

TOWER AND GROUND LEASE AGREEMENT

THIS TOWER AND GROUND LEASE AGREEMENT ("Lease") is made and entered into as of December 17, 2019, by and between XXXXXXXXXXXXXXXXXXXXXXXXXXXX("Landlord") and Rural Solutions LLC, a Tennessee Limited Liability Company ("Tenant").

1. **Premises:** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, space on a tower structure owned and operated by Landlord and certain land (collectively, the "Premises"), namely said tower XXXXXXXXXXXXX being located at XXXXXXXXXXXXXXXXXXXX Cumberland County, Tennessee (the "Tower"). The space on the Tower is that area used to attach antennae. The land is the surrounding tract of land upon which a communication shelter is to be built, together with easements on property for access, parking, utilities, inspection, maintenance, installation, construction, operation, repair, removal, and placement at, from, of, and on the Tower and the tract of land for the communication shelter. SEE ATTACHMENT A
2. **Use:** Tenant has the sole right to use the Leased Premises for the purpose of installing, constructing, maintaining, upgrading, repairing, operating, inspecting, and removing a communications shelter for services as a telecommunications company. Tenant, or its agents or contractors, may construct, install, operate, maintain, upgrade, repair, remove, and operate the telecommunications and associated equipment and communication shelter at, on, under, and/or in the Leased Premises.
3. **Term:**
 - (a) **Primary Term:** The Primary Term of this Lease shall be for five (5) years, and shall commence on the date that Tenant begins construction of the communications shelter, and shall terminate at 11:59 p.m. on the date preceding same five (5) years later, unless sooner terminated as provided herein.
The tenant shall begin construction and installation on or before January 1, 2020.
 - (b) **Extended Terms:** Tenant is granted the option to extend the Primary Term of this Lease for three (3) additional periods of five (5) years each ("Extended Term") provided Tenant is not then in default. Each of Tenant's options to extend must be exercised by Tenant giving written notice to Landlord within thirty (30) days of the expiration of the then current term. The landlord reserves the right to increase the rent at the commencement of each extended term and any such increase negotiated by the Landlord and the Tenant shall not exceed the percentage increase prescribed by law.
4. **Rent:**
 - (a) **Base Rent:** Tenant agrees to pay Landlord, as Base Rent for the Leased Premises, the annual sum of \$1,800.00, payable in monthly installments of \$150 by the 1st day of the month each and every calendar year during the Primary Term and Extended Term to Landlord.
 - (b) **Annual Bonus:** Tenant agrees, beginning July 1, 2020, to hold in escrow \$1.50 for each subscriber in Tower viewshed on a monthly basis. Accrued amount will be paid to Landlord no

later than December 31, 2020 and no later than the 31st day of December of each succeeding year of lease term.

- (c) **Additional In-Kind Rent:** Tenant will provide Tier 1 wireless internet service to the XXXXXXXXXXXXXXXXXXXXXXXXXXXX office at no cost.
- (d) **Checks** shall be made payable to Landlord and mailed to the following address:
- (e) **Prorated Rent:** Rent for any period during the term which is less than one year shall be prorated based on a three hundred sixty-five (365) day year.

5. Access and Utilities: Tenant and its employees, agents, contractors, and utility companies are hereby given and granted easement for ingress, egress, and regress to and from the Leased Premises and easements over, under, upon, and across the Tower and adjoining lands and rights-of-way owned by Landlord on a twenty-four (24) hour daily basis for the purpose of erection, installation, operation, inspection, repair, maintenance, and removal of the Communications Facility and other necessary appurtenances and an easement thereon for telephone lines, power lines, cables, and wires used in connection with the communications shelter ("Access Easement"). Such easements for ingress, egress, and regress and such easement for utilities shall be over existing roads, parking lots, and/or roads on the property.

Landlord grants to Tenant and to such power or telephone company as tenant shall designate a temporary license to use the leased areas described on Exhibit A, for the installation, operation, inspection, maintenance, and repair of such utilities that may be reasonably necessary, from the point of connection with the utility companies' distribution networks to the communications shelter. Said temporary license shall expire and terminate upon expiration, default, or other termination of the lease agreement.

