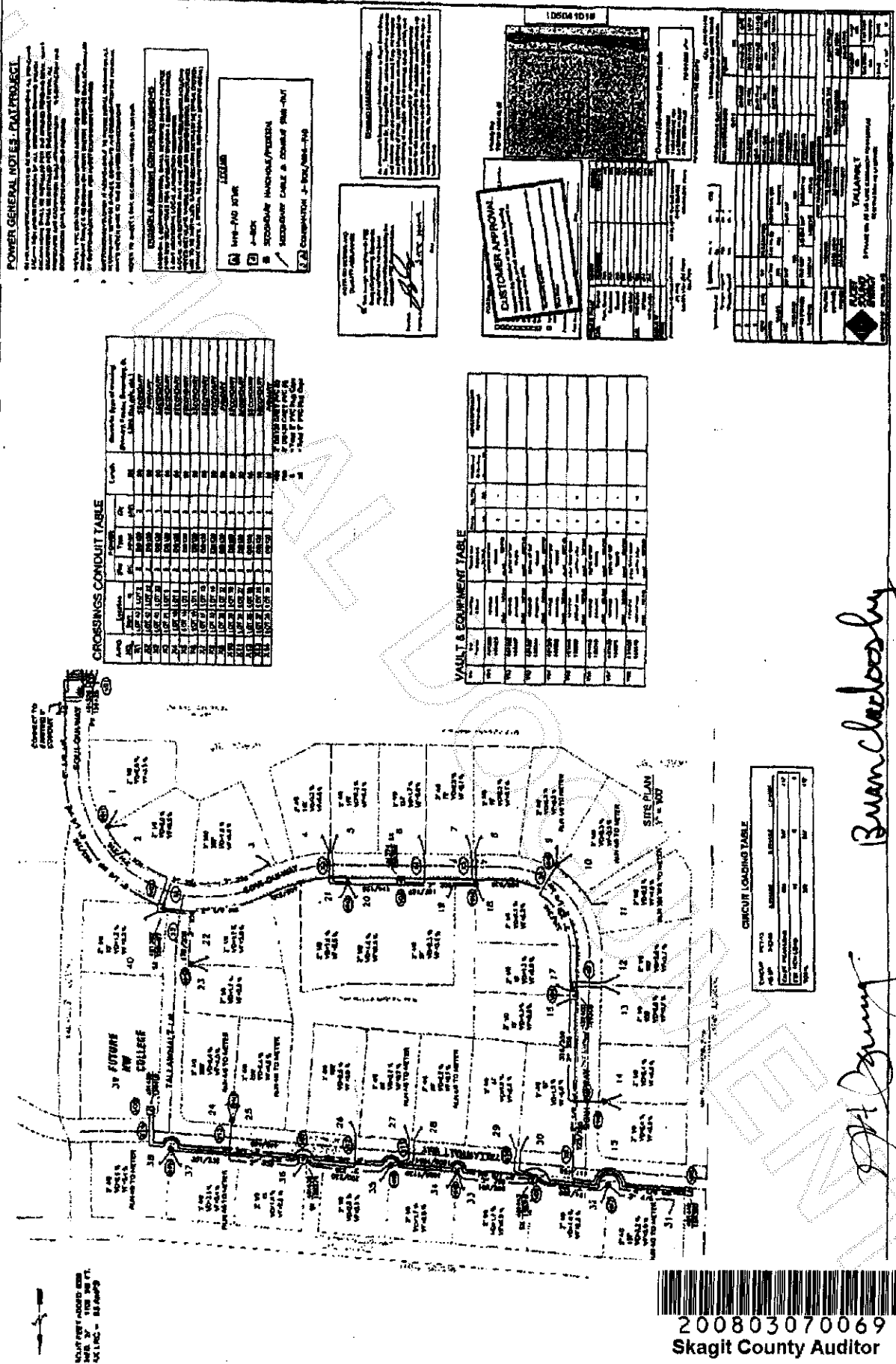
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Bruce Chubbuck

James H. Hill