

CITY OF JOHNSON CITY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSON CITY APPROVING AND AUTHORIZING EXECUTION OF THE FOURTH AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY AND RISE BROADBAND; AND PROVIDING FOR AN EFFECTIVE DATE

RECITALS

WHEREAS, the City Council of the City of Johnson City ("City") entered into that certain "License Agreement" dated May 21, 2013 ("Agreement"), and subsequently amended February 13, 2014, April 1, 2014, and August 13, 2015, whereby the City leases to Skybeam Inc., now d/b/a/ Rise Broadband ("Lessee"), a portion of the municipal Water Tower for the installation of equipment for internet services; and

WHEREAS, the City as Lessor, and Lessee desire to renew the Agreement and to amend certain provisions of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Johnson City:

- Section 1. The foregoing recitals are adopted as facts and are incorporated fully herein.
- Section 2. The City Council hereby approves the *Fourth Amendment to Lease Agreement between the City of Johnson City and Rise Broadband*, attached hereto as "Exhibit A", and incorporated fully herein for all intents and purposes.
- Section 3. The City Council authorizes the Mayor of the City to execute the Agreement on behalf of the City.
- Section 4. This Resolution and the Agreement shall be effective immediately upon approval.

PASSED AND APPROVED this, the _____ day of _____, 2021, by a majority vote of the City Council of Johnson City, Texas.

CITY OF JOHNSON CITY, TEXAS

Rhonda Stell, Mayor

Attest:

Rick Schroder,
Chief Administrative Officer and City Secretary

Fourth Amendment to Lease Agreement

between the

City of Johnson City

and

Rise Broadband

Effective _____, 2021



FOURTH AMENDMENT TO LEASE AGREEMENT
between the
CITY OF JOHNSON CITY AND RISE BROADBAND

THIS FOURTH AMENDMENT (the “Amendment”) is made, entered into, and effective as of **May 4, 2021** (“Amendment Effective Date”), between the **City of Johnson City, Texas (“City”) and Skybeam, LLC, a Colorado limited liability dba Rise Broadband**, also known as AirCanopy Internet Services, Inc., on behalf of itself and its subsidiaries (“Lessee”), collectively the Parties.

RECITALS

A. City and Lessee are parties to that certain License Agreement dated May 21, 2013 (“Original Agreement”), as amended by the First Amendment to Lease dated February 13, 2014, Second Amendment to Lease dated April 1, 2014 and Third Amendment to Lease Agreement dated August 13, 2015 (collectively, the “Agreement”) whereby City granted to Lessee certain rights to use of a certain portion of the municipal Water Tower located on Lady Bird Lane, more specifically described as Ranchers Estates, Blk 1, Lot 04A, Acres 0.57 and BCAD Property ID No. 15251; and

B. City and Lessee desire to amend the Original Agreement to modify certain provisions of the Agreement, including the term, lease, and utility payments.

NOW, THEREFORE, 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, City and Lessee hereby agree to amend the following sections of the Original Agreement as follows:

- 1. Recitals.** The foregoing Recitals are incorporated herein for all purposes.
- 2. Section 2. Term** is amended to add the following:

The Agreement is renewed for Five (5) years (“Renewal Term”) effective as of May 4, 2021. This Agreement shall automatically renew one (1) additional term of Five (5) years, unless the City or Lessee notifies the other Party in writing of its intention not to renew this Agreement at least ninety (90) days prior to the end of the Renewal Term.

- 3. Section 3. License Fee, Sections 3a and 3b** are revised in their entireties and amended to read as follows:
 - a.** In consideration for Lessee’s use of the Property, Lessee will pay the City, beginning as of the first of the month following the Amendment Effective Date, the monthly lease payment of **\$1,111.06 for up to 8 antennas and \$100.00 afterwards for each additional antenna**. The removal of an antenna without a replacement will, in turn, reduce the rent by \$100.00 per month. The addition of an antenna will, in turn, increase the rent by \$100.00 per month. The monthly lease payment includes the estimated cost of electricity of \$25.00 (an increase to the estimated electricity cost outlined in Section 10 of the Agreement). The monthly lease payment and antenna charge, if applicable, shall increase by 4.5% annually, calculated and implemented on the anniversary date of the contract year of the Agreement.

b. Each lease payment is due the first of each month and shall be made on or before the 15th day of each month. Lessee's failure to make a timely payment shall constitute a default.

4. Section 6. Installation of Equipment is amended to add new subsection 6d as follows:

d. Lessee shall be allowed to modify its equipment at the Property as follows:

- Add: (3) Cambium 450M antenna sectors
- Remove: (1) Canopy 3' Cyclone APC100
- (5) MTI 450ghz antenna sectors

5. Section 10. Utilities is amended to provide for a one-time payment for the period as described herein:

Within thirty (30) days of the Amendment Effective Date, Lessee will submit a one-time payment equal to \$970.00 for the estimated electricity cost for the time period beginning from the Commencement Date of May 1, 2013 until the Amendment Effective Date.

6. Section 23. Notices is amended to provide updated addresses for notice as follows:

To the City: Chief Administrative Officer
 PO Box 369 (Mailing)
 303 E. Pecan Dr. (Physical)
 Johnson City, TX 78636

To Lessee: Rise Broadband
 61 Inverness Dr. E, Suite 250
 Englewood, CO 80112
 Attn: Contract Administration

7. Effect of Fourth Amendment. Except as specifically provided in this Fourth Amendment, the terms of the Original Agreement, as amended by the First, Second, and Third Amendments, continue to govern the rights and obligations of the Parties, and all terms of the Agreement, as amended, remain in full force and effect. In the event of conflict or inconsistency between this Fourth Amendment and the Agreement, this Fourth Amendment will control and modify the Agreement.

