

Ground Lease Agreement

This Ground Lease Agreement made and entered this 18th day of March 2024, by and between (Lessor) Town of Mason with an address of 12157 Main St., Mason, TN 38049 and (Lessee) RURAL CONNECT LLC with its principal offices at 1378 N. Cavalier Drive Alamo, TN 38001

Witnesseth:

Whereas Lessor owns a Property and Lessee desires to lease a portion of that Property for the installation, operation, and maintenance of a telecommunications tower; and

Whereas it is deemed advisable and mutually advantageous to each of the contracting parties to set forth the terms and conditions under which Lessee may lease the tower site of Lessor.

Now, therefore, in consideration of the agreements by the parties as hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. Lessor hereby provides an area ("Premises") for the location of a tower site at the following property:

for the installation of a tower that will be used in the operation of a mobile radio system and other directly related communications. Such operations shall be in accordance with the standards from time to time imposed by the Federal Communications Commission and any other body with authority over such operations.

2. The term of this Lease shall commence upon the 1st day of April 2024 and shall continue thereafter for Ten (10) years. At the end of the term, Lessee shall have the right to extend the Lease for three (3) five (5) year extensions by giving notice to Lessor of its intent to extend within 90 days of the expiration. If the Lessee does not give notice to extend the term, the Lease will be extended from month to month until terminated by either party by giving sixty (60) days notice in writing of its desire to terminate same. Lessee may terminate this lease at any time on 30 days' notice to Lessor.

3. Lessee shall maintain the Premises during the term of this Lease and any extensions thereof and shall remove the equipment upon termination of this Lease. Lessor agrees to provide 24-hour access to Lessee, its agents, or employees to maintain, modify or use the Premises for any reasonable purpose.

4. Lessee shall have the right to replace, modify, or upgrade the tower or other equipment at the Premises to support equipment required to continue providing competitive rural broadband communications.

5. Lessor shall provide utility access and easements to the Premises for the Lessee's operation of Premises for no additional consideration. If adequate standby power is not available, Lessee may

install self-contained DC battery backup at Tower Site. Lessee will be responsible for bringing any utilities to the Premises.

6. Lessor shall pay all real estate taxes, assessments or levies assessed or imposed against the land on which the tower is located, Lessee shall pay all taxes which may be assessed against tower.

7. Lessee shall pay to Lessor \$ 120.00 (One Hundred Twenty Dollars) per month beginning on the first of the month immediately following the date that construction of the tower is completed, or if tower is already constructed, upon Lessee's possession of the Premises ("Start Date").

8. Lessee agrees to indemnify and hold harmless Lessor from all claims for damage for injuries to or death of persons and for damage to property arising out of or in connection with Lessee's use and/or occupancy of the Premises unless due to Lessor's negligent acts or omissions. Lessor agrees to do the same for Lessee.

9. Lessee may assign all of its rights in the Agreement to a legal entity which is a subsidiary or affiliate of or successor in interest to with written notice to Lessor.

10. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. This Lease may not be modified, altered, terminated, or orally discharged, but only by an agreement in writing signed by the parties hereto other than under Section 2 above.

12. This Lease shall be construed and interpreted under the laws of the State of Tennessee.

In Witness Whereof, the parties have caused this Lease to be executed as of the date first above written.

LESSOR:

Date: _____

Title: Owner

LESSEE: RURAL CONNECT

Lessee: _____

Date: _____

Title: _____