

EXCLUSIVE EQUIPMENT DISPOSAL AGREEMENT

This Exclusive Equipment Disposal Agreement (the “Agreement”) is made effective this 09 day of October, 2015 (the “Effective Date”), by and between Cell Tower Resource, LLC., a California Limited Liability Company, with an address at 1395 Garden Hwy Ste 150, Sacramento, CA 95833, (“CTR”), and Carson City Airport, with an address at 2600 E. Graves Ln #6, Carson City, NV 89706 (“Client”).

1. **Equipment Removal:** CTR will, at its discretion, remove and dispose of, in any method of its discretion, the “Equipment” (Batteries:hazardous waste, Radio Equipment, Cabinets, Radio Equipment for Telecommunications) excluding Coax, Antennae, and any other appurtenances not related to the listed items. It is understood that CTR will incur its own expenses in the removal of the equipment and that CTR has the exclusive right to remove the equipment.
2. **No Warranty:** The parties hereby explicitly acknowledge and agree that the Equipment is being transferred “as is, where is” with all faults and without warranty. Notwithstanding anything herein to the contrary, all warranties and representations of any kind whatsoever, express or implied, as to the condition, quality, merchantability and fitness or sustainability for any particular use or purpose are hereby excluded and disclaimed.
3. **Indemnification:** CTR shall indemnify and hold harmless Client against claims of any injury sustained by agents of CTR while on Client’s property.
4. **Waiver and Release:** In consideration of this Agreement, Client hereby waives remuneration for any value of the Transferred Equipment.
5. **Construction:** Each party has had the opportunity for its own counsel to review this Agreement and participate in its drafting. Therefore, the rule construing the document against the drafter shall not apply to this Agreement or against any party.
6. **Amendment:** No amendment, supplement, modification, or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by the party to be bound thereby.
7. **Waiver:** No waiver by either party of any provision herein shall be deemed a waiver of any other provision or of any prior or subsequent breach of any provision herein.
8. **Assignment:** This Agreement is assignable by either party.
9. **Authorization:** The signatories hereto represent that they are duly authorized to execute this Agreement on behalf of their respective entities.
10. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties’ respective successors and assigns.
11. **Choice of Law:** This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State where the Equipment is located.
12. **Counterparts:** This Agreement may be executed in more than one original, and the parties agree that each original executed shall be treated as the original for all purposes. Facsimile signatures shall be acceptable to both parties and shall be deemed original signatures.

- 13. Severability:** If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 14. Survival:** All terms, covenants and obligations contained in the Agreement shall remain in full force and effect without any limitation.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date above written.

Cell Tower Resource, LLC.

(Signature)

(Name Typed)

(Title)

Client

(Signature)

(Name Typed)