IN WITNESS WHEREOF, City and Lessee have duly executed this Fourth Amendment as of the latest dated signature below and acknowledge that each has the authority to enter into this Agreement, and have read, understand, and agree to uphold the terms and provisions stated herein.

Lessee:
Skybeam, LLC dba Rise Broadband

City:
City of Johnson City, Texas

By: _____
Name: Mark Meisner
Title: CFO
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

LICENSE AGREEMENT

THIS LICENSE AGREEMENT entered into as of this 21 day of May, 2013, by and between the City of Johnson City, Texas, hereinafter referred to as the "City", and, Aircanopy Internet Services, LLC DBA Skybeam, Inc. hereinafter referred to as the "Licensee".

BACKGROUND

A. The "City" is the owner of certain parcel of land located in Johnson City, Texas, legally described on the attached Exhibit "A" (the "Premises"), on which municipal water tower (the "Water Tower") is located.

B. "Licensee" desires approval to allow the installation and operation of certain Antenna Equipment, as approved by the City, and connecting cables (collectively, the "Equipment") on the top of the "Water Tower" on the "Premises", and a space not greater than 6 ft sq below the tower for an equipment box and appurtenances for use in connection with its communications business.

C. The City has agreed to provide Licensee a license to install and operate the Antenna Equipment in accordance with and subject to the terms and conditions of this Agreement.

D. Accordingly, the parties are entering into this License Agreement on the terms and conditions set forth below.

AGREEMENT

In consideration of their mutual covenants as set forth herein, the parties agree as follows:

1. **Licensed Premises:** "City" hereby grants to the "Licensee" a license for the purpose of installing the "Licensee's" Antenna Equipment on a portion of the "Premises", consisting of space on the top of the Water Tower, located at 308 Lady Bird Lane, and a space no greater than 6 ft sq below the Water Tower for "Licensee's" equipment box. "Licensee" may not add additional equipment and/or Antenna Equipment from that described in Paragraph B above without the prior written approval of the "City." The Antenna Equipment shall be placed and constructed in conformance with applicable codes.

2. **Term:** This License Agreement has been executed this 21st day of May, 2013 (hereinafter referred to as "The Execution Date"). The term shall begin 1st day of May, 2013 ("The Commencement Date"), and the term of this License Agreement shall end on midnight on 30th day of April, 2014. Upon written request of "Licensee", "City" will give consideration to a future License upon terms and conditions that may be mutually agreeable to the parties.

3. **License Fee:**

a. "Licensee" shall pay "City" a monthly license fee in the amounts set forth in the following schedule.

\$200 per month Per Antenna

b. Each payment shall be due on the first day of the month commencing on May 1, 2013, and on the first day of each subsequent month thereafter of the License Agreement term.

c. "Licensee" shall pay "City" a late payment charge equal to five percent (5%) of the late payment for any payment not paid within a 10 day grace period.

4. **Use of Premises:**

a. "Licensee" shall use the "Premises" for the installation, operation, and maintenance of its Antenna Equipment for the transmission, reception and operation of a communications system and uses incidental thereto and for no other uses. Said Antenna Equipment shall not in the aggregate weigh more than two hundred (200) pounds on the "Water Tower." "City" may permit others to use other portions of each "Water Tower". "Licensee" may erect and operate the Antenna Equipment, but only based upon "Licensee" having provided plans approved by "City".

b. "Licensee" shall, at its expense, comply with all present and future Federal, State, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the Antenna Equipment and/or the "Premises". "City" agrees to cooperate reasonably with "Licensee" in obtaining, at "Licensee's" expense (including reimbursement of "City's" reasonable attorney and administrative fees),

and Federal licenses and permits required for or substantially required by "Licensee's" use of the "Premises".

c. (1) The "Licensee" shall remove its Antenna Equipment from the "Premises" upon termination of the License Agreement. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the "Premises", including use of the "Premises" by "City" or any of "City's" assignees or lessees. If, however, "Licensee" requests permission not to remove all or a portion of the improvements, and "City" consents to such non-removal, title to the affected improvements shall thereupon transfer to "City" and the same thereafter shall be the sole and entire property of "City", and "Licensee" shall be relieved of its duty to otherwise remove same.

(2) Upon removal of the improvements (or portions thereof) as provided above in sub-paragraph (1), "Licensee" shall restore the affected area of the "Premises" to the reasonable satisfaction of "City", ordinary wear and tear excepted.

(3) All costs and expenses for the removal and restoration to be performed by "Licensee" pursuant to subparts (1) and (2) above shall be borne by "Licensee", and "Licensee" shall hold "City" harmless from any portion thereof.

d. "Licensee" agrees that all installations and constructions described in this License Agreement shall be completed promptly in a neat, workmanlike manner, consistent with good engineering practices and in compliance with all applicable codes and regulations. The "Licensee" shall pay all costs of the installation, including the cost of extending electrical service to "Licensee's" equipment.

e. When the "Licensee" does any work on the "Premises", it shall, at its own cost and expense, remove any obstructions therefrom and restore the "Premises" to as good a condition as existed before the work was undertaken, unless otherwise directed by "City".

5. **Construction Standards:** "Licensee" undertakes full and complete responsibility at all times hereafter for the expenses of, and quality of, construction and compliance with all applicable Federal, State and local laws, regulations and codes, code requirements and regulations of governmental authorities having jurisdiction over the construction, including but not limited to compliance with acts affecting construction of public buildings and service areas used by public

employees, and “Licensee” agrees to remedy or correct any deficiencies with such compliance. The construction shall be processed pursuant to permit and conducted by authorized and licensed personnel and shall be performed in compliance with local and State requirements for construction activities upon public property. “Licensee” shall be responsible for all permit costs. Prior to the issuance of permits, “Licensee's” contractor shall maintain and provide “City” with evidence of each of the insurance coverages specified in Section 19 of this License Agreement, in the amounts so specified. The Antenna Equipment shall be installed on the “Premises” in a good and workmanlike manner without the attachment of any construction liens. “City” reserves the right to require “Licensee” to paint the Antenna Equipment in a manner consistent with the color of the “Water Tower.”

