

SPECTRUM MANAGER LEASE AGREEMENT

This Spectrum Manager Lease Agreement (“Lease Agreement”) is entered into as of November __, 2025 (“Effective Date”), by and between Choctaw Holdings, LLC, an Alabama limited liability company (“Lessor”), and Union County, North Carolina, a political subdivision of the State of North Carolina (“Lessee”) (collectively the “Parties” or, individually, a “Party”).

W I T N E S E T H

WHEREAS, Lessor holds the spectrum license specified in Schedule A (the “FCC License”) issued by the Federal Communications Commission (the “FCC”) under the call sign specified in Schedule A and in the counties specified in Schedule A (collectively, the “Market”); and

WHEREAS, Lessor and Lessee desire to enter into this Lease Agreement in order: (i) to grant Lessee the right to use spectrum encompassed by the FCC License for the Market (the “Leased Spectrum”); (ii) to establish the terms under which Lessee will operate facilities in the Market utilizing the Leased Spectrum; (iii) to memorialize the respective rights and responsibilities of Lessor and Lessee with respect to the Leased Spectrum consistent with the Communications Act of 1934, as amended and the rules, regulations, policies and published opinions of the FCC (collectively the “Communications Laws”) and the terms and conditions set forth herein; and (iv) to facilitate usage of the Leased Spectrum to better serve the public interest.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. Agreement to Lease.

(a) Spectrum Usage Rights. Subject to the terms and conditions set forth herein, Lessor hereby agrees to grant Lessee an exclusive right to use the Leased Spectrum throughout the Term (the “Spectrum Usage Rights”).

(b) Scope of Spectrum Usage Rights. Subject to the review, supervision and ultimate control of Lessor, the Spectrum Usage Rights granted hereunder convey to Lessee the exclusive right to purchase, construct, test, maintain, modify and operate low power, wireless telemetering and supervisory control and data acquisition facilities using the Leased Spectrum in a manner that complies with the technical requirements and limits set forth in Section 90.259 of the FCC’s rules (the “System”). The Spectrum Usage Rights granted to Lessee include, among other things, the right, and obligation to the extent consistent with FCC regulations to:

- i. operate the System on the Leased Spectrum in the Market;
- ii. identify, obtain and maintain, in its own name, full legal right to all real and/or personal property necessary to deploy and operate the System;

- iii. obtain and maintain, in its own name, any appropriate zoning approval for the System;
- iv. own or purchase, in its own name, all equipment as may be necessary or appropriate for the construction, testing, maintenance, modification and operation of the System;
- v. provide administrative, legal, accounting, billing, credit, collection, insurance, purchasing, clerical and such other general services as may be necessary or appropriate for the construction, testing, maintenance, modification and operation of the System;
- vi. provide operational, engineering, maintenance, repair and such other technical services as may be necessary for the construction, testing, maintenance, modification and operation of the System;
- vii. control access to and from the System's facilities;
- viii. conduct and manage its affairs, including the making of all ordinary business decisions in furtherance of the day-to-day operation of the System;
- ix. hire, supervise, and dismiss all personnel employed in the operation of the System as well as any associated contractor or subcontractor (other than employees hired by Lessor for the purpose of carrying out Lessor's duties with respect to the FCC License and the Leased Spectrum); and
- x. take all other actions that it deems necessary or desirable to construct, test, maintain, modify and operate the System or otherwise carry out any of the foregoing items.

(c) Exclusivity. Throughout the Term, Lessee will have exclusive use of the Leased Spectrum and the Spectrum Usage Rights granted herein.

(d) Security Interest. Lessee may not pledge, mortgage, hypothecate or otherwise grant a security interest, encumber or create any lien in its right to use the Leased Spectrum or in the Spectrum Usage Rights granted hereunder.

2. Obligations of Lessee.

(a) General Obligations. Subject to the review, supervision and ultimate control of Lessor, which supervision shall be conducted pursuant to the terms set forth herein and the Communications Laws, Lessee will be obligated to:

- i. prior to (i) constructing any new System facilities or (ii) making any modifications to existing System facilities, Lessee shall provide advance notice to,

and obtain approval of Lessor, and further agrees that it will not construct any new facilities within 120 km of any of Lessor's existing or planned transmission sites;

ii. share with Lessor, if Lessor so requests, such information regarding the construction completed by Lessee to enable Lessor to satisfy Lessor's obligations regarding the provision and continuity of service applicable to the FCC License under the Communications Laws, if any;

iii. cooperate with and aid Lessor with whatever actions Lessor is required to take, if any, in order to make any required notifications, or to obtain the approvals or consents of any governmental body necessary for the Lessee to construct and operate the System;

iv. subject to Lessor's obligations under Section 1.9020 of the FCC's rules, operate the System on the Leased Spectrum consistent with the Communications Laws and any other applicable law, including but not limited to all Federal Aviation Administration and FCC antenna structure registration filing requirements for all structures under FCC rule Part 17, NEPA regulations (FCC rule Part 1.1307-11), this Lease Agreement, and the terms and conditions of the FCC License (including conformance with any applicable license eligibility, basic qualifications, character qualifications and technical requirements, and use and foreign ownership restrictions);

v. comply with any and all applicable requirements arising under the Communications Laws which are applicable to the Lessee as a direct result of its operation of the System on the Leased Spectrum;

vi. satisfy all of the requirements imposed on lessees under spectrum manager leasing arrangements under Section 1.9020 of the FCC's rules;

vii. subject to Lessor's obligations under Section 1.9010 of the FCC's rules, take whatever actions Lessee deems reasonably necessary to resolve any interference-related matters arising from operation of the System, including any conflicts between Lessee and any spectrum licensee, lessee or other authorized spectrum user; and

viii. except as otherwise provided in this Lease Agreement, undertake all financial responsibilities associated with Lessee's use of the Leased Spectrum.

(b) Equipment. Solely at its own expense, Lessee may purchase or otherwise provide, install and maintain all equipment, including but not limited to, towers, transmission lines, antennas, microwave facilities, transmitters and related equipment that is necessary for the operation of the System consistent with the FCC License and the Spectrum Usage Rights ("Lessee Equipment"). All Lessee Equipment shall remain the sole property of Lessee and Lessor shall not have any title to or other ownership interest in the Lessee Equipment. Lessee may pledge the Lessee Equipment as security or otherwise create encumbrances on the Lessee Equipment as Lessee deems appropriate. Upon termination of this Lease Agreement

prior to the expiration of the Term, Lessee shall promptly cease operating the Lessee Equipment on the Leased Spectrum in accordance with the Communications Laws.

(c) FCC Compliance. In accordance with Section 1.9020 of the FCC's rules, as between Lessor and Lessee, Lessor will retain the primary responsibility for ensuring Lessee's compliance with the Communications Laws with respect to the Spectrum Usage Rights and ensuring that the FCC License and the Leased Spectrum are utilized in full compliance with the Communications Laws. In accordance with Section 1.9010 of the FCC's rules, Lessor shall be responsible for all interactions with the FCC related to the FCC License and the Leased Spectrum, including but not limited to making all required filings (e.g., applications, notifications, correspondence) associated with the FCC License that are directly affected by Lessee's use of the Leased Spectrum. Lessee acknowledges that Lessee will remain independently responsible to Lessor and the FCC for complying with the Communications laws associated with the FCC License and the Leased Spectrum and agrees that it will not construct or operate any facility utilizing the Leased Spectrum in a manner inconsistent with, contrary to, or in violation of, these requirements. Lessee will use commercially reasonable efforts to cooperate with Lessor in meeting Lessor's FCC compliance obligations.

(d) Notification of Violations or Material Changes; Cooperation. Lessee will promptly notify Lessor of any occurrence of any contractual dispute, violation, litigation, investigation, proceeding or inquiry that may arise generally or between Lessee and any person or entity or governmental body and which, if adversely determined, could reasonably be expected to have a materially adverse impact on the FCC License or Lessee's Spectrum Usage Rights under this Lease Agreement. In the event that the FCC or other governmental body initiates an investigation or inquiry concerning Lessor or Lessee in connection with this Lease Agreement or any of the performances rendered hereunder, Lessee agrees to cooperate with Lessor, the FCC, or other governmental body in such investigation or inquiry.

3. Obligations of Lessor.

(a) Oversight of Lessee's Operations on the Leased Spectrum. Lessor will be primarily responsible for ensuring Lessee's compliance with the Communications Laws with respect to the Spectrum Usage Rights. Throughout the Term, Lessor will have the obligation and the right to take all actions reasonably necessary or desirable to ensure that Lessee's exercise of its Spectrum Usage Rights and use of the Leased Spectrum comply with the Communications Laws, this Lease Agreement, and the terms and conditions of the FCC License (including conformance with applicable license eligibility, basic qualifications, character qualifications and technical requirements, and use and foreign ownership restrictions). As such, Lessor will do the following:

- i. provide Lessee with advance notice of the construction of any new facilities or planned transmission sites that would affect Lessee's use of the Spectrum Usage Rights, Lessee's operation of the System or Lessee's obligations under Section 2(a)i of this Lease Agreement;

- ii. monitor and oversee Lessee's use of the Spectrum Usage Rights to ensure Lessee operates the System in conformance with technical and use rules applicable to the FCC License;
- iii. take all actions that are reasonably necessary to ensure that Lessee's operation of the System complies with FCC rules and regulations intended to prevent harmful interference to any other licensed spectrum user;
- iv. take whatever actions reasonably necessary to resolve all interference-related matters arising from operation of the System, including any conflicts between Lessee and any spectrum licensee, lessee or other authorized spectrum user;
- v. make determinations as to whether particular circumstances give rise to the requirement of filing an application or notification with any governmental entity and, if so, make such filing or notification with Lessee's cooperation; provided, however, that Lessee will make any determination as to whether an application or notification is required with any North Carolina governmental entity;
- vi. make all required filings associated with the FCC License that are directly affected by Lessee's use of the Leased Spectrum; provided, however, that Lessor may use agents to complete these filings so long as Lessor exercises effective control over its agents' actions and complies with all requirements for such filings in accordance with Section 1.9010 of the FCC's rules;
- vii. take whatever actions as reasonably necessary to ensure that all facilities comprising the System comply with all applicable radio frequency (RF) safety rules for human exposure promulgated by the FCC or any other governmental body;
- viii. retain responsibility for maintaining Lessor's compliance with applicable eligibility and ownership requirements imposed on it pursuant to the FCC License;
- ix. retain responsibility for meeting any performance or build-out requirement applicable under the FCC License (e.g., any requirement that Lessor construct and operate one or more specific facilities, cover a certain percentage of geographic area, cover a certain percentage of population, or provide substantial service);
- x. retain responsibility for complying with any applicable E911 obligations with respect to the Leased Spectrum;
- xi. timely pay all required regulatory fees associated with the FCC License;
- xii. interface with the FCC on matters related to the FCC License; and
- xiii. ensure that Lessee's construction, operation, modification and maintenance of the System is consistent with applicable law.

(b) Maintenance of the FCC License. Lessor will:

- i. maintain the FCC License in full force and effect; and
- ii. comply with requirements applicable to the FCC License arising under the Communications Laws.

(c) FCC Interactions. Throughout the Term, Lessor will be the primary interface with the FCC on all matters directly relating to the Leased Spectrum and Spectrum Usage Rights relating thereto; provided, however, that nothing contained herein shall restrict Lessee from interfacing with the FCC (i) on policy matters not solely relating to Lessee's use of the System and/or Leased Spectrum or on matters imposed under the Communications Laws on Lessee, or (ii) on inquiries specifically directed to Lessee (as opposed to Lessor or the Leased Spectrum) by the FCC. Upon reasonable advance request, Lessor may require Lessee to attend any meetings with the FCC which involve or relate to Lessee's use of the Leased Spectrum.

4. Control of FCC License and Leased Spectrum.

Notwithstanding any other provision of this Lease Agreement, during the Term hereof, Lessor will remain in *de jure* and *de facto* control of the FCC License and the Leased Spectrum under the Communications Laws. This Lease Agreement (i) does not and will not vest in Lessee, or constitute, create or have the effect of constituting or creating, *de facto* or *de jure* control, direct or indirect, over Lessor or the FCC License, which ownership or control remains exclusively and at all times in the Lessor and (ii) does not and will not constitute the transfer, assignment, or disposition in any manner, voluntary or involuntary, directly or indirectly, of the FCC License or the transfer of control of the Lessor within the meaning of Section 310(d) of the Communications Laws for spectrum leasing purposes. During the Term, Lessee will not take any action inconsistent with or contrary to the Lessor's *de jure* and *de facto* control, as those terms are construed by the FCC, over the Leased Spectrum and the FCC License. During the Term, Lessee will not hold itself out to the public as the holder of the FCC License.

5. Coordination; Oversight.

(a) Coordination. In order to enable Lessor to ensure that Lessee's activities on the Leased Spectrum comply with the Communications Laws, Lessor may, from time to time, require Lessee to meet with it to discuss the status of Lessee's operation of the System on the Leased Spectrum; provided, however, that any such meeting shall be mutually agreed to in advance by the Parties and may be conducted remotely by phone or by any other means mutually agreed to by the Parties.

