

WATCH COMMUNICATIONS

VERTICAL ASSET LEASE

THIS AGREEMENT (the "Lease") is entered effective the 10th day of July, 2025, between City Of Crocket, Texas ("Lessor") and WATCH Broadband Texas, LLC ("Lessee").

WHEREAS, Lessor owns properties located at 107 Farm to Market 2110, Crocket, Texas (the "Real Property"), also known to Lessee as; Crockett Water Tower;

WHEREAS, Lessee desires to use the tower at the Real Property in the conduct of its business. Lessee desires to use a RAD on the tower ("the Tower Space") for the installation of fixed wireless access ("FWA") and microwave backhaul equipment;

WHEREAS, Lessee desires to locate a cabinet for the installation of equipment at the base of the Lessor's tower, or locate equipment within the Lessor's hut ("Hut"), (the Tower Space, Hut and the Real Property are collectively referred to as the "Premises");

WHEREAS, Lessor is willing to permit such use on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **Use.** The Lessee may use the Premises for the purpose of providing Internet and any related services ("Services") through the transmission and reception of wireless radio signals ("Signals"). Such use includes, but is not limited to the installation, mounting, and maintenance of radios, switches, routers, antennas, cabling, and any other items required ("Equipment") to provide the Services. Lessee may place the Equipment within a footprint that is necessary to provide the Services on the Premises. Lessee may not post any signs at the Premises without the written permission of Lessor. Lessee is granted the right to use spectrum bands including but not limited to 900MHz, 2.4GHz, CBRS, 4.9GHz, 5GHz, 6GHz, 11Ghz, 18Ghz and 60 Ghz on the Premises.

2. **Term.** This Lease shall commence on the date first written above ("Commencement Date") and shall run for a period of three (3) years.

3. **Renewal.** The Lease shall be automatically extended for four (4) additional one (1) year renewal terms unless Lessor/Lessee gives written notice to the other party of its desire to terminate not later than 90 days prior to the termination of the then current Term. Lessee may terminate this agreement with 90 (ninety) days' notice to Lessor if any part of the Premises are unfit for use or Lessee deems that any part of the premises pose a danger to Lessee's personnel or for economic reasons.

4. **Consideration.** As consideration for the use of the Premises as provided for herein, Lessee shall provide to Lessor: Watch will provide three (3) free trade high speed internet service. Any customer premise equipment provided to Lessor as a consideration for the use of the Premises shall remain the exclusive property of Lessee. (Locations to be provided by Lessor below)

1. IT Williams Park – 1101 MLK Blvd

2. Porth Ag Arena – 1102 Edmiston Drive

3. Davy Crockett Park- 812 Brazos

5. **Interference.** The Lessee shall not use, nor shall it permit its properly approved Employees, invitees, or agents to use, any portion of the Premise in any way which interferes with the operations of Lessee/Lessor or others currently using the Premises. Lessee shall, upon written notice from Lessor, terminate said interference. Lessor agrees to prohibit any New Lessee (as hereinafter defined), its employees, invitees or agents from using the Premises in a way which interferes with the normal operations of Lessee's signal or equipment, as permitted under the terms of this Lease. A New Lessee is defined as any lessee, who enters into an agreement with Lessor to lease or otherwise use space at the Premises on or after the date the Lessee begins using the Premises.

6. **Restrictions on Use.** Lessee shall conform to applicable laws and regulations of any public authority affecting the Premises and Lessee's use thereon and assume, at Lessee's sole expense, any costs of such compliance including any fines or penalties, except in those cases where said fine or penalties are caused by the willful act or gross negligence of the Lessor, in which case said costs shall be paid by the Lessor. The Lessee shall obtain all federal, state and local permits and licenses necessary to operate under this Lease. Lessee shall operate the Equipment in compliance with the rules and regulations of the Federal Communications Commission and any other applicable licensing authority.

