



LAND LEASE AGREEMENT

COMMENCEMENT DATE:	October 1, 2019		
HOST:	David Tharp		
Host Notice Address:	1219 Quail Creek Peabody, KS 66866		
TENANT:	Skybeam, LLC dba Rise Broadband, on behalf of itself and its subsidiaries		
Tenant Notice Address:	61 Inverness Drive E, Suite 250 Englewood, CO 80112 Attn: Contract Administration		
PROPERTY:	Descriptor: 12x12' parcel (See attached Exhibit A)		
	Address: 1219 Quail Creek Peabody, KS 66866		
INITIAL TERM:	Five (5) years		
RENEWAL TERMS:	Ten (10) terms of One (1) year each		
MONTHLY PAYMENT:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$300.00	
Payment Address: (if different from notice address)	1219 Quail Creek Peabody, KS 66866		
Complimentary Internet Account	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Include VoIP? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	# of Accounts: <u>1</u>

- 1. THIS LAND LEASE AGREEMENT** (the "Agreement") is made as of the date of last signature, by and between Host and Tenant. Capitalized Terms used herein shall have the definition as set forth above or as otherwise defined herein. Host is the owner of the Property, which Host shall lease unto Tenant a portion of the Site to construct a tower with access located thereon (the Property and the Structure are, collectively, the "Site"). Tenant desires to use the Site for the purpose of installing, operating, and maintaining wireless data communications equipment. In consideration of the mutual covenants, terms and conditions herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:
- 2. LEASE.** Host does hereby lease to Tenant the exclusive right to install, maintain, and operate wireless data and radio communications equipment (the "Equipment") at the Site. Host shall provide utilities, including electricity, necessary to operate Tenant's Equipment. The Equipment shall remain the exclusive property of Tenant and shall not be considered fixtures. Host agrees that Tenant shall have 24/7 access to the Site for the purpose of installing and maintaining the Equipment and Host shall grant Tenant the necessary easement for means of access to the Site. This Agreement shall "run with the land" and shall not be affected by any transfer of ownership or control of the Property and any successor owner of the Property shall assume the rights and obligations of this Agreement. Upon a change in ownership of the Property, a copy of document(s) evidencing such change and an IRS Form W-9 for the new owner shall be provided to Tenant within thirty (30) days of such transaction.
- 3. TERM.** The Term of this Agreement shall begin on the Commencement Date and shall continue for the Initial Term. This Agreement shall automatically renew for the Renewal Term(s) unless Tenant notifies Host in writing of its intention not to renew this Agreement at least thirty (30) days prior to the end of the then-existing Term. Tenant may terminate this Agreement without further liability upon thirty (30) days prior written notice to Host due to (i) changes in local, state, or federal laws or regulations which adversely affect Tenant's ability to operate, or (ii) technical or economic reasons. Upon expiration or termination of this Agreement for any reason, Tenant will remove its Equipment within ninety (90) days and restore the Site to its original condition, notwithstanding reasonable wear and tear.
- 4. PAYMENTS.** Tenant will pay to Host the Monthly Payment on or before the 5th of each month during the Term. If Tenant is providing a Complimentary Internet Account to Host, such internet access will be provided through Tenant's existing wireless internet network with services up to 20x20mgb or the premium residential account offered by Tenant to its customers. In the event Tenant removes its Equipment and ceases transmissions from the Site prior to the expiration or termination of the Term, the Complimentary Internet Account may cease as of the date Tenant ceases transmissions.

