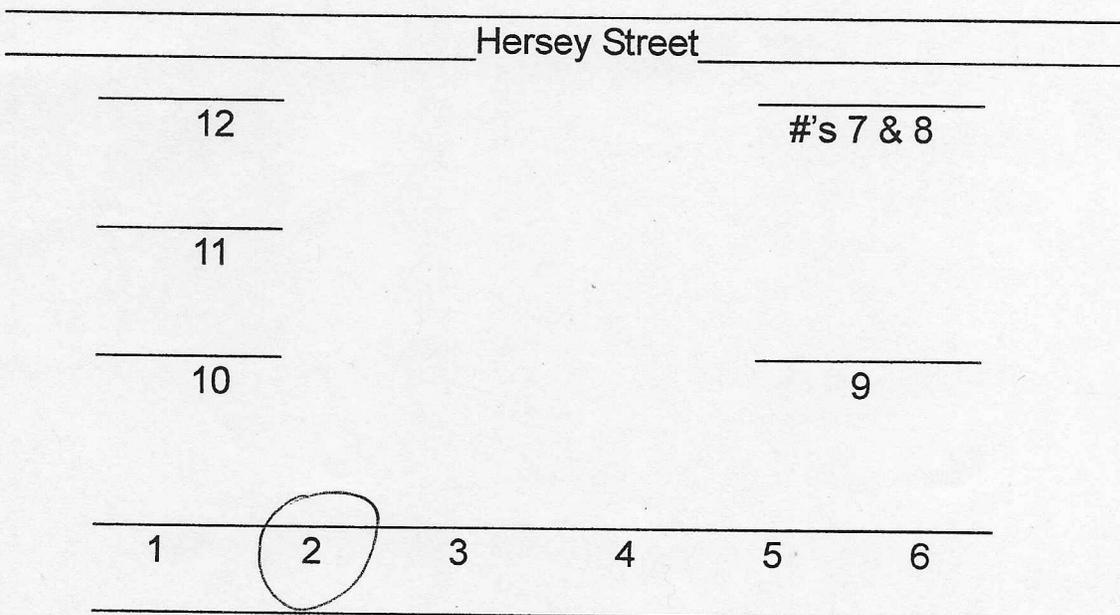


Rental Agreement

330 East Hersey Street, Ashland, OR 97520

This agreement, consisting of six (6) pages, is entered into in duplicate on this day of October 1, 2011, by and between Anna Baker (Manager of Hersey St., LLC) and KSKQ/Multicultural Assoc. of Southern Oregon

Description Of Premises: Manager rents to tenant Unit No. 2 located at 330 East Hersey Street, Ashland, OR 97520. It is agreed that the only outside vehicle parking areas which are included in this agreement are those parking spaces which are located immediately in front of the unit rented. The location of the rented premises is identified on the building plan, figure 1, which is part of this paragraph.



1. **Use of Premises:** Tenant shall use said premises for the conduct of the following business, operate a radio station, and for no other use whatsoever without Manager's prior written consent. In connection with the use of the premises, Tenant shall:

a) Conform to applicable laws, regulations and ordinances of any public authority affecting the use of said premises, and shall correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use; but Tenant shall not be required to make any structural changes to effect such compliance unless such changes are required because of Tenant's specific use. Activities which are specifically prohibited include, but are not limited to; the use, discharge or dumping of hazardous or toxic materials; and activity which is not conducted entirely within the building; **and use involving outside storage of any kind; any activity which would affect Manager's ability to insure the premises against casualty, or would raise the insurance rate, or would prevent Manager from taking advantage of any ruling of Manager to obtain reduced premium rates for long term fire insurance; and, any activity which would be excessively offensive to other Tenants or occupants of neighboring premises or which would tend to create a nuisance or would damage the reputation of the premises.**

b) Tenant shall not make any marks on or attach any sign, insignia, or other device to the walls, windows or roof of the premises without the written consent of the Manager, or which do not conform with the applicable ordinances of the City of Ashland, OR.

2. **Term:** The term of this agreement shall commence on October 1, 2011, and shall continue from the first day of the month immediately following on a month-to-month tenancy until determined by either party according to the terms specified in paragraph 10 of this agreement.