(b) Right of Access. Lessor will, upon advance notice to and consent by Lessee, have the right to inspect any facility comprising the System in the Market during normal business hours and to take any action it deems reasonably necessary to fulfill its obligations under this Lease Agreement or the Communications Laws. Lessee will have the right to

require that an escort selected by Lessee accompany Lessor to any on-site visit to Lessee's facilities; provided however, that Lessor will have a right to access any such facility that is part of the System upon advance notice in the event of an emergency at such facility involving Lessee's use of the Leased Spectrum, including but not limited to any instance of harmful interference to any other user of the Leased Spectrum authorized to use such spectrum that cannot be resolved without accessing the applicable facility.

(c) Reports. To the extent required by applicable Communication Laws, Lessor may require Lessee to prepare or cause to be prepared and transmit to Lessor periodic reports to update Lessor about Lessee's activities with respect to the Leased Spectrum within fifteen (15) business days of such request (unless required sooner in order to comply with applicable Communications Laws). Lessor also may request a certification from Lessee to the extent required by the Communications Laws that, to the best of Lessee's knowledge, (i) Lessee is not aware of any interference related problems on the Leased Spectrum; (ii) Lessee is not aware of any RF safety related problems with respect to its operation on the Leased Spectrum; (iii) Lessee remains qualified to be a lessee of the Leased Spectrum; and (iv) Lessee's operations on the Leased Spectrum comply with the provisions of this Lease Agreement and the Communications Laws. Such reports shall not be requested more frequently than once per calendar quarter unless required more often in order to comply with applicable Communications Laws.

6. Applications/Notifications.

(a) Lease Agreement Notification. Lessor will prepare and file with the FCC all forms and related exhibits, certifications and other documents necessary to satisfy the FCC's requirements for "spectrum manager" lease notifications, as set forth in 47 C.F.R. § 1.9020(e) ("FCC Lease Agreement Notification") within ten (10) business days following the Effective Date of this Lease Agreement or such other date as agreed to by the Parties (it being understood that the failure to file within such ten (10) business day period shall not constitute a breach of this Lease Agreement so long as the filing is made as promptly as reasonably practicable thereafter). Each Party covenants and agrees that it will fully cooperate with the other, and do all things reasonably necessary to timely submit the FCC Lease Agreement Notification to the FCC and will promptly file or provide the other Party with all other information which is required to be provided to the FCC in furtherance of the transactions contemplated hereby.

(b) Compliance Applications. Lessor will undertake to make and be responsible for all on-going compliance filings and reports required by the FCC or any other governmental body as a result of its ownership of the FCC License and its lease of the Leased Spectrum. Lessee shall timely notify Lessor if Lessee believes that a compliance filing is required or if it has taken or proposes to take any action which could result in Lessor having to make a compliance filing. Upon such notification, Lessor shall have the exclusive right to decide whether any such compliance filing is required and if required, the substance of such filing. In connection with any compliance filing triggered by any action taken or proposed to be taken by Lessee, Lessor may direct Lessee, in its sole discretion, to prepare

all necessary application forms, exhibits, filing fees and other materials necessary for Lessor to make such submission in its own name. Lessor shall make such filings. If Lessor believes that such filing is incomplete, Lessor may instead return such filing to Lessee with a reasonable explanation of those matters that require further preparation.

(c) Renewal Application. Lessor will timely file a renewal application for the FCC License prior to the expiration of the term of the FCC License. Unless this Lease Agreement has been terminated, the renewal application(s) for the FCC License shall include an affirmative statement in the renewal application(s) that the Parties intend to continue the Lease Agreement in the Market beyond the end of the current term for the FCC License. Subject to Section 1.9020 of the FCC's rules and the terms of the Lease Agreement, Lessee may operate the System on the Leased Spectrum under the proposed extended term, without further action by Lessor or the FCC, until such time as the FCC shall make a final determination with respect to the renewal of the FCC License and the extension of the Lease Agreement.

7. Term; Early Termination.

(a) Initial Term. Unless terminated pursuant to the provisions of this Article 7 below, the initial term for the Lease Agreement will begin on the earlier of: (i) the date the FCC's Universal Licensing System ("ULS") indicates that the FCC Lease Agreement Notification has been accepted, or (ii) twenty-one (21) calendar days after the FCC Lease Agreement Notification is filed in ULS (the "Commencement Date"), and will end three (3) years following the Commencement Date (the "Term"). If requested in writing by Lessee prior to expiration of the Term, Lessor agrees to renew this Lease Agreement for an additional two (2) year term on substantially the same terms and conditions as contained herein.

(b) Termination of the FCC License. This Lease Agreement shall automatically terminate upon the termination of the FCC License by reason of the express actions of the FCC or otherwise in accordance with its terms.