5. **DUTIES OF TENANT.** Tenant agrees to: (i) construct, improve, maintain, upgrade, add and/or repair the Equipment, at its sole expense; (ii) maintain the portion of the Site where the Equipment is located in as good condition as reasonable use will permit; (iii) manage and operate the Equipment in a reasonable manner and conduct all its activities on the Site in compliance with all applicable laws; (iv) keep the Site free of mechanics and materialmen's liens, and (v) not cause measurable interference to the equipment of the Host, or if applicable, previously-existing tenants of the Site.
6. **DUTIES OF HOST.** Host agrees to: (i) permit Tenant or its agents, representatives, or employees to enter the Property at any time (i.e., full time access 24/7 365 days) to install, repair, upgrade, operate, inspect, alter, and maintain the Equipment; (ii) not use or permit the use of the Property in a manner which unreasonably interferes with the operations of Tenant, subject to the other provisions hereof; (iii) maintain the Structure in good working condition and in compliance with all applicable laws or regulations; and (iv) to not allow any other wireless operators to operate on the Property. This would include wireless internet operators using any frequency either known or unknown including: the 900 MHz, 2.4 GHz, 3.5 GHz, 3.65 GHz, 5-5.9 GHz UNII, 11 GHz, 18 GHz and all other ISM bands. Further, Host warrants that it is either the owner of the Property, trustee of the Property, or otherwise has the due authority to enter into this Agreement.
7. **DEFAULT.** In the event there is a default by a party with respect to any of the provisions of this Agreement or its obligations under it, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have thirty (30) days to cure any such default. If a party fails to cure such default, in addition to any other available remedies, the non-defaulting party may terminate this Agreement upon notice to the defaulting party. Notwithstanding anything to the contrary, Host must notify Tenant of any monetary default within twelve (12) months of the date on which such default took place. Notwithstanding anything to the contrary, neither party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure is due to an act of God or other circumstances beyond the reasonable control of the affected party.
8. **NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail or commercial courier with return or delivery receipt requested, sent to the notice address listed above or any other address that a party may designate from time to time.
9. **MISCELLANEOUS.** This Agreement shall constitute the entire agreement between the parties and supersedes all prior oral or written communications or agreements of the parties with respect to the matters contained herein. Any waiver of any right included in this Agreement must be in writing and signed by the party whose rights are being waived; the failure of either party to enforce or seek enforcement of the terms of this Agreement following any default or breach shall not be construed as a waiver of such right. No change, amendment or modification of any provision of this Agreement shall be valid or binding on either party unless set forth in a written instrument signed by both parties. The invalidity under applicable law of any provision of this Agreement shall not affect the validity of any other provision of this Agreement. This Agreement and the performance thereof shall be governed, interpreted, and regulated by the laws of the State of Colorado, without regard to its conflict of law provisions. This Agreement may be executed in counterparts (including by facsimile or authenticated electronic transmission), each of which shall be deemed an original and all of which together shall constitute one and the same document. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, INCLUDING LOST PROFITS OR REVENUES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, EITHER PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the latest dated signature below and acknowledge that they have read, understand, and agree to uphold the terms and provisions above.

Tenant:
Skybeam, LLC dba Rise Broadband
Bret Westwood
By: _____
Name: Bret Westwood
Title: SVP, Network Deployment & Operations
Date: 09/18/2019