3. **Rent:** Tenant shall pay to Manager as monthly rent, without demand or billing statement, the sum of \$ 325.00 dollars per month in advance, on the first day of each and every calendar month. The first month's rent, or prorated portion thereof, shall be payable upon execution of this agreement.

a) It is hereby agreed that if rent is unpaid by the 5th of the the month following the due date, Tenant shall pay a late charge of \$15.00 per day computed to include the first day due and continuing until both rent and late charges are fully paid. This charge shall not establish a grace period. Any dishonored check

shall be treated as unpaid rent and shall be subject to the same late charge plus a special handling fee of \$50.00 and must be made good by cash, money order or certified check within 36 hours of notification. Rents are payable to the Manager of Hersey Street, LLC; Anna Baker, P.O. Box 114, Talent, OR 97540. The monthly rent may be adjusted by the Manager of Hersey Street, LLC with notice of no less than 30 days prior to the first day of the month for which the adjustment shall be effective.

4. **Deposits:** A security deposit shall be payable in the amount of NA and shall be payable upon execution of this agreement. Manager may claim all or part of said deposit reasonably necessary to remedy Tenants' defaults in the performance of this agreement and to repair damage to the premises caused by Tenant. Manager may recover damages to which she is entitled to in excess of the deposit. Should it become necessary for Manager to use all or any part of the security deposit for its intended purpose, then Tenant shall restore the deposit to its original amount within 10 days of notice.

5. **Utilities and Services:** Tenant shall pay for all supply of natural gas, electric power, and telephone service. Manager shall pay for water and sewer service, and for limited refuse collection.

A restroom located at the south-east end of the complex is shared by all the tenants of units #1 through #6. Tenant agrees to maintain the cleanliness of the restroom as may be reasonably expected. The door to the restroom should remain closed when not in use.

Tenant shares the refuse collection service with all other tenants at this location. Tenant agrees to **limit his refuse deposited into the container provided for this purpose to no more than four cubic feet (approximately one garbage can) a week.**

6. **Maintenance:** Tenant agrees to maintain the premises in a neat and clean condition at all times and to repair promptly any damage thereto arising from fault or negligence of Tenant or otherwise arising from or related to the use of the premises by Tenant, or Tenant's agents, employees or invitees.

7. **Alterations:** Unless otherwise agreed to in writing, Tenant agrees that any alterations or improvements to the rented premises shall be at Tenant's expense. Tenant may, with written consent of Manager, make such alterations or improvements as long as the ceiling, walls or floor are not damaged. Any such improvements shall become a part of the premises and shall belong to Hersey Street, LLC upon termination of this agreement.

8. **Non-Payment:** Time is of the essence in this agreement, and if any payment or rent is more than **five (5)** days late, or if Tenant fails to perform or meet any other condition of this agreement, then Manager may after **thirty-six (36)** hours written notice specifying the causes, or anytime thereafter while said default continues, immediately terminate this agreement, enter within the premises, expel Tenant and remove Tenant's property, without being guilty of trespass and without prejudice to any remedies which may be otherwise available for arrearages of rent or preceding breach of agreement. Further, in the event that Manager reasonably determines that Tenant has vacated or abandoned the premises, or that Tenant's right to possession has otherwise terminated, Manager may sell, destroy or otherwise dispose of any personal property remaining in or about the premises.

9. **Termination:** This rental agreement may be terminated by either party giving at least **thirty (30)** days written notice to the other party of their intention to terminate it.

10. **Right to Inspect:** Manager reserves the right to make reasonable inspections of the interior of the rented premises, at reasonable times, as long as such inspections do not interfere with Tenant's activities.

11. **Condition of Premises upon Termination:** Upon termination of this rental agreement, Tenant shall remove all of Tenant's personal property and shall immediately deliver possession of the premises to Landlord "**BROOM CLEAN**" and in the same condition as delivered to Tenant at commencement of this agreement, reasonable wear and

tear excepted, and subject to Manager's right to claim a statutory Manager's lien against said personal property.

12. Limitation of Manager's Liability; Indemnity: Tenant shall bear the sole risk for any loss to his personal property arising from fire, theft, vandalism or other damage which may occur during his tenancy and it shall be his sole responsibility to provide insurance coverage at his own expense for his property located at the rented premises.