6. **Installation of Equipment:**

a. “Licensee” shall have the right, at its sole cost and expense, to install, operate and maintain on the “Premises”, in accordance with good engineering practices and with all applicable FCC rules and regulations, its Antenna Equipment.

b. “Licensee's” installation of all such Antenna Equipment shall be done according to plans approved by “City.” Any damage done to the Land or “Water Tower” during installation and/or during operations shall be repaired or replaced immediately at “Licensee's” expense and to “City's” reasonable satisfaction. In connection with the installation and operation of Antenna Equipment, “Licensee” shall not make any penetrations to any “Water Tower” without approval from “City”.

c. The “Licensee” shall complete the installation of the Antenna Equipment as approved by the “City” within ninety (90) days after the “Commencement Date.” The “Licensee” shall provide “City” with as-built drawings of the Antenna Equipment installed on the “Premises”, which show the actual location of all equipment and improvements within thirty (30) days after completion of construction. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property and Antenna Equipment.

7. **Maintenance:**

a. “Licensee” shall, at its own expense, maintain its Antenna Equipment in a safe condition, in good repair and in a manner suitable to “City” so as not to conflict with the use of or other leasing of a “Water Tower” by “City” and so as

not to interfere with the use of the “Water Tower” related equipment or other equipment of other Licensees.

b. “Licensee” shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antenna Equipment, and all improvements, and shall keep the same in good repair and condition during the License Agreement term.

c. “Licensee” shall keep the “Premises” free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

d. In the event the “City” or any other Licensee undertakes painting, construction or other alterations on a “Water Tower”, the “City” shall give the “Licensee” ninety (90) days prior written notice. “Licensee” shall take reasonable measures at “Licensee's” cost to cover “Licensee's” equipment, personal property or Antenna Equipment and protect such from paint and debris fallout which may occur during the painting, construction or alteration process.

e. If the “City” determines that is necessary and advisable to raise the height of the “Water Tower” for municipal purposes, the “City” shall give the “Licensee” ninety (90) days written notice prior to the commencement of the construction to raise the “Water Tower” and, the “City” shall coordinate the raising the “Water Tower” to allow the “Licensee” to protect, modify and/or move its Antenna Equipment as required by the raising of the “Water Tower”. However, in no event shall the “City” be liable or responsible for the costs to the “Licensee” for the protection, modification, and/or moving of the antenna and Antenna Equipment.

8. **Premises Access:**

a. “Licensee” shall have access to the “Premises” and the “Water Towers” subject to notice requirements to “City” in 8b, below.

b. “Licensee” shall have access to the “Water Towers” only upon twenty-four (24) hour notice to the Public Utility Director, except in emergencies situation access shall be granted by the City. Each party shall provide to the other emergency contact numbers available at all times. Said numbers shall be called immediately in case of an emergency.

9. **Co-Location:** The “Licensee” understands that the “Licensee” is being given a non-exclusive right to locate its Antenna Equipment on the “Water Tower”, and “Licensee” agrees to accommodate the co-location of other Antenna Equipment on the “Water Tower” as long as they do not materially interfere with the “Licensee's” use of its Antenna Equipment; and “Licensee” further understands and acknowledges that “Licensee” may be required to re-locate its Antenna Equipment to accommodate such location at the “City's” direction, providing that the re-location shall be at no expense to the “Licensee” and shall not materially interfere with “Licensee's” use of its Antenna Equipment.

10. **Utilities:** “Licensee” shall pay the estimated cost of electricity used by “Licensee” at the “Premises”. The initial estimated cost of electricity shall be in the amount of \$10.00 per month. The “Licensee” further expressly acknowledges that the “City” does not guarantee uninterrupted electrical service, and the “City” shall not be responsible for electrical outages or interruptions in electrical service used by the “Licensee”.

11. **License Fees and Other Charges:** “Licensee” shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by “Licensee's” use of the “Premises” as is currently required or may be required by any future “City's” tower type ordinance or similar ordinance whether hereafter passed and/or amended.

12. **Testing; Approvals; Compliance with Laws:**

a. “Licensee's” use of the “Premises” is contingent upon its obtaining all certificates, permits, zoning and other approvals that may be required by any Federal, State or local authority. “Licensee” shall erect, maintain and operate its Antenna Equipment in accordance with site standards, statutes, ordinances, rules and regulations now in effect or that may be issued hereafter by the Federal Communications Commission or any other governing bodies.

13. **Interference:**

a. “Licensee's” installation, operation, and maintenance of its Antenna Equipment shall not damage or interfere in any way with “City's” operations or related repair and maintenance activities or with such activities of other future or existing Licensees. “Licensee” agrees to cease all such actions that materially interfere with “City's” use of any of the “Water Towers” immediately upon actual notice of such interference. “City”, at all times during this License Agreement, reserves the right to take any action it deems necessary, upon written notice, in its

sole discretion, to repair, maintain, alter or improve the “Premises” in connection with its operations as may be necessary, including leasing parts of the “Water Tower” to others provided that such activities and additional Licensees shall not disturb or interfere with “Licensee's” rights hereunder and “Licensee's” ability to operate its Antenna Equipment at all times, except that “Licensee” shall reasonably cooperate with any other prior or subsequent “Licensees”.

b. Before approving the placement of Antenna Equipment, “Licensee” shall provide to “City”, at “Licensee's” expense, the gross weight of the Antenna Equipment to be placed on each “Water Tower.”