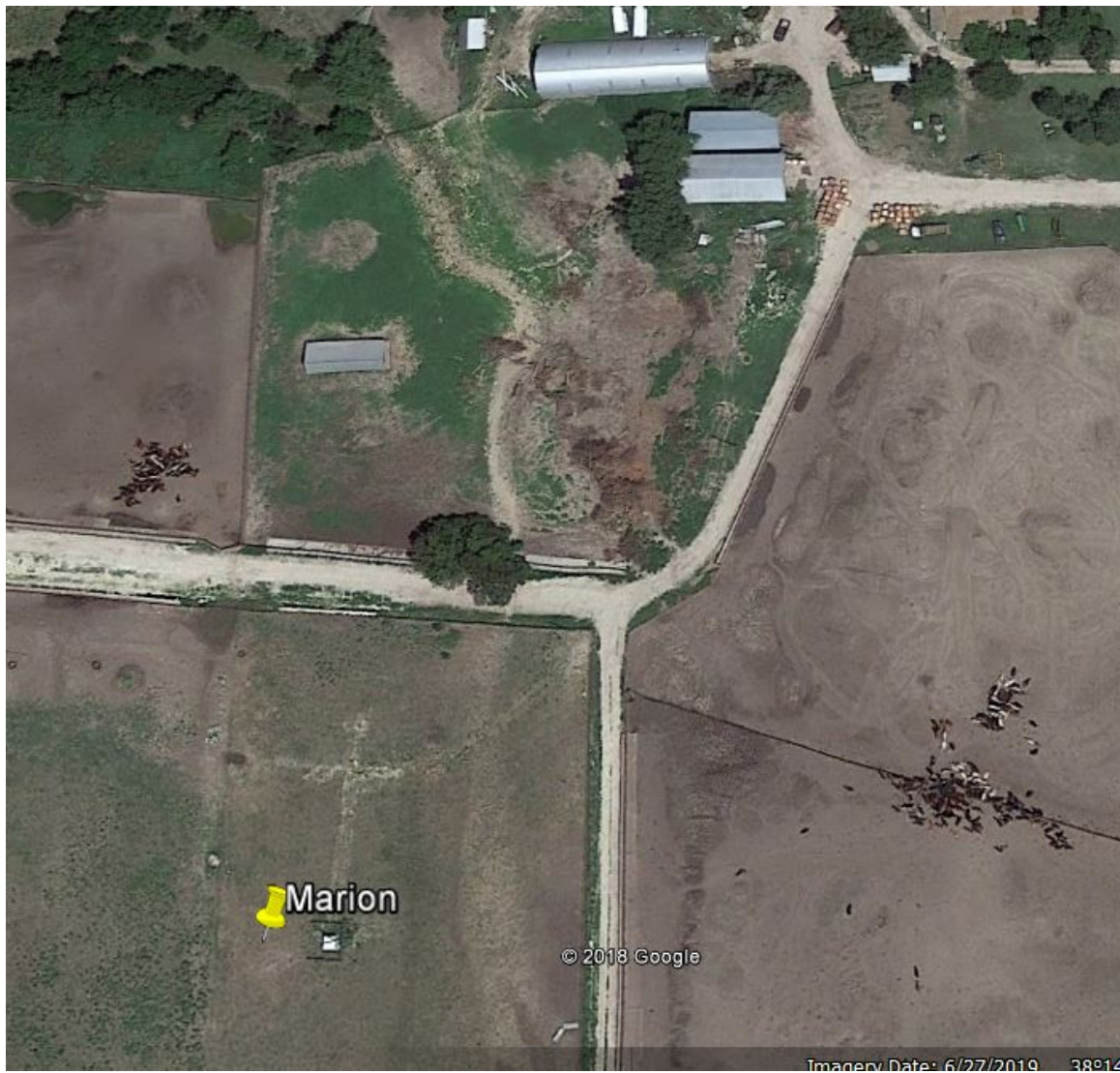
Host:
David Tharp
David Tharp
By: _____
Name: David Tharp
Title: Host
Date: 09/16/2019

EXHIBIT A. Description of Site and Property

Property is located at **1219 Quail Creek, Peabody, KS 66866**

Site will be a 12' x 12' area located on Property as indicated below.



NAD83 Coordinate location of the Site is Lat: 38.248040 Long: -97.062435



Signature Certificate

Document Ref.: 7DB3G-59ERH-MZ7BH-JPZT3

Document signed by:

	<p>David Tharp Verified E-mail: tharpdave@yahoo.com</p> <p>IP: 174.234.12.165 Date: 16 Sep 2019 18:14:36 UTC</p>	<p><i>David Tharp</i></p> 
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Document completed by all parties on:
16 Sep 2019 18:14:36 UTC

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Signature Certificate

Document Ref.: XQM5A-JGGUY-DACDO-2YIKI

Document signed by:

	<p>Bret Westwood</p> <p>Verified E-mail: bwestwood@risebroadband.com</p> <p>IP: 199.26.61.62 Date: 18 Sep 2019 22:46:53 UTC</p>	<p><i>Bret Westwood</i></p> 
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