

NON-EXCLUSIVE FACILITIES LICENSE AGREEMENT

This Non-Exclusive Facilities License Agreement (the “Agreement”) is entered into as of _____, 2024 (“Effective Date”), by and between Chisholm Broadband, LLC., an Oklahoma LLC, its sub-licensors, subsidiaries, and assigns (“Licensee”), located at 4718 W Owen K Garriott Rd, Enid, OK 73703, and City of Mangum (“Licensor”), located at 130 N. Oklahoma Ave., Mangum, OK 73554.

Recitals

A. Licensor owns certain real property located in Mangum, Oklahoma, more particularly described in the attached Exhibit A (the “Property”).

B. Licensee owns and operates a commercial Internet service system and desires a license at the Property to locate antennas and related equipment, as described in the attached Exhibit B (the “Equipment”).

C. Licensor grants Licensee a license and access to the Property as herein described for the purposes stated in this Agreement.

Agreement

In consideration of these recitals, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of License. Licensor hereby grants to Licensee a license for use and access to sufficient space for the Equipment, together with permission for all access necessary to install, operate, maintain, replace, and remove the Equipment, as depicted in Exhibit A (collectively, the “License Area”). The Equipment as initially configured is set forth in the Plans and Specifications in Exhibit B. Licensor further grants Licensee the right to utilize the access road onto Property. Power to be run (if necessary) by a licensed electrician with approval of the Licensor. Space will still be used by Licensor for business operations.

2. Permitted Use. Subject to the provisions of this Agreement, Licensor grants permission to the Licensee, its sub-licensors, subsidiaries, and assigns to use the License Area to provide communication services. Licensee’s use of the License Area shall be limited to the installation, operation, maintenance, replacement, and removal of the Equipment. All construction and operations by Licensee and by its employees and agents, shall be lawful and in compliance with all regulations and requirements of all federal, state, county, and municipal governments. Licensee may construct, install, operate, maintain, replace, upgrade, or remove the Equipment, at Licensee’s sole cost and expense, as long as this Agreement remains effective.

3. Technical Standards and Licensee's Representations. Licensee's construction and installation work shall be performed in a good and workmanlike manner. Licensee represents that the Equipment, installation, and operations shall comply with all applicable technical standards. Licensee will maintain the Equipment in good repair and condition. Licensee further represents that it shall be responsible for any damages as a result of the Equipment installation, mounting structure, or cable installation. Should equipment be damaged due to work performed by Licensor, Licensor is responsible for all repairs.

4. Term. The initial term of this Agreement shall be ten (10) years from the Effective Date of this Agreement ("Initial Term"), unless terminated by either party in accordance with the provisions herein. Following the Initial Term, the Agreement shall be automatically renewed for successive terms of five (5) years (collectively the "Term"), until the parties renegotiate or unless a party provides notice to the other party at least one hundred eighty (180) days prior to the end of the current term that it no longer desires to renew the Agreement.

5. Access and Utilities. Licensor shall grant Licensee access at all times to the License Area to install, operate, maintain, replace, and remove Equipment. Licensee may have reasonable access to the License Area as long as this Agreement remains effective. Licensor agrees to furnish to the benefit of the Licensee, electricity where it is reasonably available. Licensor shall allow Licensee to install power to the License Area, with approval.

6. No Interference. Licensor grants Licensee exclusive rights to broadcast in the ISM, U-NII, and CBRS bands, the 6 GHz, 11 GHz, 18 GHz, 24 GHz, 60 GHz and 80 GHz radio frequencies on the Property. Licensor has the right to grant site licenses or leases to other communications service providers utilizing any other frequencies. In the event that Licensor grants a site license or lease to a communications service provider after the effective date of this Agreement, Licensor shall include language in each such license and lease agreement requiring that operations of all communications facilities shall be lawful and in compliance with all regulations of the Federal Communications Commission and other laws and regulations of federal, state, county, and municipal governments, and that operations shall not interfere with the rights of Licensee. In the event that another communications service provider causes interference to Licensee's Equipment and such interference cannot be corrected within five (5) business days after receipt of notice by Licensee, Licensor shall cause the other provider to shut off their equipment until a solution can be found. If there is continued interference, Licensee shall have the right to terminate this Agreement upon thirty (30) days written notice.