6. Notice: All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered, or express mail, return receipt requested postage prepaid, United States mail, and addressed to the applicable party as follows.

Rural Solutions, LLC
519 West Avenue
Crossville, TN 38555

A party may change its address to which any notice or demand may be given by written notice thereof to the other party.

7. Liability and Indemnity: Tenant agrees to indemnify and save the Landlord and its Commissioners, officers and its agents and employees harmless from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any negligent act, negligent omission, or intentional tort of Tenant or Tenant's agents, employees, or contractors occurring during the term of

this Lease in or about the Leased Premises. Tenant agrees to use and occupy the Leased Premises at Tenant's own risk and hereby releases Landlord, its agents and employees from all claims for any damage or injury to persons or property to the full extent permitted by law. It is understood and agreed, however, that this hold harmless and indemnification does not apply to damage or injury to persons or property caused by the sole negligence of Landlord, its officers and its agents and employees. Tenant further agrees that all installation of equipment on Tower be completed by a licensed, insured installer. See ATTACHMENT B FOR PROOF OF INSURANCE.

8. Termination:

- (a) Tenant has the right to terminate this Lease at any time upon any of the following events:
 - (i) By Tenant for any reason or no reason at all upon thirty (30) days written notice from Tenant.
 - (ii) If the approval of any agency, board, court, or other governmental authority necessary for the construction and/or operation of the communications shelter cannot be obtained, or is revoked, or if Tenant determines the cost of obtaining such approval is prohibitive; or,
 - (iii) If Tenant determines that the Leased Premises is not appropriate for locating the communications shelter for technological reasons, including, but not limited to, signal interference.
 - (iv) If the Landlord allows any other telecommunications entity the right to install equipment on the tower or Leased Premises in violation of this agreement
- (b) Landlord has the right to terminate this Lease upon any of the following events:
 - (i) If Landlord, in its sole discretion based on sound engineering principles, determines that the Tower has become structurally unsound; or
 - (ii) If Landlord, in its sole discretion based on sound fiscal and engineering principles determines that the Tower should be withdrawn from use as a water storage facility; or,
 - (iii) If Landlord, in its sole discretion based on sound engineering principles determines that the Tower has become hazardous or dangerous to persons or property due to an Act of God.
- (c) Tenant will give Landlord thirty (30) days written notice of termination of this Lease under the terms of Section 8(a) and Landlord will give Tenant six (6) months' written notice of termination of this Lease under the terms of Section 8 (b) (i) and (ii). Landlord will give Tenant two (2) month's written notice of termination of this Lease under the terms of Section 8 (b) (iii).

9. Default: Tenant shall not be in default under this Lease until thirty (30) days after receipt of written notice from Landlord specifying Tenant's failure to comply with any material provision of this Lease, which failure is not cured within said thirty (30) days; provided, however, where such default cannot reasonably be cured within thirty (30) days, Tenant shall not be deemed to be in

default under this Lease if Tenant commences to cure such default within said thirty (30) days and thereafter diligently pursues such cure to completion.

In the event of Tenant's default in the payment of rentals or in Tenant's failure to comply with any other material provision of this Lease, Landlord may, at its option, terminate this Lease without affecting its right to sue for all past due rentals and any other damages to which the Landlord may be entitled.

In the event of Landlord's failure to comply with any material provision of this Lease, which failure is not cured within thirty (30) days after receipt of written notice thereof from Tenant (provided, however, where any such default cannot reasonably be cured within thirty (30) days, Landlord shall not be deemed to be in default under this Lease if Landlord commences to cure such default within said thirty (30) days and thereafter diligently pursues such cure to completion), Tenant may, at its option, terminate this Lease. Notwithstanding the foregoing, in no event shall Landlord's right to cure exceed sixty (60) days after notice of failure to comply with this Lease.

