

CONNECTING
WITH YOU

P.O. Box 130
10184 State Highway 25
Windthorst, TX 76389

COMCELL

(940) 423-6207
1-800-794-6407
Fax (940) 423-2111

The Honorable Judge Kevin Benton

We appreciate you giving us a few minutes of your valuable time to visit about the possibility of leasing space on the Counties tower at Hildreth Pool Rd. Judge Benton as we mentioned to you we have people wanting to have some form of internet service in that area. At this time we have to tell them that it is unavailable. We would also like to provide a better internet connection for the Bowie Airport. Comcell would include in the contract that it will not interfere with existing county equipment. Comcell carries \$1,000,000 + liability insurance coverage which we can provide a copy of it at your request.

Comcell would like to propose leasing space at the height of 240 ft with a small round dish at a lower level to receive the internet for distribution. Additionally, Comcell would also propose to lease a small amount of rack space in the existing building for a total of \$400.00 monthly.

Thank you for your time.

Cliff Humpert

Comcell Inc.

LEASE OF SITES FOR BROADBAND FACILITIES

This Lease of site for Communications facilities (the "Lease") (Collectively the "Agreement") is made and entered into by and between Comcell, whose address is box 130 Windthorst Tx 76389 herein referred to as "Lessee", and County of Montague whose mailing address is Box 475 Montague, Tx 76251 Herein after referred to as "Lessor".

1. Parties and Purposes. Lessor hereby agrees to provide Lessee with a Tower Site herein referred to "facilities" for housing and operating certain broadband communication equipment, including installation of transmitters, receivers, antenna or antenna systems, said facilities being more specifically described and/or depicted in (2. Location). Lessee agrees such facilities for such purpose, subject to the considerations, terms, and conditions specified in this Agreement.

2. Location. The facilities to be furnished Lessee are located in Montague county off Hildreth Pool Rd. The specific locations of Lessee's equipment and operations within the Site shall be referred to herein as the "Premises". The equipment shall be mounted in such a manner as to allow climbing access to the top of the tower.

3. Term. This Lease shall continue for a term of 5 years, commencing upon the signing by both parties of this lease. Lessee shall have the option to extend this Lease for 2 additional 24 month terms by giving written notice of its intention to do so at least 3 months prior to the end of the then current term.

4. Termination by Lessee. Lessee or Lessor may terminate this Lease at any time by providing written notice of its intent to terminate at least one hundred and twenty (120) days in advance of termination date, accompanied by a termination payment equal to four (4) months rent when terminated by the Lessee.

5. Rent. Lessee shall pay Lessor \$400.00 per month per tower site for the term of this lease commencing upon the installation of the equipment on the tower.

6. Access and Security. Lessee shall have the reasonable right of access to the Site and Premises, twenty-four (24) hours per day, seven (7) days per week. If keys are issued to the Lessee for the facilities, these keys may not be copied. Lessor reserves the right to change locks from time to time and reissue keys to Lessee to maintain Security. Lessee further understands it is desirable to limit access to the Site and Premises of specific people. The following people listed below have the right to carry keys in this lease.

1. Mike Humpert
2. Zac Scheffe
3. Kenny Hopkins

7. Electrical Interference. Lessee shall not cause electrical or radio frequency interference to Lessor or to any other lessee who is using the Site at the time of Lessee's installation of its equipment. Upon written notice from Lessor to Lessee of such interference, Lessee will take all reasonable steps to correct such interference in a timely manner from receipt of Lessor's notice. Lessee must follow all Federal Communication Commission rules that apply to Lessee's type of service operating at the Site.

8. Utilities. Electricity will be supplied by () Lessor () Lessee . The Lessee shall be responsible for having electrical lines ran to the proposed equipment site.

9. Taxes. Lessor shall be responsible for the declaration and payment of any applicable taxes or assessments against any property owned by Lessor at and including the Site. Lessee agrees to pay all such taxes which are assessed against the Lessee at this location for equipment the Lessee owns. Further Lessor is not responsible for any tax or assessments incurred at this location by the Lessee.

10. Liabilities and Indemnification. Lessee shall at all times comply with all laws and ordinances and rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, height, location, use, operation, and removal of its equipment, antenna systems, and other alterations or improvements authorized herein, and shall fully indemnify Lessor against any loss, cost or expense which may be sustained or incurred by Lessor as a result of Lessee's installation, operation or removal of said antenna system. Except as a result of its negligent or willful acts, or those of its agents or employees, neither party shall be liable to the other party for any losses, damages, cost and/or expenses suffered or incurred by any third party.