c. If “City” receives any such request, “City” shall submit or cause to be submitted, a proposal complete with all technical specifications reasonably requested by “Licensee” to “Licensee” for review for non-interference; however, “City” shall not be required to provide “Licensee” with any specifications or information reasonably claimed to be of a proprietary nature by the third party in good faith. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. “Licensee” shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by “Licensee” to the installation of the antenna or transmission equipment pursuant to said proposal. If “Licensee” gives notice of objection due to interference during such thirty (30) day period and “Licensee's” objections are verified by “City” to be valid, then “Licensee” and the proposed “Licensee” shall take steps to reduce the interference including “Licensee’s” and the proposed “Licensee’s” modifications of “Licensee’s” use and the future “Licensee’s” proposal in a reasonable manner, to substantially reduce the interference. Thereafter, “City” may proceed with the proposal. A governmental unit, office or agency may be allowed to place antenna or other communications equipment on any “Water Tower” regardless of potential or actual interference with “Licensee's” use, provided however, if “Licensee's” use of the “Premises” is materially affected, “Licensee” may terminate the License Agreement.

d. “Licensee's” use of the land and operation of its Antenna Equipment shall not interfere with the use and operation of other communication equipment on the “Water Towers”, which pre-existed “Licensee's” Antenna Equipment. If “Licensee's” Antenna Equipment causes interference with pre-existing Antenna Equipment, “Licensee” shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, “Licensee” shall immediately cease operating its facility until the interference has been eliminated. If the interference cannot be eliminated within ninety (90)

days, "City" may terminate this License Agreement. In all cases, the most recent "Licensee" Antenna Equipment shall be responsible for curing any interference caused by the installation and/or operation of its antenna or other telecommunication devices on the "Water Towers".

14. **Default and Remedies:** In the event of a default that is not timely cured as defined in 14a below, "City" may terminate this License Agreement upon written notice to the "Licensee" and/or exercise any other right it may have under this License Agreement or by operation of law.

a. It shall be a default if "Licensee" defaults in the payment the License Fee or any other sums due "City" when due, and does not cure such default within ten (10) days after written notice to "Licensee"; or if "Licensee" defaults in the performance of any other covenant or condition of this License Agreement and does not cure such other default within thirty (30) days after written notice from "City" specifying the default complained of (provided that "Licensee" should be entitled to a reasonable extended period of time in the event "Licensee" has in good faith commenced and continues to take all necessary action to cure the default but is unable to do so within thirty (30) days, provided "Licensee" continues to pay the current License Fee when due); or if "Licensee" abandons or vacates the "Premises"; or if "Licensee" is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if "Licensee" becomes insolvent.

b. In the event of a default, "City" shall have the right, at its option, in addition to and not exclusive of any other remedy "City" may have by operation of law, without any further demand or notice, to re-enter the "Premises" and proceed as set forth in paragraph 4(c) and pay "City" a sum of money equal to the total of: (a) the amount of the unpaid License Fee accrued through the date of termination.

c. If suit shall be brought by "City" for recovery of possession of the "Premises", for the recovery of any License Fees or any other amount due under the provisions of this License Agreement, or because of the breach of any other covenant, the "Licensee" shall pay to the "City" all expenses incurred therefor, including reasonable attorney fees, "Licensee's" liability for City's attorney's fees shall never exceed \$10,000 in the aggregate.

15. **Cure of Defaults:**

a. In the event of any default of this License Agreement by "Licensee", the "City" may at any time, after written notice, cure the default for the account of and at the expense of the "Licensee". If "City" is compelled to pay or elects to pay

any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the "City's" rights under this Agreement, the sums so paid by "City", shall be due from the "Licensee" to "City" on the first day of the month following the incurring of the respective expenses.

b. In the event of any default of this License Agreement by "City", "Licensee" may at any time, after notice, cure the default for the account of and at the expense of "City". If "Licensee" is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, "City's" liability shall never exceed \$10,000 in the aggregate.

16. **Optional Termination:** In addition to the termination rights set forth in other provisions of this Agreement, this License Agreement may be terminated upon written notice:

a. by "Licensee" pursuant to Section 2 of this License Agreement, if "Licensee" is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the intended Antenna Equipment or "Licensee's" business prior to the "Commencement Date" with no further liability and; or

b. by "Licensee" if, due to uncorrectable interference in technology which renders the "Premises" no longer usable or necessary in "Licensee's" business, and upon presentation of documented proof to the "City" thereof, subject to the liquidated damages specified in Section 19 below.

c. by "City" if, it determines, in its sole discretion and for any reason, to discontinue use of and to dismantle any "Water Tower", provided, that "Licensee" at its option shall be permitted to continue its occupancy and use of the "Premises" until not less than thirty (30) days prior to the scheduled demolition date of the "Water Tower", unless the "Licensee's" continued use of the "Premises" would create a compelling health, safety or welfare issue; or

d. by "City" if, it determines that any "Water Tower" is structurally unsound due to the age of the structure, damage or destruction of all or part of any "Water Tower" from any source, or other factors relating to the safe condition of the "Water Tower", or compelling health, safety or welfare reasons, provided that

there are no alternative solutions, but to require the removal of the Antenna Equipment; or

e. by either party, if “Licensee” loses any necessary license, if required, to provide service for any reason, including, but not limited to, non-renewal, expiration, or cancellation of its license, provided that termination by “Licensee” pursuant to this sub-section shall be subject to liquidated damages as specified in Section 19 below.

f. Upon termination of this License Agreement for any reason, “Licensee” shall remove its equipment, personal property Antenna Equipment, and improvements from the “Premises” on or before the date of termination.