7. **Improvements.** Lessee shall have the right, at its expense, to install and maintain the Equipment. The Equipment shall remain the exclusive property of Lessee, or such other owner of the Equipment as the Lessee may designate, and Lessee shall have the right to remove it following any termination of this Lease. After removal of the Equipment, Lessee shall restore those certain Premises which it utilized under the terms of this Lease to their original condition at the time of its initial utilization, normal wear and tear excepted.

8. **Utilities.** Lessee shall be solely responsible for cost of the electrical utilities used to power Lessee's Equipment. Lessee may, but is not obligated to, have its own utility meter installed in a mutually agreed upon location, and will request that Tenant's utility usage is billed directly to Lessee by the applicable utility company. If separate metering is not commercially reasonable (as determined by Lessee), then Lessee may install a utility sub meter on Lessor's main utility meter, which Lessor shall read and bill to Lessee on a monthly basis (without mark-up) for Lessee's utility consumption and provide Lessee with documentation to substantiate all invoiced amounts. If Lessee installs a sub-meter, then Lessee's actual utility usage charges shall be paid by Lessee to Lessor (each without mark-up) within sixty (60) days following Lessee's receipt of an undisputed invoice and documentation substantiating all invoiced amounts. Lessor grants to Lessee and its utility providers non-exclusive easement(s) for utilities, including, without limitation, fiber optic cabling and electrical power as may be reasonably necessary for utilization of Lessee's Equipment at the Premises ("Easement"). The Parties acknowledge and agree that independent third-party providers of utility services, including but not limited to, fiber, gas, electric and telephone, may utilize the Easements. If required by any such third-party provider.

9. **Lessor's Use.** It is understood that Lessor also utilizes the Premises, and Lessee's use is restricted to locations available upon the Premises as determined solely by Lessor; provided, however, that Lessor shall, at all times during the term of this Lease, allow Lessee to utilize the facilities in a manner consistent with the purpose of this Lease.

10. **Access.** Lessor shall provide Lessee a non-exclusive easement during the term of this Lease for ingress, egress, and access to the any portion of the Premises at which Equipment is located at no additional charge. Access to the Premises authorized by this Lease is restricted to Lessee and such other personnel or contractors necessary for the operation or maintenance of the Equipment. Lessee shall have access to the Premises 24 hours/day, 7 days/week, 365 days/year for the purpose of maintenance and repairs.

a. Lessor shall give Lessee at least seven days' notice of its need to perform maintenance to the Premises when such maintenance could possibly interfere with or affect the Equipment, except in case of an emergency, in which notice shall be given as soon as practically possible.

b. Lessee shall give Lessor at least 24 hours' notice of its need to perform maintenance to the Equipment, except in case of an emergency, in which notice shall be given as soon as practically possible.

11. **Taxes.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Lessee's Equipment. Lessor shall be responsible for any real or personal property taxes assessed on, or any portion of such taxes attributable to, the Premises.

12. **Insurance.** Lessee will provide comprehensive general liability insurance in a minimum aggregate amount of one-million-dollars (\$1,000,000), and name Lessor as an additional insured on the policy or policies. Lessee may satisfy this requirement by obtaining appropriate endorsements to any umbrella policy of liability insurance Lessee may maintain. Lessee will furnish evidence of such insurance in the form of a Certificate of Insurance upon request by Lessor.

Lessor shall be responsible for insuring and shall at all times during the terms of any applicable Term carry a policy of insurance which insures the improvements and structures comprising the Premises against loss or damage by fire or other casualty deemed appropriate by Lessor in such amount as would be sufficient to repair or replace the Premises in the event of such loss or damage; provided, however, Lessor's obligations hereunder may be fulfilled by a policy provided by Lessor or Lessor's landlord.

14. **Destruction of Premises.** If any portion of the Premises is destroyed or damaged so as, in Lessee's judgment, to hinder the effective use of the Equipment, Lessee may elect to terminate this Lease as of the date of the damage. Lessor shall not be responsible for repair or replacement of any Equipment, which may be damaged or destroyed or for any other damages, consequential or direct, which may result from damage or destruction to Lessee's Equipment, except in those cases where said damage is caused by the willful act or gross negligence of the Lessor. Lessor is not required to restore any premises destroyed by whatever reason in which case the Lessee shall have the option to terminate the portion of the lease affected.

