

Licensee Site Name: Gateway CO

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement (“Agreement” and/or “License”) is made as of the date of full execution below (the “Effective Date”), by and between THE CITY OF GRAND JUNCTION, a Colorado Home Rule Municipality (“Licensor”), the Grand Junction Emergency Telephone Services Authority Board and/or the Grand Junction Regional Communication Center as using and benefitting agency(ies) and COMMNET FOUR CORNERS, LLC, a Delaware limited liability company (“Licensee”). The Licensor and Licensees may be referred to collectively as “Parties” or “the Parties.”

RECITALS:

A. Licensor holds a Right-of-Way Grant (“Grant”) from the Bureau of Land Management for a facility at the Lee’s Point Communications site, County of Mesa, State of Colorado, located at or around the geographic coordinates of 38-38-45.7 / -109-00-27.5 (“Premises”).

B. Licensee now desires to enter into this Agreement to license a portion of the Premises (“Licensed Space”) as shown on Exhibit A hereto for the Permitted Use (as defined herein).

C. Licensor and Licensee have agreed upon terms and conditions under which Licensor will grant to Licensee a license to use the Licensed Space as more particularly set forth below.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

TERMS AND CONDITIONS

1. Recitals. The Parties affirm the Recitals set forth above as true and correct and incorporate them by this reference.

2. Grant of License. As of the Effective Date, Licensor grants to Licensee a non-exclusive license to use the Licensed Space for the testing, construction, operation, maintenance, upgrade and replacement of telecommunications facilities of Licensee at the Licensed Space (“Facilities”) and all necessary appurtenances and uses incidental thereto. Any other use(s) of the Facilities not specified herein shall be subject to the prior written consent of Licensor, if any, which consent may be withheld. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement is a license agreement only and not an agreement of lease. Nothing set forth in this Agreement shall be deemed to be a grant by Licensor to Licensee of any legal estate or rights other than the bare right to use Licensed Space in accordance with the terms and conditions of this Agreement. Further, Licensee expressly acknowledges and agrees that Licensor does not own or hold fee title in or to any portion of the Property. As such, this Agreement shall be subject and subordinate at all times during the Term to the Grant and any and all other ground leases, mortgages, deeds of trust, or other property hypothecations, now or hereafter existing. In the event the Grant or any other superior property interest expires or terminates, this Agreement shall terminate immediately and

Licensee Site Name: Gateway CO

Licensee shall remove the Facilities and any other property and vacate and surrender the Licensed Space in accordance with the terms of this Agreement, and the Parties shall have no further obligations or liabilities hereunder.

3. Term of License. The term of the License shall commence as of the Effective Date and shall continue for a term of twelve (12) months, unless sooner terminated as provided herein (the "Term"). Licensee may terminate this License for any reason during the Term upon thirty (30) days' prior written notice to Licensor with no further liability hereunder apart from payment of Rent through the date of termination set forth in such notice. Any requested extensions or renewals of this License shall be at the sole and absolute discretion of Licensor. Upon the termination of this License, Licensee shall vacate and surrender the Licensed Space to Licensor in accordance with Section 4 below. Unless otherwise specified, as used in this Agreement the term "day(s)" shall mean calendar days.

4. Termination or Revocation of License; Surrender Conditions. Upon the expiration of the Term or earlier termination of this License, Licensee shall vacate the Licensed Space, removing all Facilities, and restoring the Licensed Space to substantially the same condition as existed prior to the installation of the Facilities, and repairing any damage related to its Facilities and removal thereof, using licensed and insured contractors reasonably acceptable to Licensor. If Licensee fails to remove any such items or repair such damage prior to the end of the Term, Licensor may do so with no liability to Licensee and Licensee shall pay Licensor the costs and expenses thereof upon demand. Any property of Licensee remaining in the Licensed Space more than thirty (30) days after the end of the Term will be deemed to have been abandoned by Licensee. Licensor, in its sole and reasonable discretion and upon Licensee's request, may permit Licensee to have a period of up to sixty (60) days following the expiration of the Term or earlier termination of this License in which to remove its Facilities and restore the Licensed Space as set forth in this Section.