17. **Liquidated Damages; Termination:** Notice of termination pursuant to Section 16 shall be given in writing by Certified Mail, Return Receipt Requested, and shall be effective upon receipt of such notice. All license fees paid for the License Agreement of the “Premises” prior to said termination date shall be retained by “City”. Upon such termination, this License Agreement shall become null and void and the parties shall have no further obligations to each other.

18. **Alteration, Damage or Destruction:** If any “Water Tower”, or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of the Antenna Equipment through no fault or negligence of “Licensee”, “Licensee” may elect to terminate this License Agreement upon providing thirty (30) days notice to “City”. In such event, “Licensee” shall promptly remove the Antenna Equipment from the “Premises” and shall restore the “Premises” to the same condition as existed prior to this License Agreement, reasonable wear and tear excepted. This License Agreement shall terminate upon “Licensee's” fulfillment of the obligations set forth in the preceding sentence, at which termination “Licensee” shall be entitled to the reimbursement of any License Fees prepaid by “Licensee”. “City” shall have no obligation to repair any damage to any portion of the “Premises”.

19. **Indemnity and Insurance:**

a. **Disclaimer of Liability:** “City” shall not at any time be liable for injury or damage occurring to any person or property arising out of “Licensee's” construction, maintenance, repair, use, operation, condition or dismantling of the “Premises” or “Licensee's” Antenna Equipment.

b. **“Licensee's” Indemnification:** Unless caused by the negligent or intentional acts or omissions of “City” or its agents or employees, “Licensee” shall, at its sole cost and expense, indemnify and hold harmless “City” and all associated, affiliated, allied and subsidiary entities of “City”, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys and contractors (hereinafter referred to as “Indemnitees”), from and against:

1. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the “Indemnitees” by reason of any act or omission of “Licensee”, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the “Premises” or “Licensee's” Antenna Equipment or the “Licensee's” failure to comply with any Federal, State or local statute, ordinance or regulation.

2. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the “Indemnitees” by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to “Licensee”, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the “Premises” or “Licensee's” Antenna Equipment, and, upon the written request of “City”, “Licensee” shall cause such claim or lien covering “City's” property to be discharged or bonded within thirty (30) days following such request.

3. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the “Indemnitees” by reason of any financing or securities offering by “Licensee” or its affiliates for violations of the common law or any laws, statutes, or regulations of the State of Texas or

United States, including those of the Federal Securities and Exchange Commission, whether by "Licensee" or otherwise.

4. "Licensee's" obligation to indemnify "Indemnitees" under this License Agreement shall extend to claims, losses, and other matters covered hereunder that are contributed to by the negligence of one (1) or more "Indemnitees".

c. **Assumption of Risk:** "Licensee" undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collective "Licensee" for the purpose of this section), all risk of inherent dangerous conditions, if any, on or about the "Premises", and unless caused by the negligent and intentional acts or omissions of "City" or its employees or agents, "Licensee" hereby agrees to indemnify and hold harmless the "Indemnities" against and from any claim asserted or liability imposed upon the "Indemnitees" for personal injury or property damage to any person (other than from "Indemnitee's" gross negligence) arising out of the "Licensee's" installation, operation, maintenance, condition or use of the "Premises" or "Licensee's" Antenna Equipment or "Licensee's" failure to comply with any Federal, State or local statute, ordinance or regulation.

d. **Defense of Indemnities:** In the event any action or proceeding shall be brought against the "Indemnitees" by reason of any matter for which the "Indemnitees" are indemnified hereunder, "Licensee" shall, upon notice from any of the "Indemnitees" at "Licensee's" sole cost and expense, resist and defend the same with legal counsel selected by "Licensee"; provided however, that "Licensee" shall not admit liability in any such matter on behalf of the "Indemnitees" without the written consent of "City" and provided further that "Indemnitees" shall not admit liability for, nor enter into any compromise or settle of, any claim for which they are indemnified hereunder, without the prior written consent of "Licensee".

e. **Notice, Cooperation and Expenses:** "City" shall give "Licensee" prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent "City" from cooperating with "Licensee" and participating in the defense of any litigation by "City's" own counsel.

If "Licensee" requests "City" to assist it in such defense then "Licensee" shall pay all expenses incurred by "City" in response thereto. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of

any services rendered by the "City's" attorney in connection with such suits, actions or proceedings.

f. **Insurance:** During the term of the License Agreement, "Licensee" shall (unless optional as set forth below) maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

1. Comprehensive commercial general liability insurance with minimum limits of one million dollars (\$1,000,000.00) single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all coverage for products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage;

2. At the start of and during the period of any construction, builders all risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Antenna Equipment. Upon completion of the installation of the Antenna Equipment, "Licensee" shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Antenna Equipment. The amount of insurance at all times shall be representative of the insurable values installed or constructed;

3. All policies shall be written on an occurrence and not on claims made basis;

4. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as, in combination, the limits equal or exceed those stated.

g. **Named Insureds:** All policies, shall specifically name "City", including generally all associated, affiliated, allied and subsidiary entities of "City", now existing or hereafter created, and their respective officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds"). Each policy which is to be endorsed to add "Additional Insureds" hereunder, shall contain cross-liability wording, as follows:

“In the event of a claim being made hereunder by one (1) insured for which another is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder”.

h. **Evidence of Insurance:** Certificates of insurance required to be obtained by “Licensee” in compliance with this paragraph, shall be filed and maintained with “City” annually during the term of the License Agreement. “Licensee” shall immediately advise “City” of any claim or litigation that may result in liability to “City”.

i. **Cancellation of Policies of Insurance:** All insurance policies maintained pursuant to this License Agreement shall contain the following endorsement:

“At least thirty (30) days prior written notice shall be given to “City” by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in this paragraph of the License Agreement”.