Further, Tenant agrees to hold Manager harmless from any and all claims or demands for injuries to persons or property arising from or in any way connected with the possession or use of the rented premises by Tenant, Tenant's employees or agents.

Before going into possession of the premises, Tenant shall procure, and thereafter during the term of the Rental Agreement shall continue to carry, the following insurance at Tenant's cost: public liability and property damage insurance in a responsible company with limits of not less than \$1,000,000 for injury to one person, and \$2,000,000 for injury to two or more persons in one occurrence, and \$100,000 for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the leased premises whether or not related to an occurrence caused or contributed to by Manager's negligence, shall protect Tenant against the claims of Manager on account of the obligations assumed by Tenant under this Agreement; and shall protect Manager and Tenant against claims of third persons. Certificates evidencing such insurance, naming Manager an additional insured thereon, and bearing endorsements requiring ten (10) days' written notice to Manager prior to any change or cancellation shall be furnished to Manager prior to Tenant's occupancy of the property.

13. Assignments: Tenant shall not assign this agreement, or sublet the premises, or any part thereof, without Manager's written consent.

14. Performance Waiver: Failure by Manager at any time to require performance by Tenant of any provision hereof shall in no way affect Manager's right hereunder to enforce the same, or shall any waiver

by said Manager of any breach of any provision hereof be held to be a waiver of any succeeding breach of any provision, or as a waiver of the provision itself.

15. **Attorney's Fees:** In the event that any suit, action, or appeal is brought by either party against the other under this rental agreement, the prevailing party shall be entitled to reasonable attorney's fees as shall be awarded by the Court, together with reimbursement for costs and disbursements.

16. **Notices:** All communications, notices, and demands of any kind that either party may be required to or desires to give or serve on the other party shall be made in writing and sent via certified US Mail to the following address: **To Manager:** Anna Baker, P.O. Box 114, Talent, OR 97540. **To Tenant:** Nicaso/KSKG attn: Connie Saldana, 330 E Hwy St # 2

Any such notice shall be presumed to have been received by the addressee (48) forty-eight hours after posting in the US Mail. Either party shall notify the other immediately of any change of address.

Ashland OR 97520
or P.O. Box 67
Medford, OR
97501

17. **Right to Possession:** Tenant shall have the right to possession of said premises on 6/1/05, and shall have the right to continue possession and quiet enjoyment thereof as long as this agreement is in effect Tenant [] and Manager [Anna Baker] have jointly inspected the rented premises and all of the fixtures and furnishing and have found them in satisfactory condition except as noted in paragraph 19.

18: Additional Provisions: _____

Executed on the date first written above,



(Tenant) CARSON BENCH

(Manager) of Hershey Street, LLC
Anna Baker

PRIVATE PROPERTIES, LLC

112 Genessee Street • Medford, OR 97504-7160

September 27, 2013

Private Properties, llc, as you know, has been hired to take management responsibilities for the complex at 330 East Hersey Street, Ashland, Or. 97520. To help us make this transition as smooth as possible, I am asking you to review the information below. This information has been taken from your lease agreement given to us by Anna Baker. If you have any questions at all, or do not agree with the information, please let us know as soon as possible. Your prompt attention to this form will be greatly appreciated. Thank you!

BEST ADDRESS FOR CONTACT

TENANT Connie Saladana PHONE # _____

BUSINESS NAME Multicultural KSKQ EMAIL _____

RENT 375⁰⁰ DUE DATE 1st of month LATE CHARGES \$25.00 plus an additional \$10.00 per day, after the 5th of the month, until rent is paid in full.

Additional information

In addition, please provide a current insurance policy for your business naming Private Properties, llc, as an additional insured. Your rent payments are to be mailed to: Private Properties, llc, 112 Genessee Street, Medford, Or. 97504. There is a mail slot in the southwest front door of our building that rent checks can be deposited when the office is not open. Our hours are: Monday through Friday, 9:00a.m. to 4:30 p.m. We are closed from 1:00 p.m. to 2:00 p.m. for lunch. Our phone number is: 541 - 772 - 2177. When not in the office, our phone is rolled to an answering service.

Again, thank you for your cooperation. Please get the above form and information back to us as soon as possible.

Thank you,

Bob Karcich, Broker
Private Properties, llc