



Lease Agreement

Between

Community Internet Providers, LLC (CIP), as Lessee, and

Hopkins County, as Lessor

This Lease Agreement is made and entered into as of April, 2021 by and between Hopkins County whose address is 118 Church St, Sulphur Springs, TX 75482 (telephone number 903 438-4006) and Community Internet Providers LLC, organized and existing under the laws of the State of Texas, (hereinafter referred to as "CIP") whose address is 203 N. 5th St., Wills Point Texas 75169 (telephone number 903-873-3122).

Whereas, Hopkins County, as Lessor, desires to lease space on Lessor's tower to CIP for their Equipment, together with the right of ingress and egress; for the sole purpose of establishing an internet transmission facility, and in consideration of the provisions, terms, conditions, and covenants contained herein, Hopkins County and CIP do mutually covenant and agree as follows:

1. Rented Premises. Hopkins County hereby leases to CIP the following Tower and the real property upon which they are facilitated for the sole purposes described herein (collectively referred to as the "Site"):

Hopkins County Communication Tower -Coal Mine
1120 CR 2309, Sulphur Springs, TX

Hopkins County Communication Tower-Cooper Lake
4040 County Road 4772, Sulphur Springs, TX

Access. Lessee will abide by all reasonable security controls in place now, or put in place in the future, by the Lessor.

Subject to the previous paragraph, Lessee shall have the right to enter upon the Site for the sole purpose of installing, maintaining, servicing, and removing CIP's Equipment, antennas, mounts, and related wireless internet accessories (referred to as the "Equipment"). The Equipment may be placed at the Site on the facilities at locations to be selected by CIP, subject however to Hopkins County prior approval which shall not be unreasonably withheld, as long as they do not interfere with any preexisting Equipment on the tower or access to the tower. Placement shall be in full compliance with all state and federal laws.

2. Term. The term of this Agreement (the "Initial Term") is five years, commencing on this day April ____, 2021. After the initial five year term, this Agreement will proceed as month to month, unless CIP or Hopkins County provides written notice of intention not to renew, not less than 90 days prior to the expiration date of the applicable term. CIP shall restore the Tower and Site to their original condition as of the commencement date of this Agreement. Notwithstanding anything to the contrary set forth in this Section

Lessee Initials SSW Lessor Initials _____

3 or this Agreement, Hopkins County may immediately terminate this Agreement (1) upon determination that the installation or use of the Equipment is not in accordance with applicable governmental laws, statutes, ordinance, or rules or, (2) upon demolition of the Site, its destruction, or material damage to the Site.

3. Rent. Rent to be paid monthly during the accounting period for the Site in the amount of \$500.00 for each tower and successive month of this Agreement. Rent payment will begin once Equipment and Broadcasting has commenced for the Site location.
4. Title and Quiet Possession. Hopkins County represents and agrees (a) that it is the owner of the Site,(b) that it has the right to enter into this Agreement, (c) that the person signing this Agreement has the authority to sign, (d) that CIP is entitled to access the Site, including inside any security fence or area, at all times, 24 hours a day, seven days a week, throughout the terms of the Agreement.
5. Interference. CIP's installation, operation, and maintenance of the Equipment shall not in any manner interfere with the use and operation of Equipment which has been, or will be, installed and operated by Hopkins County on the Site or communication tower located thereon and CIP will immediately resolve technical problems with other antennas and Equipment located at the Site.

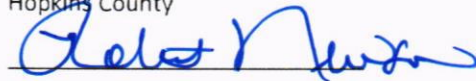
It is the Lessor's responsibility to notify the Lessee by written communication no less than 30 days prior to any other wireless operators acquiring lease on the Property. This would include wireless internet operators using any frequency either known or unknown including: The 900 MHz, 2.4 GHz, 3.65 GHz, 4.9- 6.9 GHz, 11 Ghz, 18 Ghz, 23 GHz, and 80 GHz and all other ISM bands. If additional providers are granted access for co-location and result in interference, the Lessor will be responsible to mitigate and resolve the interference.