20. **Hazardous Substance Indemnification.** “Licensee” represents and warrants that its use of the “Premises” herein will not generate any hazardous substance, and it will not store or dispose on the “Premises” nor transport to or over the “Premises” any hazardous substance. “City” represents that it has no knowledge of the existence of any hazardous substance on, in, or under the “Premises”. “Licensee” further agrees to hold “City” harmless from and indemnify “City” against any release of any such hazardous substance caused by “Licensee” or its employees or agents and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof. “City” agrees to hold the “Licensee” harmless from and indemnify and defend the “Licensee Indemnitees” against any release of hazardous substances and any damage, loss, liability or expense, including but not limited to reasonable attorney's fees, incurred as a result thereof, except to the extent caused by the negligent or intentional acts or omissions of “Licensee” or its employees or agents. “Hazardous substance” shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any Federal, State or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not

be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

21. **Failure to Vacate upon Termination:** Should the “Licensee” fail to remove all equipment upon termination, as defined in section 16 of this Agreement, the City shall be entitled to charge a fee in an amount equal to three (3) times the monthly license fee set forth in Section 3 herein for each month.

22. **Acceptance of Premises:** “City” represents the “Water Tower” and the “Premises” are in compliance with all applicable Federal, State and local building, environmental and other applicable statutes, laws, regulations, codes and orders. By taking possession of the “Premises”, “Licensee” accepts the “Premises” in the condition existing as of the “Commencement Date”. Except as set forth in this Section, “City” makes no representation or warranty with respect to the condition of the “Premises” and “City” shall not be liable for any latent or patent defect in the “Premises”.

23. **Notices:** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, Certified Mail, Return Receipt Requested; to the following addresses:

If to “City”, to: City Administrator
P.O. Box 369
303 E. Pecan Dr.
Johnson City, TX 78636

If to “Licensee”, to: Aircanopy Internet Services, LLC DBA Skybeam, Inc
1200 Gambrel Road, Suite 100
Arlington, Texas 76014

24. **Assignment:**

a. “Licensee” may not assign this License Agreement without the prior written consent of “City” at any time, except to an affiliate or successor of interest, but such assignment shall not be effective as to “City” until written consent thereof is provided from “City”.

b. Nothing in this License Agreement shall preclude “City” from granting a license to install and maintain other communications equipment to any person or entity that may be in competition with “Licensee”, or any other party.

25. **Successors and Assigns:** This License Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

26. **Taxes:**

a. “Licensee” shall pay all real and personal property taxes (or payments in lieu of taxes) and assessments for the Antenna Equipment, if any, which become due and payable during the term of this License Agreement, improvements on the “Premises” or “Licensee's” interest in the “Premises”. “Licensee” shall pay all taxes on its personal property on the “Premises”.

b. “Licensee” shall indemnify “City” from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against “Licensee” in relation to the taxes owned or assessed on the “Premises”.

c. If the methods of taxation in effect at the “Commencement Date” of the License Agreement are altered so that in lieu of or as a substitute for any portion of the property taxes and special assessments now imposed on property there is imposed a tax upon or against the License Fees payable by “Licensee” to “City”, “Licensee” shall pay those amounts in the same manner as provided for the payment of real and personal property taxes.

27. **Cooperation:**

a. “City” agrees to cooperate with “Licensee” in any efforts by “Licensee” to secure any governmental permits necessary to use the “Premises” as contemplated in this License Agreement, and to join in any application or other document reasonably requested by “Licensee” within ten (10) days of “Licensee's” written request.

b. Each party shall provide to the other party a telephone number which will be answered by a representative of such party twenty-four (24) hours a day for

use only in the event of an emergency. Each party agrees to notify the other party if there is a change in the emergency telephone number.

28. **Entire Understanding/No Oral Modification:** All prior understandings and agreements between the parties are merged into this License Agreement, and this License Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

29. **Miscellaneous Documentation:**

a. "City" agrees to furnish "Licensee" with certified copy of "City's" resolutions authorizing execution of this License Agreement.

b. "City" acknowledges receipt from "Licensee" of an Affidavit regarding delinquent taxes in the form attached as Exhibit "B" in compliance with Section 11-42.1-1 of the Illinois Municipal Code.

30. **Miscellaneous:**

a. "City" and "Licensee" represent that each, respectively, has full right, power and authority to execute this License Agreement.

b. This License Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this License Agreement must be in writing and executed by both parties.

c. This License Agreement shall be construed in accordance with the laws of the State of Texas.

d. If any term or this License Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this License Agreement, which shall continue in full force and effect.

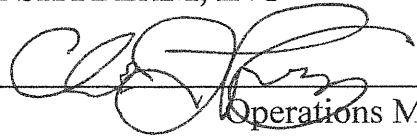
31. **"Licensee" to Provide Service to "City":** So long as "Licensee" exercises and enjoys the rights granted to it in this License Agreement, "Licensee" will furnish the City and its municipal-owned buildings Business Class Wireless Internet Access and connectivity between City locations at "Licensee's" highest service level, with required equipment and installation at no charge to "City".

This License Agreement was executed as of the date first set forth above.

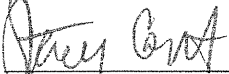
CITY:
CITY OF JOHNSON CITY

By: 
Mayor

LICENSEE:
AIRCANOPY INTERNET SERVICES, LLC
DBA SKYBEAM, INC

By: 
Operations Manager

Attest:


Stacy Castillo, City Secretary

**FIRST AMENDMENT
TO LEASE**

This First Amendment to Lease Agreement, made this 13 day of February 2014 (this "First Amendment") is entered into by and between **City of Johnson City** whose address is 303 East Pecan Drive, Johnson City, Texas 78636 ("City"), and **AirCanopy Internet Services, Inc. d/b/a Skybeam, Inc.** whose address is 1200 Gambrel Road Suite 100, Arlington, Texas 76014 ("Licensee"), is made to reflect the following: (i) City's approval of Licensee's plans to add additional antenna to water tank and; (ii) increased rental amount by \$200 to reflect the additional burden said addition will place on the leased premises. The modification and corresponding rental increase shown below are approved by City and Licensee as indicated by the signatures of their authorized representatives below.