(c) Termination upon Termination by the FCC for Lessee Actions. This Lease Agreement shall terminate upon the effectiveness of any order of the FCC revoking, canceling, or terminating this Lease Agreement or Lessee's rights hereunder, including, but not limited to, by reason of Lessee's failure to comply with any FCC rule, regulation or policy applicable to spectrum leases, generally, or this Lease Agreement, specifically, or any other applicable law.

(d) Termination upon Termination by the FCC for Lessor Actions. This Lease Agreement shall terminate upon the effectiveness of any order of the FCC revoking, canceling, or terminating Lessor's right to lease the Leased Spectrum under this Lease Agreement, including, but not limited to, by reason of Lessor's failure to comply with any FCC rule, regulation or policy applicable to spectrum leases, generally, or this Lease Agreement, specifically, or any other applicable law; provided, however, that Lessee shall

have the right to submit a request to the FCC for special temporary authority to operate on the Leased Spectrum to provide Lessee with an opportunity to transition its System operations in order to minimize service disruption in accordance with Section 1.9020 of the FCC's rules.

(e) Termination for Material Breach. This Lease Agreement may be terminated by either Party if the terminating Party provides written notice to the other Party that such other Party has materially breached its representations, warranties, covenants, obligations or other agreements contained in this Lease Agreement; provided that the breaching Party has failed to cure such breach within thirty (30) calendar days from the date of its receipt of the notice specified in this subsection (or if performance cannot be made by the breaching Party due to something beyond such Party's reasonable control, the earliest date when performance is possible, not to exceed sixty (60) calendar days from the date of its receipt of the aforesaid notice); and provided further that the terminating Party (A) specifies in such notice the representation, warranty, covenant, obligation or other agreement of which it regards the other Party to be in material breach, and (B) is not itself in material breach of its representations, warranties, covenants, obligations or agreements contained herein.

(f) Termination by Lessor. This Lease Agreement may be terminated by Lessor:

(i) immediately if Lessee becomes insolvent, makes a transfer in fraud of creditors, or makes an assignment for benefit of creditors; or

(ii) upon the filing of any petition by or against Lessee under any present or future section or chapter of the Bankruptcy Code or under any similar law or statute of the United States or any state thereof (which, in the case of an involuntary proceeding, is not permanently discharged, dismissed, stayed, or vacated, as the case may be, within sixty (60) calendar days of commencement), or if any order for relief shall be entered against Lessee in any such proceedings.

(g) Termination by Lessee. This Lease Agreement may be terminated by Lessee upon written notice to Lessor after the effective date of any change in law, policy or published opinion enacted by the FCC or any governmental body that would prevent or limit Lessee from using the Leased Spectrum for its intended use.

(h) Effect of Termination. Termination of this Lease Agreement for any reason shall not relieve either Party of any liability which at the time of termination has already accrued to such Party or which thereafter may accrue in respect of any act or omission prior to such termination and shall not affect the survival of any right, duty or obligation of either Party under any Section of this Lease Agreement that is expressly stated to survive termination hereof. Notwithstanding anything herein to the contrary, (i) the provisions hereof relating to termination and confidentiality shall expressly survive the termination of this Lease Agreement; and (ii) in connection with any termination of this Lease Agreement, Lessee shall be afforded a reasonable amount of time to insure an orderly transition and avoid adverse impacts on its customers and System operations. If the Lease Agreement is terminated earlier than the termination date set forth in the FCC Lease Agreement

Notification, Lessor shall file a notification with the FCC indicating the date of termination no later than ten (10) calendar days after the early termination in accordance with Section 1.9020 of the FCC's rules.

8. Amendment to Lease Agreement.

Throughout the term of the Lease Agreement, any amendments to this Lease Agreement will be signed in writing by the Parties and, if applicable, the Parties will cooperate with the preparation and filing of a new FCC Lease Agreement Notification with the FCC.

9. Payments.

(a) Lease Agreement Payment. In exchange for its use of the Leased Spectrum, Lessee shall pay to Lessor the amount of \$5,100 per month payable in advance, in full, within five (5) business days prior to December 1, 2025 and thereafter five (5) business days prior to the start of each month until the end of the Term. In addition, the first lease payment made by Lessee to Lessor under this Lease Agreement shall include a retroactive payment in the amount of \$20,400 (reflecting lease payments for April – July 2025) to compensate Lessor for its lost use of the Leased Spectrum beginning on April 4, 2025, when it voluntarily suspended operation of its own facilities in order to facilitate Lessee's ongoing operation of the System.