In the event Licensee is unable to curtail its operations at the Licensed Space due to the unavailability, despite its commercially reasonable efforts, of Licensee's anticipated alternative telecommunications antenna site, Licensor agrees to consider in good faith Licensee's request for a reasonable extension of the term hereof. In any event, if Licensee fails to surrender the Licensed Space upon the termination or expiration of this License in the condition required, without the written consent of Licensor or pursuant to the provisions of this License, in addition to any other liabilities to Licensor accruing therefrom, Licensee shall protect, defend, indemnify and hold Licensor harmless from all loss, costs (including reasonable attorneys' fees) and liability pertaining to any third-party claims resulting from such failure, whether such loss is the result of a judgment against Licensor, the settlement of any litigation brought against Licensor by a third party, or otherwise. This indemnity is in addition to and not in substitution of any other indemnity in this Agreement and shall survive termination of this Agreement.

5. Licensed Space. Licensee accepts the Licensed Space in its existing "as is" condition, with all faults and defects and without any representation or warranty of any kind, express or implied.

6. Use of the Licensed Space. Licensee shall, at its sole cost and expense, obtain all licenses and permits, including, without limitation, governmental permits and approvals, necessary in connection with the Facilities, and as required prior to performing any work related to the Licensed

Licensee Site Name: Gateway CO

Space. Any failure to obtain or maintain any such required license or permit may result in a termination of this License, effective immediately upon written notice from Licensor. All modifications or alterations to the Licensed Space shall be subject to Licensor's prior written approval, not to be unreasonably withheld. Licensee shall promptly repair any damage to the Premises caused by Licensee or the use, operation, installation, repair, maintenance, alteration, or removal of Facilities. Licensee shall not use the Licensed Space, or any other portion of the Premises in any way that interferes with the use of the Premises by Licensor or any other occupants of the Premises. Licensee shall comply at all times with all applicable laws, rules, orders, ordinances, and regulations. Licensee agrees not to use or permit the use of the Licensed Space for any other purpose, or for any purpose which is illegal, dangerous to life, limb or property or which, in the Licensor's reasonable opinion, creates a nuisance. In particular, no semiconductors or other electronic Facilities containing polychlorinated biphenyls (PCB's) or other environmentally hazardous materials will either be used or stored in or around the Licensed Space and no such materials will be used in any of the Facilities installed by Licensee in the Licensed Space. Licensee will not permit unauthorized person or persons with insufficient expertise or experience to enter the Licensed Space and maintain or operate its Facilities. Licensee shall be solely responsible for its Facilities, including the safety and security thereof. The foregoing is referred to as the "Permitted Use."

Licensee shall keep the Licensed Space and Licensee's Facilities in a neat, clean, and orderly condition at all times during the term of this License Agreement. Licensee, at Licensee's sole cost and expense, shall be responsible for all repairs and maintenance to the Licensed Space, using contractors or labor properly qualified and licensed, resulting from the installation and operation of the Facilities and any modifications or alterations to the Licensed Space made to accommodate the Facilities. Licensee shall also promptly repair any damage to the Licensed Space, or the Premises caused by Licensee, its agents, employees, contractors invitees or guests using contractors or labor properly qualified and licensed.

If Licensor performs maintenance or repairs that this License Agreement requires Licensee to perform, but which Licensee fails to perform, or the repairs fail to return Premises to original or better than original condition, Licensee shall reimburse the Licensor within thirty (30) calendar days after receipt of an invoice from Licensor for the cost of such maintenance or repair. Licensee agrees that the Facilities will not cause interference with Licensor's and other existing users' operations or equipment on the Licensed Space as of the date of this Agreement. Licensor acknowledges that the foregoing is agreed upon on the presumption that Licensor and the existing radio frequency users operate in accordance with all applicable Laws. Except if interference is caused, or reasonably asserted to be caused by the Licensee's Facilities, the Parties agree to cooperate in good faith to analyze and correct any interference issues. In the event the Facilities cause any interference, Licensee will take all reasonable steps necessary to correct and eliminate the interference. If the interference cannot be eliminated within forty-eight (48) hours after Licensee's receipt of written notice from Licensor of any such interference, Licensee shall disconnect the electric power to and/or shut down the interfering Licensed Facilities (except for intermittent operation for the purpose of testing, after or in connection with performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) until such interference is corrected. If the interference cannot be corrected, and/or Licensee cannot or will not terminate the