SCHEDULE:

Location: E. Ladybird Lane, Johnson City, Texas

Modification: add 1 antenna to water tank

New Monthly Rent: \$800

APPROVAL

All provisions and terms are subject to final approval of appropriate officers of City and Licensee. Once approved and signed the terms and provisions of this Amendment to the Lease dated 21th of May, 2013 are to be held in full force and effect. Such terms and provisions not to be changed, altered, or renegotiated, in anyway, by either party, until after such time as the Lease is terminated, the term of the Lease expires or an additional Amendment to the Lease can be agreed to and signed by both parties.


[Signatures on the following page.]

[Rest of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first written above.


CITY:

CITY OF JOHNSON CITY

By: 
Name: Dawn Capra
Date: 2/13/14

LICENSEE:

AIRCANOPY INTERNET SERVICES
INC., d/b/a SKYBEAM, INC

By: 
Name: Chad LaFrenz
Date:

**SECOND AMENDMENT
TO LEASE**

This Second Amendment to Lease Agreement, made this 1st day of April 2014 (this "Second Amendment") is entered into by and between **City of Johnson City** whose address is 303 East Pecan Drive, Johnson City, Texas 78636 ("City"), and **AirCanopy Internet Services, Inc. d/b/a Skybeam, Inc.** whose address is 1200 Gambrel Road Suite 100, Arlington, Texas 76014 ("Licensee")

WHEREAS, CITY and LICENSEE entered into that certain License Agreement dated 21th of May, 2013 (the "Agreement"), whereby City licenses to Licensee a portion of the Water Tower located at 308 Lady Bird Lane; and

WHEREAS, CITY and LICENSEE desire to amend the Agreement to allow modification to language in License Fee Section 3(a);

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other good and valuable consideration, the parties agree as follows:

1. Effective as of April 1, 2014 ("Amendment Effective Date"), the License Fee in Section 3(a) shall be for Licensee to pay City a monthly license fee in the amount of \$800.00 for up to 8 antennas and \$100 afterwards for each additional antenna.
2. Each of the parties executing this Second Amendment hereby covenants and warrants that such party has full power and authority to enter into this Second Amendment and that each of the persons signing on behalf of CITY and LICENSEE is duly authorized to do so.
3. The parties agree that, except as amended herein, terms and conditions of the Agreement shall remain in full force and effect; provided, however, that in the event of a conflict between the terms of the Agreement and the terms of the Second Amendment, the terms of this Second Amendment shall control.
4. The parties agree that the terms of the Agreement are extended for a one year period until April 30, 2015.
5. The parties further agree that the Licensee will provide high speed internet to the City's offices at City Hall and at the Police Department at no charge during the terms of this Agreement.

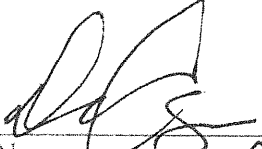
[Signatures on the following page.]

[Rest of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date first written above.


CITY:

CITY OF JOHNSON CITY

By: 
Name: Dawn Capra
Date: 4/11/2014

LICENSEE:

AIRCANOPY INTERNET SERVICES
INC., d/b/a SKYBEAM, INC

By: 
Name: Chad Larrenz
Date: 4/11/2014

RESOLUTION NO. 15-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSON CITY, TEXAS, APPROVING AND AUTHORIZING EXECUTION OF THE THIRD AMENDMENT TO THE LEASE AGREEMENT WITH RISE BROADBAND

RECITALS

WHEREAS, the City of Johnson City ("City") entered into that certain "License Agreement" dated May 21, 2013 ("Agreement"), whereby the City leases to Skybeam Inc., now d/b/a Rise Broadband ("Lessee"), a portion of the municipal Water Tower located at 308 Lady Bird Lane; and

WHEREAS, the original Agreement was amended on April 1, 2014 and expired April 30, 2015; and

WHEREAS, the City Council of the City desires to amend the Agreement to allow modifications to the provisions of the Agreement, including the term and lease payments.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Johnson City that:

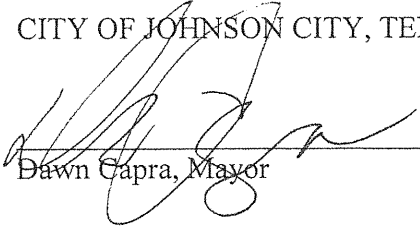
Section 1. The foregoing recitals are adopted as facts and incorporated fully herein.

Section 2. The City Council authorizes and directs the Mayor to execute on behalf of the City the *Third Amendment to Lease Agreement between the City of Johnson City and Rise Broadband*, attached hereto as "Attachment A" and incorporated fully herein.


Section 3. This resolution shall become effective immediately upon passage and approval.

PASSED AND APPROVED this, the 4th day of August 2015, by a vote of 5 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of Johnson City, Texas.

CITY OF JOHNSON CITY, TEXAS


Dawn Capra, Mayor

ATTEST:


Anthony Holland, City Secretary

Attachment A

**THIRD AMENDMENT TO
LEASE AGREEMENT**

between

THE CITY OF JOHNSON CITY

AND

RISE BROADBAND

**THIRD AMENDMENT TO LEASE AGREEMENT
BETWEEN THE CITY OF JOHNSON CITY
AND RISE BROADBAND**

This Third Amendment to Lease Agreement is made and entered into by and between the City of Johnson City, Texas (“City”) and Air Canopy Internet Services, Inc. d/b/a Rise Broadband, formerly known as Skybeam, Inc., (“Lessee”), collectively the Parties.