15. **Indemnification.** Lessee shall indemnify and hold Lessor harmless from any and all liability, damage, expense (including attorneys' fees and costs), cause of action, suits, claims or judgments by any reason whatsoever caused or arising out of Lessee's occupancy or use of the Premises, except as may arise solely out of the willful act or gross negligence of Lessor.

16. **Breach.** In the event of any breach of any provision of this Lease by Lessee or Lessor, the breach shall be deemed a default, entitling Lessor/Lessee, to terminate this lease or seek any other remedy available at law or equity, after Lessor/Lessee has delivered to other party written notice of the breach and a demand that the same be remedied immediately; provided that Lessee/Lessor shall not be in default after receipt of written notice, if Lessee/Lessor cures the breach within thirty (30) days after receipt of written notice (the "Cure Period"). Upon termination, Lessee agrees to promptly remove all of its equipment from the Premises and return the Premises to their original condition at the time of leasing, normal wear and tear excepted.

17. **Liens.** Lessee shall not suffer or permit any lien to be filed against its leasehold interest in the Premises or any improvement thereon by reason of work, labor, services or materials performed or supplied to Lessee. If any such lien is filed against Lessee's leasehold interest or any improvements thereon, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing the same unless other arrangements are authorized in writing by Lessor. Lessee shall indemnify Lessor for any costs, damages or expenses (including attorneys' fees) incurred as a result of the filing of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to Lease termination.

18. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing, provided that notices given pursuant to Paragraph 9 may be verbal. Any written notice shall be deemed given if personally delivered or delivered by fax, email, mailed, certified mail, return receipts requested, or sent by overnight carrier to the following addresses:

If to Lessor in person, by USPS, or other courier:

Crockett City Hall
Attn: Payables
200 N. 5th Street
Crocket, Texas 75835

If by electronic mail: standleyl@crocketttxas.org

If to Lessee in person, by USPS, or other courier:

Watch Broadband Texas
ATTN: Payables
250 Grandview Drive, Suite 175
Fort Mitchell, KY 41017

If by electronic mail: Payables@corp.watchcomm.net

19. **Successors and Assigns.** This Lease shall run with the Premises described and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

20. **Quiet Enjoyment.** Lessor represents and warrants that it is the owner of the Premises. Lessor covenants that at all times during the term of this Lease, or any renewal thereof, Lessee's quiet enjoyment of the Premises shall not be disturbed as long as Lessee is not in default beyond any applicable grace or cure period. In the event the Premises is encumbered by a mortgage, deed of trust, or other lien, Lessor agrees to assist Lessee in obtaining a non-disturbance and attornment instrument for each such mortgage, deed of trust or other lien.

21. **Marking and Lighting.** Lessee shall have no responsibility with respect to compliance with FAA requirements for marking and lighting the Tower. Lessor shall indemnify and hold Lessee harmless from any liabilities arising from the failure of the Tower to comply with all such requirements. Should Lessee be cited because the Premises is not in compliance and, should Lessor fail to cure the conditions of noncompliance, Lessee may either terminate this Lease or proceed to cure the conditions of noncompliance at Lessor's expense, which amounts may be deducted from the rent.

22. **Hazardous Substances.** Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Real Property in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Real Property in violation of any law or regulation and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Real Property in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including

reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Real Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Lease.

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

24. **Interpretation.** This Lease shall be construed in accordance with the laws of the State the tower is located in. If any term or portion of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms or portions of this Lease, which shall continue in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this agreement as of _____, 2025.

LESSOR:

City of Crockett Texas

Name & Title

LESSEE:

WATCH Broadband Texas, LLC

Tommy Della Rocco, Chief Operating Officer