Penny – Thanks for putting together this proposed contract. Since our last discussion, things have changed in regards to my property and our ISP. Because it took so long to bring your service up to the standard that it was when NextWave provided it, Texas Wood Mill Cabinets, LLC (TWMC) stopped using CIP’s service and switched to Starlink, though they hoped to use your service as a backup and to provide a static IP address for their security cameras. Though that static IP addressed was requested, we never heard back from you, so we assume CIP is unable to provide it.

In addition, we’ve been notified that fiber optic service will soon be available to all the residents in our area.

And finally – I’m considering putting my place up for sale later this year and do not want to be encumbered by a contract the next owner may not want.

Therefore, I’m rejecting your contract proposal. On the other hand, I’m proposing these changes to the contract. Please let me know if they are acceptable to you, and if so, re-issue a contract for my inspection. The following are changes that will need to be made:

I.a Delete reference to ‘Woodmill’ since that company has no connection with the tower except that it (Texas Wood Mill Cabinets, LLC) has one of your receivers attached to the building it is leasing. The tower is located on land belonging to ‘The Kelley Family Trust’ and is located at 294 Private Road 7904, Hawkins, TX. (Note – if and when a contract is made between CIP and The Kelley Family Trust, Texas Wood Mill Cabinets, LLC will probably request your service as a backup.)

I.e CIP must provide owner a 1 hour previous notice of its need to access the property. Notice can be made by phone to owner’s cell phone.

I.f EXCEPT FOR PERIODS OF POWER OUTAGES, Owner shall …

II. Term shall be for a period of one(1) year.

III. Because our deal with previous ISP who have used this tower has been that they provide the highest band width available, and since you one offer “1 connection”, I want to change the compensation to a dollar value equivalent to %125 of the highest wireless bandwidth you offer your customers which at this time is your 30/30 plan at $109.95/month. Thus compensation for the 1-year contract would be $137.44.

BTW – the address again is “294 Private Road 7904 …”

IV. CIP shall provide Workman’s Compensation Insurance Certificate with The Kelley Family Trust listed as co-insured.

VIII. Assignment – Written approval must be received from The Kelley Family Trust before assignment to any other provider, service, or user.

IX. Not sure if this is an error on your part, but this contract will be made in Texas and subject to Texas law.

In addition to the above changes, CIP must include a statement to the effect that they are:

1. Leasing the tower and are fully responsible for the integrity of the tower
2. Fully aware that the tower is “home built” and is without any certification or license
3. that The Kelley Family Trust will not be held liable for any loss of customer revenue or physical injury sustain by CIP’s employees or contractors while working on or near the tower due to failure of the tower.