RECITALS

WHEREAS, the Parties entered into that certain “License Agreement” dated May 21, 2013 (“Agreement”), whereby City leases to Lessee a portion of the municipal Water Tower located at 308 Lady Bird Lane; and

WHEREAS, the original Agreement was amended on February 13, 2014 and April 1, 2014, and subsequently expired on April 30, 2015; and

WHEREAS, on May 1, 2015, the Party identified in the original Agreement as “Skybeam, Inc.” assumed the trade name and trademark “Rise Broadband”, which name will be employed and incorporated herein and henceforth; and

WHEREAS, the Agreement identified as a “License Agreement” will henceforth be described as a “Lease Agreement” to reflect the true and correct nature of the contract, with the City identified as Lessor, and Rise Broadband as Lessee, accordingly; and

WHEREAS, the Parties desire to amend the Agreement to allow modifications to the provisions of the Agreement including the term and lease payments.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein and other good and valuable consideration, the Parties agree to amend the following sections of the Agreement as follows:

1) The foregoing Recitals are incorporated herein for all purposes.

2) **Section 2. Term** This section is amended by adding the following provision:

“This Agreement is renewed for Five (5) years (“Extended Term”) effective as of April 30, 2015, this being the expiration date of the term of the Agreement as provided in the Second Amendment to the Agreement. This Agreement shall automatically renew one (1) additional term of Five (5) years, unless Lessee notifies the City in writing of its intention not to renew this Agreement at least ninety (90) days prior to the end of the Existing Term.”

3) **Section 3. License Fee** This section is amended by replacing paragraph “a” with the following; and adding a new paragraph “d” to read as follows:

“a. In consideration for Lessee’s use of property, Lessee will pay to the City a monthly lease payment of \$800.00 (Eight Hundred no/100 Dollars). Additional antennas shall be charged \$100.00 (One Hundred no/100 Dollars) per antenna per month. The monthly lease payment and antenna charge shall increase by 4.5% annually, calculated and implemented at the contract year of the Agreement. Such payments will be made on or before the 15th of each month, beginning August 1, 2015.”

“d. In consideration for use of the Property, Lessee will provide wireless internet connections to the City’s offices at City Hall and to the police department. Such access will be provided through Lessee’s existing wireless internet network.”

- 4) **Section 24. Assignment** This section is amended by replacing paragraph “a”, adding paragraphs “b”, “c”, “d”, and “e” and relettering paragraph “b” to “f” for the section to read as follows:

“a. Lessee may assign this Agreement upon written notice to the City.

b. This Agreement does not prevent sale or exchange of the Property by the City. However, any transferee of City’s interest in the Property takes such interest subject to this Agreement.

c. So long as the Lessee is not in default in the performance of any of the terms, covenants or conditions of the lease on the Lessee's part to be performed, the Lessee's possession of the leased premises and the Lessee's rights and privileges under the lease, or any extensions or renewals thereof, which may be effected in accordance with any option therefore in the lease, shall not be diminished or interfered with by any subsequent mortgagee, lender or Acquiring party and the Lessee's occupancy of the leased premises shall not be disturbed by any subsequent mortgagee, lender or acquiring party for any reason whatsoever during the term of the lease or any extensions or renewals thereof.

d. Provided (i) Lessee complies with this Agreement, (ii) Lessee is not in default under the terms of the Lease and no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default under the Lease, and (iii) the Lease is in full force and effect, any default under any subsequent Mortgage, Lender or Acquiring party and any proceeding to foreclose the same will not disturb Lessee’s possession under the Lease and the Lease will not be affected or cut off thereby.

e. In the event of a sale or other event of Lessee’s company, or where a majority of control is obtained by another, City acknowledges and agrees that Lessee has the right to assign and/or transfer to purchasers, or majority control holders, this lease agreement with all terms and provisions to be in full force and effect by and between City and new Lessee.

f. Nothing in this License Agreement shall preclude city from granting a license to install and maintain other communications equipment to any person or entity that may be in competition with Lessee or any other party.”

5) **Section 19. Indemnity and Insurance** A new paragraph b.1 is added as follows:

“b.1 **City’s Indemnification:** City hereby agrees to indemnify, defend, protect and hold harmless, to the extent permitted by law, Lessee, its Affiliates, and their employees, officers and directors, from and against, and assumes liability for all suits, actions, damages or claims of any character (a) brought against the Lessee Indemnified Persons because of any physical injuries received or sustained by any persons or property which in whole or in part arise on account of the negligent acts or omissions of City in the performance of its obligations under this Agreement.”

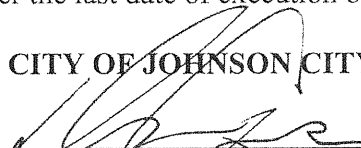
6) **Section 23. Notices** The Notice Address for Lessee is amended as follows:

“If to Lessee, to: Rise Broadband
400 Inverness Parkway Suite 330
Englewood Colorado, 83112”

7) **Effect of Third Amendment** Except as specifically provided in this Third Amendment, the terms of the Agreement, as amended by the First and Second Amendments, continue to govern the rights and obligations of the Parties, and all terms of the Agreement as amended remain in full force and effect. In the event of conflict or inconsistency between this Third Amendment and the Agreement, as amended, this Third Amendment will control and modify the Agreement.

IN WITNESS WHEREOF, the undersigned Parties have executed this Third Amendment on the dates indicated below, to be effective after the last date of execution by all the Parties.

CITY OF JOHNSON CITY, TEXAS, Lessor



Dawn Capra, Mayor
Date: 8/13/15

Attest: 

City Secretary

RISE BROADBAND, Lessee

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Attest:

Secretary