11. Condition of Site. Upon expiration, cancellation or termination of this Lease, Lessee will have the right to remove its equipment, antenna systems, fixtures and structures from the Site and Premises at the Lessee's cost and expense. Title to all such equipment, fixtures and structures shall remain with Lessee. Lessee shall surrender the Premises in substantially the same condition as received, except for ordinary wear and tear and/or damages due to causes beyond Lessee's control.

12. Government Approval. This lease is valid only if the intended uses of the Site by Lessee are permitted by all local, municipal and governmental zoning ordinances applicable to this Site. Lessor agrees to provide reasonable cooperation and assistance to Lessee in obtaining all other permits or approvals required by governmental or regulatory agencies arising out of the intended use of the property by Lessee, with any expenses to be paid by Lessee.

13. Notices. Any notice or demand required or permitted to be given or made hereunder shall be sufficiently given or made if by certified mail, postage prepaid and return requested, overnight courier or hand delivery addressed to the party at the address set forth on Page 1 of this Agreement. Any such notice or demand shall be deemed to have been given or made three (3) days after it is deposited in the United States Postal Service,

if mailed, and upon receipt if couriered or hand delivered. Either party may from time to time designate any other address for this purpose by giving written notice thereof to the other party.

14. Default. Failure by any party to perform any obligation under this lease shall not constitute default, unless the party gives written notice of such failure to the other party and the other party fails to correct such failure within thirty (30) days of that notice.

15. Assignment and Subleasing. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, transferees and permitted assignees. Lessee shall not at any time assign this Lease or to sublet the Premises, or any part thereof, provided the Lessee shall first obtain Lessor's written consent thereto, which consent will not be unreasonably withheld or delayed; provided, further however, this Lease may be assigned, or the Premises may be sublet, without Lessor's consent, to any corporation which is a parent, subsidiary or affiliate of Lessee. For the purpose of this Section, a "parent" shall mean a corporation which owns not less than fifty-one (51) percent (%) of the outstanding stock of Lessee, a "subsidiary" shall mean any corporation not less than fifty-one (51) percent (%) of whose outstanding stock shall be owned by Lessee, and an "affiliate" shall mean any corporation not less than fifty-one (51) percent (%) of whose outstanding stock shall be owned by Lessee's parent. Upon such assignment of subletting to a parent, subsidiary, or affiliate of Lessee, such assignee or subtenant shall succeed to all rights and options (including renewal options) of the Lessee hereunder.

16. Relocation of Equipment. Lessor will not require Lessee to relocate its equipment on the Site in the way that will cause deterioration of Lessee's radio signal.

17. Marking and Lighting Requirements. Lessor acknowledges that it shall be responsible at Lessor's sole cost and expense, for compliance with all tower or building marking and lighting requirements which may be required by the Federal Aviation Administration ("FAA") or the Federal Communications Commission ("FCC"). Lessor shall indemnify and hold harmless Lessee from any fines or liabilities caused by Lessor's failure to comply with such requirements.

18. Prior negotiations. This agreement constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations, and agreements.

19. Amendment. No revision of this Agreement shall be valid unless made in writing and signed by Lessor and Lessee or the authorized agent(s).

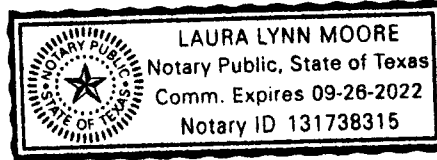
IN WITNESS WHEREOF, The parties have executed this Agreement, effective as of the date set forth below.

DATED: OCTOBER 12, 2020 LESSOR: COUNTY OF MONTAGUE

BY: [Signature] TITLE: COUNTY JUDGE

ACKNOWLEDGEMENTS

State of TEXAS
County of MONTAGUE
On this date OCTOBER 12, 2020



Before me personally appeared KEVIN BENTON to be known to be the person who executed the foregoing instrument, and acknowledged that he or she executed the same as his or her free act and deed. In testimony whereof I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last written above.

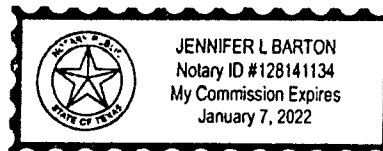
My commission expires: 9-26-2022 Notary Public Laura Lynn Moore

DATED: 9/25/2020 LESSEE: Comcell

BY: [Signature] TITLE: President

ACKNOWLEDGEMENTS

State of Texas
County of Montague
On this date 9/25/2020



Before me personally appeared Clifford Humpert to me known to be the person who executed the foregoing instrument, and acknowledged that he or she executed the same as his or her free act and deed. In testimony whereof I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last written above.

My commission expires: 1-7-22 Notary Public: Jennifer L Barton