(b) Regulatory Fees. Lessor will be responsible for paying all required FCC regulatory fees accruing by reason of Lessee's operation of the Leased Spectrum, except for any such fees that may be assessed directly on Lessee by reason of its operation of the System, if any.

(c) Sales and Use Taxes. Lessee will be responsible for billing, collecting, reporting, and remitting any and all sales or use taxes directly related to Lessee's use of the Leased Spectrum and the services provided thereon, if any.

(d) Payments. Payments of Lease Agreement payments shall be made to Lessor at the location set forth in Section 13(b) of this Lease Agreement.

10. Express Covenants and Agreements (FCC Required Terms).

Notwithstanding anything contained herein to the contrary, the Parties agree that the following FCC rule provisions will apply:

(a) Lessee must comply at all times with applicable rules set forth in the Communications Laws and any other requirement of law. This Lease Agreement may be revoked, cancelled, or terminated by Lessor or by the FCC if Lessee fails to comply with the applicable requirements;

(b) If the FCC License is revoked, cancelled, terminated, or otherwise ceases to be in effect, Lessee has no continuing authority or right to use the Leased Spectrum related to such FCC License unless otherwise authorized by the FCC;

(c) The Lease Agreement is not an assignment, sale, or transfer of the FCC License itself;

(d) The Lease Agreement will not be assigned to any entity that is ineligible or unqualified to enter into a spectrum leasing arrangement under the Communications Laws; and

(e) Lessor will not consent to an assignment of this Lease Agreement unless such assignment complies with applicable FCC rules and regulations.

11. Representations, Warranties and Covenants.

(a) Each of the Parties hereto represents, warrants and covenants, as applicable, to the other, with respect to facts and issues relating to it, that:

i. it is duly organized and in good standing under the laws of the jurisdiction of its organization;

ii. it has full power and authority to carry out all of the transactions contemplated hereby;

iii. it shall comply with all applicable laws, including the Communications Laws and state, local and federal rules and regulations, governing the business, ownership, management and operations under this Lease Agreement;

iv. all requisite resolutions and other authorizations necessary for the execution, delivery, performance and satisfaction of this Lease Agreement have been duly adopted and complied with; and

v. except as its enforceability may be limited by governmental immunity or bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally this Lease Agreement is a valid and binding agreement, enforceable against it in accordance with the terms of this Lease Agreement.

(b) Lessor further represents and warrants as follows:

i. Lessor is the exclusive holder of the FCC License, free and clear of all liens, and no other person has any right, title or interest in or to the FCC License. The FCC License has been granted to Lessor by Final Order and is in full force and effect. "Final Order" means action by the FCC or its staff acting under delegated authority as to which (1) no request for stay by the FCC, as applicable, of the action is pending, no such stay is in effect, and, if any deadline for filing any such request is designated

by statute or regulation, such deadline has passed; (2) no timely petition for review, rehearing or reconsideration of the action is pending before the FCC, and the time for filing any such petition has passed; (3) the FCC does not have the action under reconsideration on its own motion and the time for such reconsideration has passed; and (4) no appeal to a court, or request for stay by a court, of the FCC's action, as applicable, is pending or in effect, and, if any deadline for filing any such appeal or request is designated by statute or rule, it has passed.

ii. Except for proceedings known to Lessee or affecting the wireless industry generally, there is not pending or, to the knowledge of Lessor, threatened against Lessor or the FCC License, nor does Lessor know of any basis for, any application, action, formal complaint, claim, investigation, suit, notice of violation, petition, objection or other pleading, or any proceeding before the FCC or any other governmental body, against Lessor or the FCC License, which questions or contests the validity of, or seeks the revocation, cancellation, forfeiture, non-renewal or suspension of, the FCC License, or which seeks the imposition of any modification or amendment thereof, or the payment of a material fine, sanction, penalty, damages or contribution in connection with its use.

iii. All material documents required to be filed at any time by Lessor with the FCC or any other governmental body pursuant to FCC rules and policies with respect to the FCC License have been timely filed or the time period for such filing has not lapsed, except where the failure to timely file or make such filing would not be material. All of such filings are complete and correct in all material respects. To Lessor's knowledge, the FCC License is not subject to any conditions other than those appearing on its face and those imposed by FCC rules and policies. All amounts owed to the FCC in respect to the FCC License have been timely paid and, as of the date hereof, and to Lessor's knowledge, no further amounts are due to the FCC for the FCC License.

iv. Lessor is in compliance in all material respects with all laws, rules and regulations applicable to the FCC License, and has complied in all material respects with the terms and conditions of the FCC License. To Lessor's knowledge, it has not received written notice of any complaint or order filed alleging any material non-compliance with respect to any such laws, rules or regulations, in each case to the extent applicable to the FCC License.