Licensee Site Name: Gateway CO

interference, in addition to any other remedies available to Licensor, at law or in equity, then Licensor may enter the Licensed Space for the purposes of disconnecting electric power to Licensee's interfering equipment. In the event Licensor's facilities or equipment interfere with Licensee's equipment and such interference cannot be resolved by the Parties within five (5) days after Licensor's receipt of written notice from Licensee detailing any such interference, Licensee may terminate this Agreement.

Licensor reserves the right for Licensor and Licensor's employees and agents to enter the Licensed Space at any time (i) to inspect the Licensed Space, (ii) to alter, maintain or repair the Licensed Space, (iii) to alter, maintain, repair, replace or relocate conduit, wire or other equipment serving other portions of the Licensed Space, (iv) to perform any obligation of Licensee after Licensee's failure to perform same, provided notice of such failure has first been provided to Licensee or (v) upon default by Licensee under this Agreement. Licensor shall make commercially reasonable efforts to conduct any such actions in a manner that does not substantially interfere with Licensee's Facilities or operations.

7. License Fee. Licensee shall not be charged a fee by Licensor for its use and occupation of the Licensed Space.

8. Rules and Regulations. Licensee shall abide by any rules and regulations Licensor may direct or hereafter adopt with respect to the Licensed Space and/or the operation of the Facilities, provided such rules and regulations are provided to Licensee in writing, and do not unreasonably restrict Licensee's rights granted in this Agreement; provided, however, that the event Licensee, in its sole and reasonable discretion, determines that any such rules and regulations will unreasonably interfere with its operations under this License, Licensee may terminate this Agreement. In the event of any inconsistencies between the terms of the rules and regulations and the terms of this Agreement, the terms most protective of the Licensor's interest shall control.

9. Installation and Operation: All Facilities installed on the Licensed Space shall be installed at Licensee's sole cost and expense, and in good and workmanlike manner by a licensed contractor and in accordance with appropriate electrical, mechanical and structural plans and specifications. Licensee represents and warrants that Exhibit B contains a complete list of all Facilities installed by Licensee in connection with Licensee's operations.

10. Compliance with Licensor's Grant: Licensee shall review and comply with all requirements of Licensor as required by Licensor's Grant dated September 27, 2023. The Grant is attached to this Temporary License Agreement as Attachment 1, and includes the Communications Use Lease Issued letter, the Communications Use Lease and Exhibits A, B, and C thereto.

10. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the entire term of this Agreement, liability, injury and property damage insurance with a combined single limit of at least One Million Dollars and No/100 (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against the liability of Licensee, its employees, agents, contractors, invitees and guests, arising out of or in connection with Licensee's access to and use of the Licensed Space. Licensee shall name Licensor and the using and benefiting agencies as an additional named insureds under such policy, and Licensee shall provide Licensor with a copy of the certificate of insurance within fifteen (15) days of full execution of this Agreement. Said

Licensee Site Name: Gateway CO

insurance shall survive the termination or expiration of this Agreement for a period longer than the applicable statute of limitations or for such time as necessary to defend the Licensor in the event of a claim(s).