7. Consideration. In consideration of Licensor's grant of a License to Licensee and Licensee's use of the License Area, Licensee shall provide Internet Service (Highest Standard Plan Available) at no charge to the Licensors for the term of this agreement. Licensor and all other customers under this agreement agree to adhere to Licensee's Terms and Conditions and Acceptable Use Policy as it relates to this Internet connection. Licensee's Terms and Conditions and Acceptable Use Policy are found at www.chisholmbb.com.

8. Hazardous Materials. Licensee shall not create, generate, use, bring, allow, emit, or dispose of on the Property any toxic or hazardous gaseous, liquid or solid material or waste or hazardous substance, as those terms are defined in federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree regulating or imposing liability or standards concerning hazardous, toxic or dangerous waste, substance or material, now or hereafter in effect.

9. Termination. This Agreement may be terminated without further liability upon sixty (60) days prior written notice as follows: (a) by either party upon default of any term or condition of this Agreement by the other party, which default is not cured within thirty (30) days of receipt of written notice of default; (b) by Licensee if it deems the location is no longer useful for providing its services or if the Equipment is damaged or destroyed; (c) by Licensor if Licensee removes its Equipment, or (d) by Licensor upon the filing of a petition by or against Licensee in any bankruptcy or insolvency proceeding, seeking relief under the Bankruptcy Code or any similar debtor relief law, for the appointment of a receiver, or to reorganize or modify Licensee's capital structure.

10. Removal of Equipment. Following the expiration or earlier termination of this Agreement, Licensee shall, unless otherwise agreed by the parties in writing, remove its Equipment from the Property within thirty (30) days at Licensee's sole cost and expense and restore the property to the status occurring at the time of agreement beginning.

11. Insurance. Licensee shall maintain commercial general liability insurance, at no cost to Licensor, covering Licensee's activities hereunder against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the License Area covering legal costs of defending any lawsuit brought against Licensor presenting claims with respect to Licensee's activities or presence on the Property, and covering any liability resulting from settlement or judgment on such claims, for an amount of at least Two Million Dollars (\$2,000,000.00) per occurrence.

12. Indemnification. Any Party found to be liable under the operation of this Agreement shall indemnify and hold harmless the non-liable Party from and against any and all liabilities, obligations, damages, claims, suits, losses, causes of action, liens, judgments and expenses (including court costs, attorneys' fees and costs of investigation) of any kind, nature or description resulting from any injuries to, or death of, any person or any damage to the Property which (a) arise from or are claimed to arise from any act, omission or negligence of the liable Party, or any officer, director, employee, contractor, agent, subtenant, guest, licensee or invitee of the liable Party; (b) arise from or are claimed to arise from a breach, violation of any term, provision, covenant or agreement of the liable Party hereunder or a breach or violation by the liable Party of any court order or any law, regulation or ordinance of any federal, state or local authority; or (c) arise from or are claimed to arise from the activities of the liable Party in and around the Property or the operations or conduct of the liable Party's business upon the Property (collectively, the "Claims"), except to the extent such Claims are directly caused by the gross negligence or willful misconduct of the other Party.

13. Limitation of Liability. Neither party shall be liable to the other or to any third party for any indirect, special, exemplary, punitive, or consequential damages.

14. Warranty of Title and Quiet Enjoyment. Licensor warrants that: (i) Licensor owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions that would interfere with Licensee's use of the Property for the purposes of this Agreement, subject to any of record on the date hereof; (ii) Licensor has full right to make and perform this Agreement; and (iii) Licensor covenants and agrees with Licensee that upon Licensee paying the License Fee and observing and performing all the terms, covenants and conditions on Licensee's part to be observed and performed, Licensee may peacefully and quietly enjoy the License Area.

15. Amendments. Any provision, term, or condition contained in this Agreement may only be changed or amended by written agreement executed by both parties.