(c) Lessee further represents and warrants to Lessor that it possesses all the requisite qualifications (including those relating to ownership and character) under the Communications Laws to be a lessee as contemplated in this Lease Agreement.

12. Damage Limitations; Survival.

(a) Damages Limitation. No Party shall be entitled to receive any special, punitive, incidental, consequential or similar damages in connection with any claim under this Lease Agreement.

(b) Survival. The representations and warranties contained in this Lease Agreement shall remain in effect for six (6) months following the termination or expiration of this Lease Agreement and shall expire at the end of such period, except that any intentional misrepresentation regarding such representations and warranties shall survive indefinitely.

13. Miscellaneous.

(a) Public Record. Notwithstanding anything else in this Lease Agreement to the contrary, Lessor acknowledges that Lessee is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the "Act"), and that this Lease Agreement, including all documents incorporated by reference, are a public record as defined in such Act, and as such, will be open to public disclosure and copying.

(b) Notices. Except as otherwise provided in Article 9 above as to payments, all notices or other communications which are required or permitted hereunder will be in writing and sufficient if delivered by hand, by registered or certified mail, postage pre-paid, or by courier or overnight carrier, to the person or entities at the addresses set forth below (or at such other address as may be provided hereunder), and will be deemed to have been delivered as of the date so delivered:

If to Lessor:

Patrick Trammell
Choctaw Holdings, LLC
1500 1st Avenue North, Unit 76
Email: pat.trammell@choctawtelecom.com

With a required copy (which shall not constitute notice) to:

Brian Higgins
Wilkinson Barker Knauer, LLP
1800 M Street, NW, Suite 800N
Washington, DC 20036
E-mail: bhiggins@wbklaw.com

If to Lessee:

Hyong Yi
Union County Water Administrator
Union County, North Carolina
500 N. Main St., Suite 400
Monroe, NC 28112
Email: Hyong.Yi@unioncountync.gov

with a required copy (which shall not constitute notice) to:

Jason Kay
County Attorney
Union County, North Carolina
500 N. Main Street, Suite 925
Monroe, NC 28112
Email: jkay@unioncountync.gov

or to such other address or addresses as may hereafter be specified by notice given by any of the above to the others. Notices given by United States certified mail as aforesaid will be effective on the third business day following the day on which they are deposited in the mail. Notices delivered in person or by overnight courier will be effective upon delivery.

(c) Successors and Assigns. Except for any assignments by Lessor to an affiliate for which Lessee consent is hereby provided, neither this Lease Agreement nor any of the rights or obligations hereunder may be assigned by Lessee without the prior written consent of Lessor. During the Term of this Lease Agreement, Lessor shall have the right and ability, without the consent of or notice to Lessee, to assign its rights and obligations under this Lease Agreement or, subject to Lessee's rights hereunder, to sell, transfer, assign, pledge or otherwise dispose of the FCC License in accordance with the Communications Laws. Notwithstanding anything herein to the contrary, this Lease Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

(d) Entire Agreement; Amendments. This Lease Agreement, and all exhibits and schedules referred to herein (which are incorporated herein and made a part of this Lease Agreement by reference) and the documents delivered pursuant hereto, contain the entire understanding of the Parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements or understandings among Lessor and Lessee with respect to the rights and performances contemplated herein. This Lease Agreement will not be amended, modified or supplemented except by a written instrument signed by authorized representatives of the Lessor and the Lessee.

(e) Waivers. No failure by either Party to exercise, and no delay by either Party in exercising, any right or remedy under this Lease Agreement will constitute a waiver of such right, remedy or any other right or remedy under this Lease Agreement. Any waiver by either Party of any right or remedy under this Lease Agreement will be limited to the

specific instance and will not constitute a waiver of such right or remedy in the future or of any other right or remedy hereunder.

(f) Expenses. Except as otherwise set forth herein, each Party hereto will pay all of its own costs and expenses incident to its negotiation and preparation of this Lease Agreement and the consummation of the transactions contemplated hereby, including the fees, expenses and disbursements of its counsel and advisors.

(g) Construction and Interpretation. No Party will be deemed to be the draftsman hereof. Accordingly, neither this Lease Agreement nor any uncertainty or ambiguity herein will be conclusively construed or resolved against any Party hereto, whether under any rule of construction or otherwise. This Lease Agreement has been reviewed, negotiated and accepted by all Parties.