11. Indemnification. Licensee shall indemnify, defend (by counsel reasonably acceptable to Licensor), and hold harmless Licensor and Licensor's officers, directors, members, managers, partners, employees, owners, lenders, principals, agents, representatives, employees, agents, contractors, successors, and assigns (collectively, "Licensor Parties") from any and all claims, demands, liabilities, damages, judgments, costs, and expenses (including reasonable attorneys' fees and court costs) by reason of (a) injury to any person or persons, including Licensee and its employees, agents and contractors, or property of any kind whatsoever and to whomsoever belonging, including Licensee, and for any civil or administrative claims made by the United States or Bureau of Land Management for any breach of any provision of the Grant, to the extent arising from the installation, use, maintenance, repair or removal of Facilities or use of the Licensed Space, by Licensee, its agents, employees, contractors, customers, invitees, guests and/or any persons acting on Licensee's behalf, and (b) Licensee's breach of the provisions of this Agreement, except to the extent caused by the negligence and/or willful misconduct of Licensor Parties. Notwithstanding anything to the contrary contained in this Agreement, Licensor and Licensee acknowledge that as a material inducement for each entering into this Agreement, neither Licensor nor Licensee shall be liable under any circumstances for punitive damages or consequential damages (including, without limitation, lost profits or customer losses of Licensee) except to the extent related to Licensee's indemnification obligations for third-party claims. The indemnification obligations of Licensee under this section shall survive the expiration or earlier termination of this Agreement. In an action or claim against Licensor in which Licensee is defending Licensor, Licensor shall have the right to approve reasonable legal counsel providing Licensor's defense. Except to the extent caused by the gross negligence or willful misconduct of Licensor Parties. Licensor will not be liable for the following: (i) any loss or damage to property of Licensee, including the Facilities, or of others located in or on the Licensed Space, by theft or otherwise, (ii) any injury or damage to persons or property within the Licensed Space resulting from fire, explosion, gas, electricity water, rain, snow or leaks from any part of the Licensed Space or from, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature, (iii) any injury or damage caused by any other party(ies) in the Licensed Space, or by the public or by the construction of any private, public or quasi-public work, or (iv) any latent construction defect on the Premises.

12. No Assignment. Licensee may not assign, lease, rent, sublet, or otherwise transfer any of its interest in this Agreement, the License, and/or the Licensed Space without the prior written consent of Licensor, in Licensor's sole and absolute discretion.

13. Relocation. Subject to other provisions of this Agreement, in the event Licensor desires to redevelop, modify, remodel, demolish, or in any way alter the Licensed Space, Licensor shall endeavor to reasonably accommodate Licensee's continuing use of the Licensed Space. Where required by Licensor, Licensee shall relocate the Facilities, at Licensee's sole cost and expense; provided, however, that Licensor has provided Licensee with no less than ninety (90) days prior written notice thereof.

Licensee Site Name: Gateway CO

14. Hazardous Materials. Licensee shall not cause, permit, or allow any of Licensee's or Licensee's officers, directors, members, managers, partners, employees, owners, lenders, principals, agents, representatives, employees, agents, or contractors (individually, a "Licensee Party" and collectively, "Licensee Parties") to cause, permit or allow any Hazardous Materials (as defined herein) to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under, or about the Premises. The term "Hazardous Materials" shall mean any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Laws, asbestos, petroleum, including crude oil or any fraction or derivative thereof, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), and explosives, flammables, or radioactive substances of any kind. As used herein, the term "Environmental Laws" shall mean all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. Licensee shall be solely responsible for and will defend, indemnify and hold Licensor harmless from and against any and all direct claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup or restoration of the Premises from Hazardous Materials. Licensee shall promptly notify Licensor of any violation or alleged violation of this Section.

15. Taxes and Fees. Licensee shall pay, prior to delinquency, any and all taxes, fees, charges or other governmental impositions levied or assessed against Licensor or Licensee upon Licensee's Facilities, improvements and other personal property located in, on or about the Licensed Space, or otherwise attributable to Licensee's use of the Licensed Space. If any such tax, fee, charge or other governmental imposition is paid by Licensor, Licensee shall reimburse Licensor upon demand.

16. Default. The occurrence of any of the following will constitute a default ("Default") under this Agreement by Licensee: (a) any failure by Licensee to maintain and provide evidence of insurance required under this Agreement; or (b) Licensee's failure to observe and perform any other provision of this Agreement to be observed and performed by Licensee, where such failure continues for thirty (30) days after written notice by Licensor to Licensee, or such other time as is provided in this Agreement. Upon the occurrence of a Default, in addition to all other remedies available at law or in equity, Licensor shall have the right immediately to terminate this Agreement and all rights of Licensee hereunder by giving written notice of no less than ten (10) days to Licensee of such election by Licensor.

17. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof, and all prior and contemporaneous discussions, understandings, agreements, if any, and representations are deemed merged into, and made a part of, this Agreement. Furthermore, this Agreement may be modified only by a writing signed by the party against which such modification is sought to be enforced.

Licensee Site Name: Gateway CO

18. Governing Law. This Agreement shall be construed pursuant to, and enforced in accordance with, the laws of the State of Colorado, and jurisdiction and venue for any action arising out of or under this Agreement shall lie in District Court in Mesa County, Colorado.

19. Notices. Whenever any notice or other communication (collectively, "Notice") is required or permitted under this Agreement, Notice must be in writing and (i) sent by certified mail, return receipt requested, postage prepaid, or (ii) hand-delivered, or (iii) sent by a nationally recognized overnight courier service to the following addresses, or (iv) sent by email, as long as followed by another acceptable method set forth herein:

If to Licensors: Grand Junction Police Department 555 Ute Ave, Grand Junction, CO 81501

~~Deputy Chief Bill Baker~~
Attn: _____

With a copy to: City Attorney
250 N. 5th Street
Grand Junction, CO 81501

If to Licensee: Commnet Four Corners, LLC
1562 North Park Street
Castle Rock, CO 80109
Attn: Property Management

With a copy to: Commnet Four Corners, LLC
400 Northridge Road, Suite 1100
Atlanta, GA 30350
Attn: Real Estate Notices

Any such notice shall be deemed delivered as follows: (a) if sent by certified mail, the date shown on the return receipt, (b) if personally delivered, the date of delivery to the address of the person to receive such notice, or (c) if sent by Federal Express or other reputable overnight courier service, the confirmation of delivery form. Either party may change its above address by giving Notice of such address change in the manner for giving Notice prescribed in this Section.

20. Attorneys' Fees. In the event any legal action, suit or proceeding, including but not limited to, arbitration, is commenced by either party hereto for the interpretation or enforcement of this Agreement, the prevailing party in such proceeding shall be entitled, in addition to whatever other relief is afforded such party in such proceeding, to an award of such party's reasonable attorneys' fees and costs incurred in connection with such proceeding, including fees attributable to the services of Licensors' in-house counsel.

21. No Partnership. Nothing in this Agreement shall be construed to create a partnership or joint venture between Licensors and Licensee or any other relationship other than as licensors and Licensee; nor shall Licensee in any manner act or indicate to any third party that it is acting as agent of the Licensors.

Licensee Site Name: Gateway CO

22. Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and each of their respective successors and assigns.

23. Severability: If any term of this License is invalid or unenforceable, the other terms shall remain enforceable to the fullest extent permitted by law.

23. Counterparts; Electronic Signatures. This Agreement may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Signatures to this Agreement may be transmitted by facsimile or electronic mail, and signatures so transmitted will be deemed the equivalent of delivery of an original signature.

[Signature page follows.]

Licensee Site Name: Gateway CO

In Witness Whereof, the Parties have executed this Temporary License Agreement as of the Effective Date.

City of Grand Junction, Colorado

By: DocuSigned by:
William Baker
709F9DAD7DB44D2...

Name: William Baker

Title: Deputy Chief

Date: 8/5/2024

Commnet Four Corners, LLC

By: DocuSigned by:
Alexis Leidigh
E812FD341469451...

Name: Alexis Leidigh

Title: Associate Director

Date: 8/2/2024

Licensee Site Name: Gateway CO

EXHIBIT A

Description of Licensed Space

Temporary Tower Mounted Equipment at the approximate 35' centerline

(2) Sectors

(2) Decibel 928QDG90T5EM antennas - 36"x13"x3" / 18 lbs (1 antenna per sector)

(4) runs of 7/8" coax (2 lines of coax per sector)

Licensee Site Name: Gateway CO

EXHIBIT B

Description of Facilities

Existing ground equipment in shelter and (1) outdoor power bay cabinet to remain in place.