6. Utilities. Hopkins County shall reasonably cooperate with CIP to allow CIP to install, at CIP's sole cost, a power source (one 30amp breaker) at the Site which shall connect to an existing power source located on the property, and Hopkins County agrees to pay the cost of power to the Site.
7. Maintenance of Area. CIP shall make no alternations to the tower or related facilities, which will compromise or impair the integrity of the structure. CIP shall exercise special precaution to avoid damaging the facilities of Hopkins County, and CIP hereby assumes all responsibility for all loss or damage caused by CIP, its employees, or its agents. CIP agrees to document any installation and maintenance of CIP's facilities and make a report to Hopkins County upon their request. Tower maintenance is the responsibility of Hopkins County. Hopkins County shall not move, disconnect, or adjust, in any way, CIP's Equipment without the supervision of a CIP representative on Site. CIP acknowledges and agrees that it shall be responsible for moving or protecting its Equipment during any repairs or renovations to the tower and Hopkins County incur no liability to CIP for any injury, expense, or claim incurred by CIP during any such repair or renovation. Installation and maintenance shall be at the sole cost of CIP and shall not interfere with Hopkins County use and maintenance of the Site and Tower. Based on need and timeline for the Hopkins County, CIP will work with the County on a case-by-case basis to help with maintenance of the tower. Maintenance, timelines, and cost of repairs will be discussed and agreed upon by both parties as they arise. Pre-approved maintenance will be rebated back to CIP in lieu of rent payments.
8. Indemnity. CIP shall indemnify, protect, and hold harmless Hopkins County, its agents, employees, officers, and directors from any and all claims, demands, costs and actions including attorney fees and legal costs arising from or related to damages to property and injury to or death of persons, including payments made under any Workers' Compensation Laws, or under any plan for employee's disability and death benefits which may arise out of or be caused by the erection, maintenance, presence, use or removal of CIP Equipment at the tower Site including attorney fees and legal costs. CIP shall also indemnify, protect, and save harmless Hopkins County, its agents, employees, officers, and directors from any and all claims

and demands of whatsoever which may arise directly or indirectly from the operations of CIP's facilities, including but not limited to taxes, special charges by others, or claims and demands for damages for infringement of copyrights, libel and slander, or unauthorized use of frequencies. Commencing with the commencement date of this Agreement, CIP will maintain a commercial general liability policy of insurance to afford protection to the limit of not less than \$2,000,000, and CIP will name Hopkins County as an additional insured on its general liability policy and agrees such policy shall not be canceled without first providing Hopkins County with thirty days written notice. CIP shall deliver to Hopkins County a certification of insurance.

9. Assignment. This Agreement may not be assigned by CIP without the prior written consent of Hopkins County in its sole discretion, and the express written Agreement of the assignee to be bound by the terms of this Agreement. The Agreement may be assigned by Hopkins County in conjunction with a conveyance of the underlying property.
10. Default. Upon any default of this Agreement by Lessee, Lessor may terminate the Agreement by giving a 30-day written notice to Lessee and may recover all loss and damage may sustain by reason of such termination.
11. Miscellaneous.
 - a. This Agreement applies to and binds the successors, executors, and administrators of the parties to this Agreement.
 - b. This Agreement is governed by the laws of the State of Texas.
 - c. This Agreement constitutes the entire Agreement between the parties and supersedes all prior written and verbal Agreements, representations, promises, or understandings between the parties. An amendment to this Agreement must be in writing and executed by both parties.
 - d. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
 - e. This Agreement is performable in Hopkins County and venue for any action to interpret or enforce the provisions of this Agreement shall be in a District Court in Hopkins County, Texas.
 - f. In any action brought to interpret or enforce the provisions of this Agreement, the prevailing party shall be entitled to recovery of its reasonable and necessary attorney fees.

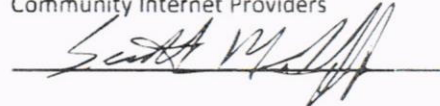
Hopkins County



By: _____

Title: Hopkins County Judge

Community Internet Providers



By: Scott McGriff, Executive Member