(h) Execution in Counterparts. This Lease Agreement may be executed in one or more counterparts which may be delivered by pdf or DocuSign, each of which will be considered an original instrument, but all of which will be considered one and the same agreement, and will become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to each of the other Parties hereto.

(i) Governing Law. This Lease Agreement will be governed by, enforced and construed in accordance with the laws of the State of North Carolina (without regard to conflicts of law principles) and the Communications Act of 1934, as amended and related rules, regulations and policies of the FCC.

(j) Dispute Resolution. The Parties agree to work together to resolve disputes that may arise between them regarding this Lease Agreement.

(k) Specific Performance. Notwithstanding anything herein to the contrary, if either Lessor or Lessee fails to perform any of its obligations under this Lease Agreement, the aggrieved Party shall have the right, in addition to all other rights or remedies, to seek specific performance of the terms hereof.

(l) Headings. Subject headings are included for convenience only and will not effect the interpretation of any provisions of this Lease Agreement.

(m) Document Inspection. Each Party will retain a duly-executed copy of this Lease Agreement (including any amendments thereto) in its files, and will, subject to the provisions of Section 13(a) hereof, provide the FCC or any other governmental body with a photocopy of those portions of this Lease Agreement to the extent requested.

(n) Severability. Should any court or agency determine that this Lease Agreement or any provision of this Lease Agreement is invalid, or if the FCC amends its rules or adopts policies that materially affect this Lease Agreement, the Parties agree to use their commercially reasonable efforts to negotiate modifications to this Lease Agreement such that the Lease Agreement is valid and effectuates the intent of the Parties.

(o) No Partnership. Nothing contained in this Lease Agreement will be deemed to create a partnership or joint venture between the Parties. Except as otherwise provided in this Lease Agreement, neither Party shall have any authority to bind the other Party to any agreement, understanding, or other instrument, in any manner whatsoever.

(p) Reformation. If the FCC determines that this Lease Agreement is inconsistent with the terms and conditions of the FCC License or the Communications Laws or if any governmental body alters the permissibility of this Lease Agreement subsequent to the Effective Date of this Lease Agreement under the requirements of law, then the Parties agree to use commercially reasonable efforts to modify this Lease Agreement if possible and as necessary to cause this Lease Agreement (as modified) to comply with such new requirements of law and to preserve to the extent possible the economic arrangements set forth in this Lease Agreement.

(q) Further Assurances. Each Party will execute and deliver such further documents and take such further actions as the other Party may reasonably request consistent with the provisions hereof in order to affect the intent and purposes of this Lease Agreement.

(r) Attorney's Fees. Notwithstanding anything herein to the contrary, as to disputes arising between the Parties, each such Party shall be responsible for its own legal expenses and costs, including, but not limited to attorney's fees, witness costs, and expert witness costs.

(s) Force Majeure. Neither Party shall be liable to the other Party for any failure or hindrance of performance under this Lease Agreement due to causes beyond its reasonable control, including, without limitation, Acts of God, fire, storm, flood, extreme temperatures, pandemic, or other natural catastrophes or national emergencies, government shutdowns, explosion, vandalism, insurrections, riots, acts of terror, wars, or strikes, work stoppages, or other labor difficulties ("Force Majeure Event"). The Party claiming relief under this Section 13(s) shall notify the other Party of the occurrence of the Force Majeure Event and of the termination of such Force Majeure Event.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have caused this Lease Agreement to be executed on the day and year first above written.

LESSOR

CHOCTAW HOLDINGS, LLC

By: _____

Name: Patrick Trammell

Title: President

LESSEE

UNION COUNTY, NORTH CAROLINA

By: _____

Name: Brian Matthews

Title: County Manager

SCHEDULE A

The following license authorizations for the specified counties identified below will be leased by the Lessee from the Lessor:

Call Sign	Market Name (Market Number)	Counties	Block	MHz
WQGF315	Mid-Atlantic (AMT002)	Alexander, NC Alleghany, NC Anson, NC Cabarrus, NC Catawba, NC Chester, SC Chesterfield, SC Davidson, NC Davie, NC Forsyth, NC Gaston, NC Iredell, NC Lancaster, SC Lincoln, NC Mecklenburg, NC Montgomery, NC Richmond, NC Rowan, NC Stanly, NC Stokes, NC Surry, NC Union, NC Wilkes, NC Yadkin, NC York, SC	A	217.950 – 218.0