- 10. Insurance:** Tenant, at its expense, shall strictly ensure that only licensed, insured installers have access to climbing the Tower for repairs, and maintenance. SEE ATTACHMENT B. Tenant will carry general liability insurance of no less than \$2,000,000. SEE ATTACHMENT C.
- 11. Fixtures:** Landlord covenants and agrees that no part of the improvements constructed, erected, or placed by Tenant on the Leased Premises or other real property owned by Landlord shall be or become, or be considered as being, affixed to or a part of Landlord's real property; and any and all provisions and principles of law to the contrary notwithstanding, Landlord specifically intends to covenant and agree and does hereby covenant and agree that all personal property and improvements of every kind and nature constructed, erected, or placed by Tenant on the Leased Premises, or other real property owned by Landlord, shall be and remain the property of Tenant despite any default or termination of this Lease and may be removed by Tenant.
- 12. Assignment and Subletting by Tenant:** Tenant may, with landlord's written consent (which shall not be unreasonably withheld), assign or sublet any or all of Tenant's interest in this Lease, any part thereof, the leaseholder's interest of Tenant created hereby and/or any or all of Tenant's right, title, and interest in and to any or all of the communications shelter. Any said assignee or sub lessee of this Lease shall be bound by the terms of this Lease. No language in this Section will release Tenant from its obligations pursuant to this Lease for the term remaining at the time of any assignment or subletting consented to by Landlord.
- 13. Permits:** Landlord acknowledges that following the execution of this Lease, Tenant will be contacting the appropriate local governmental agencies for the purpose of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits, and other governmental permits and approvals (collectively, "Permits") necessary for the construction, operation, and maintenance of the communications shelter. Landlord agrees to execute and deliver any applications, maps, certificates, or other documents and to provide such other information that may be required in connection with Tenant's obtaining the Permits. Notwithstanding the foregoing,

Landlord does not guarantee that zoning is now proper for the construction of the communications shelter.

14. Title: Landlord represents and warrants to Tenant that Landlord has good and marketable title to the Leased Premises, Access Easement, and Utility Easement, free and clear of all liens, encumbrances, and exceptions. Landlord shall warrant and defend the same to Tenant against the claims and demands of all persons and entities.

15. Other Conditions and Provisions:

- (a) Tenant covenants and agrees that Tenant's antennas and the installation, operation, and maintenance thereof will not unreasonably interfere with the Landlord's maintenance, operation and repair of the Tower and its lighting system and water system to said end, Tenant shall cooperate with Landlord's maintenance, painting, and sandblasting of the Tower by removing, at Tenant's expense, Tenant's antennas from the Tower as necessary to facilitate said maintenance, painting, and sandblasting provided that, if such removal for said maintenance, painting, and sandblasting is necessary, Landlord shall give Tenant thirty (30) days' notice of same.
- (b) During the term of this Lease and its extensions, Landlord will not give, grant, or convey any future interest in or lease, license, or permission to use the Leased Premises, Access Easement, or Utility Easement to any other telecommunications entity.
- (c) Landlord shall comply with all local, State, and Federal laws, rules, and regulations required by it to be performed as Landlord hereunder and owner of the Tower.
- (d) Tenant shall comply with all local, State, and Federal laws, rules, regulations required by it to be performed as Tenant hereunder.

16. Entire Agreement and Binding Effect: This Lease and any attached exhibits constitute the entire agreement between Landlord and Tenant; no prior written promises, or prior contemporaneous, or subsequent oral promises or representations, shall be binding. This Lease shall not be amended or changed except by written instrument signed by the parties hereto. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

17. Governing Law: This Lease shall be governed by the laws of the State of Tennessee

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the date and year above written.

**SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:**

(Unofficial Witness)

Notary Public

My commission expires:

[NOTARY SEAL]

**SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:**

(Unofficial Witness)

Notary Public

My commission expires:

[NOTARY SEAL]

LANDLORD:

By: _____

ATTEST: _____

TENANT:

Rural Solutions LLC,
a Tennessee Limited Liability Company

By:

David E. Williams
Owner/President