16. Notice. Every notice required or permitted by this Agreement must be in writing and is deemed to have been duly given if personally delivered or mailed by certified or registered mail, return receipt requested, to the party's address set forth below. Notice is effective upon receipt or refusal as indicated by the return receipt. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.

To Licensor: City of Mangum
130 N. Oklahoma Ave.
Mangum, OK 73554
Phone: 580-782-2250
Email: City.Clerk@cityofmangum.net

To Licensee: Chisholm Broadband, LLC
4718 W Owen K Garriott Rd
Enid, OK 73703
Phone: 580-366-0606
Email: brianl@chisholmabb.com

17. Waiver. A waiver of the breach of any term, provision, or condition of this Agreement shall not constitute a precedent nor bind either party to a waiver of any succeeding breach of the same or of any other term, provision, or condition hereof.

18. Enforcement. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. Assignment; Binding Effect. Each party shall be entitled to assign all or any part of its interest in this Agreement from time to time only upon the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, Licensee may assign this Agreement at any time without Licensor's consent to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its equity securities or assets. This Agreement shall ensure to the benefit of and be binding upon the heirs, successors and assigns of the parties.

20. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover reasonable litigation expenses and attorney's fees. Any action arising out of this Agreement shall be brought in Garfield County, Oklahoma.

21. Waiver of Licensor's Lien.

(a) Licensor waives any lien rights it may have concerning the Equipment, which is deemed Licensee's personal property and not fixtures, and Licensee has the right to remove the same at any time without Licensor's consent.

(b) Licensor acknowledges that Licensee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Equipment (the "Collateral") with a third-party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Licensor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any License Fee due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

22. Transfers by Licensor. Licensor agrees that any transfer of the Property by Licensor shall be made subject to this Agreement.

23. Destruction or Condemnation. If the License Area is damaged, destroyed, condemned or transferred in lieu of condemnation, Licensee may elect to terminate this Agreement as of the date of damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Licensor no more than ninety (90) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Licensee chooses not to terminate this Agreement, the License Fee shall be reduced or abated in proportion to the actual reduction or abatement of use of the License Area. In the event of any condemnation, Licensee may pursue its own claim against the condemning authority for any damage or award permitted under the laws of the state in which the License Area is located, provided Licensee's claim will not reduce the award, judgment or settlement receivable by Licensor.

24. Further Assurances. Each of the parties agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other party may reasonably require to consummate, evidence or confirm this Agreement in the manner contemplated hereby.

25. Entire Agreement. This Agreement constitutes the entire agreement between Licensor and Licensee and may not be modified or amended except in writing and executed by both parties. There are no other understandings, representations, or warranties of any kind whatsoever between Licensor and Licensee.

26. Authority. Licensor and Licensee each hereby represent to the other that the person executing this Agreement has the power and authority to enter into this Agreement on behalf of their respective party.

In witness whereof, the parties have executed this Agreement effective as of the date listed above.

LICENSOR: City of Mangum

By: _____

Print Name:
Its: City Manager

LICENSEE: CHISHOLM BROADBAND, LLC

By: _____

Print Name: Brian J. Lamoreaux
Its: President / CEO

EXHIBIT A

Property Description:

Property of: City of Mangum
Licensed Area Address:

114 NW Commerce Alley,
Mangum, OK 73554
[34.8744526647, -99.5034155177](#)

E Cleveland Street,
Mangum, OK 73554
[34.876561, -99.491401](#)

E1400 Rd,
Greer County, OK
[34.986950, -99.466393](#)

License Area:

The License Area is described below:

- Space on top of Water Tower and ground for electronics and internet equipment

Picture(s): Example License Area





EXHIBIT B

Plans and Specifications:

The Equipment along with the Plans and Specifications are set forth below.

Antennas

Antennas will typically be a round drum-style antenna or a panel-style antenna.

Electronics

Routers, switches, servers and other network devices will be located in a 19" rack system, or a metal enclosure which measures roughly 36" X 36" X 6' located at the bottom of the tower, or structure.

The Equipment selection is subject to change based on Licensee's performance needs.