

## LICENSE AGREEMENT

This License Agreement, dated as of \_\_\_\_\_, 2020, is entered into between the Town of Portsmouth, a Rhode Island municipal corporation (the “Town” or “Licensor”) and A.R. Shenberger, Limited Liability Company, a Colorado limited liability company with a principal place of business at 11260 West Lane, Colorado Springs, CO 80929, doing business under the trade name “American Broadband” and having a place of business at 400 Metacom Avenue, Bristol, RI (“American Broadband” or “Licensee”).

WHEREAS, the Town is the owner of real property located on Hedly Street in Portsmouth, RI, designated as Lot 7A on Tax Assessor’s Map 38, which is also currently the location of the Portsmouth Transfer Station (the “Premises”), and

WHEREAS, American Broadband has been providing high speed internet services to Prudence Island households since March 2020, and wishes to enhance its coverage area on Prudence Island, and

WHEREAS, American Broadband seeks permission from the Town to erect a 70-foot free-standing antenna tower and related structures on the Town’s Premises in order to expand high speed internet coverage on Prudence Island, and

WHEREAS, the Town is willing to grant American Broadband a non-exclusive license to use the Premises for such purposes,

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

1. The Town grants American Broadband a non-exclusive License to install, operate and maintain, at Licensee’s sole expense, a 70-foot free-standing antenna tower, equipment shed, electrical conduit and fencing, as shown and delineated on the attached “Exhibit A.”
2. The initial term of the License shall be for a period of five (5) years, commencing on the effective date of this Agreement.
3. At the end of the initial term, this License shall be renewed on an annual basis for a term of one (1) year unless either party gives the other party one hundred twenty (120) days written notice prior to the end of any said term.
4. The License fee shall be One Dollar (\$1.00) per year, paid on the first day of the year, in advance, to the Lessor.
5. American Broadband shall not lease or rent any space on the antenna tower to any third parties.

6. Electricity service to the antenna tower and related equipment of Licensee shall be metered and all charges shall be paid by American Broadband within thirty (30) days of invoice by the Town.

7. Licensee shall during the entire term hereof obtain, pay for, and keep in full force and effect a policy of public liability insurance with respect to the premises insuring the Town and Licensee against loss from and liability for any damages on account of loss or injury suffered by any person or property within or upon the premises. Limits of public liability shall not be less than two million dollars (\$2,000,000) of combined single limit general liability policy coverage. Each such policy shall be noncancelable with respect to the Town without ten (10) days prior written notice to the Town, and a duplicate original or certificate thereof shall be delivered to the Town at any time or from time to time, upon the Town's request.

8. This License Agreement may be terminated at any time by either party in the event of a breach of any of the provisions of this Agreement by the other party.

9. In addition, this License Agreement may be terminated at any time by either party, by giving the other party at least one hundred twenty (120) days written notice of termination prior to the stated date of termination.

10. At the end of the initial term or any renewal term of this License, or earlier termination by either party, the antenna tower and related structures and facilities shall be decommissioned and removed at the sole expense of American Broadband and the site shall be restored to its pre-agreement condition within six (6) months.

IN WITNESS WHEREOF, each of the parties has caused this License Agreement to be executed by its respective duly authorized officials as of the date first written above.

TOWN OF PORTSMOUTH

By: \_\_\_\_\_

AMERICAN BROADBAND

By: \_\_\_\_\_