

ADDENDUM TO ACCESS AND LEASE AGREEMENT

This Addendum to Access and Lease Agreement (“Addendum”) is effective as of July_____, 2024.

WHEREAS, the City of Stephenville (the “City”) and SimpleFiber Communications, a Texas limited liability company, (the “Company”) are parties to an Access and Lease Agreement dated June 6, 2023 (the "Agreement"), which grants the Company access to certain properties for the purpose of installing and operating communication equipment; and

WHEREAS, the City and the Company desire to amend the Agreement to include additional leased premises and terms as set forth below.

Any capitalized terms not defined in this Addendum shall have the meanings ascribed to them in the Agreement.

NOW THEREFORE, for valuable consideration, including the mutual promises and covenants contained herein, as well as the mutual promises and covenants contained in the Agreement, the sufficiency of which is hereby acknowledged, the City and the Company hereby agree as follows:

1. **Additional Leased Premises.** The City hereby leases to the Company, and the Company leases from the City, a portion of the City’s water tower located at 800 N Garfield Ave, Stephenville, Texas 76401 (the “Additional Site”), subject to the terms and conditions of the Agreement and this Addendum.
2. **Consideration.** In exchange for the lease of the Additional Site, the Company agrees to make an annual payment of One Thousand Dollars (\$1,000) to the City of Stephenville. The payment shall be made on or before the first (1st) day of January each year during the term of this Agent and with 1st payment due_____. Simplefiber will also provide a 200x200 internet connection to the City’s Dispatch center located at 320 W College St Stephenville Tx 76401
3. **Integration with Existing Agreement.** The terms and conditions of the Agreement shall remain in full force and effect except as specifically modified by this Addendum. To the extent there is any conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall govern.
4. **Term and Termination.** This Addendum shall commence on the Effective Date of _____ and shall continue for the duration of the Agreement unless earlier terminated in accordance with the Agreement.
5. **Miscellaneous.**
 - a. This Addendum, together with the Agreement, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and

supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the parties.

- b. This Addendum may not be amended or modified except in writing signed by both parties.
- c. This Addendum shall be governed by and construed in accordance with the laws of the State of Texas.
- d. In all other respects, the Agreement shall remain in full force and effect.

(signature page follows)

IN WITNESS WHEREOF, the parties have executed this Addendum to be effective as of the date and year first above written.

CITY:
City of Stephenville

By: _____
Name: _____
Title: _____

COMPANY:
SimpleFiber Communications, a Texas
limited liability company

By: _____
Name: David Knapschaefer
Title: Chief Executive Officer

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