

BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is executed as of the ____ day of November, 2022 by and between MNW Telecom, Inc, an Indiana corporation, (the "Company"), and the North Boone Community School District 200 ("District").

BACKGROUND

Company and District entered into a Telecommunications Service Agreement dated February 28, 2013 (the "Agreement") in which Company agreed to provide Wireless Wide Area Network Service, among other services to certain locations on the terms and conditions provided for in the Agreement.

In order to provide the Services required by the Agreement, the Company constructed a communication tower on the property commonly known as Manchester Elementary School, 3501 Blaine Road, Poplar Grove, Illinois ("Poplar Grove"). The Agreement explicitly states that communication towers are owned by the Company.

The Company now desires to transfer ownership of the communication tower located at Poplar Grove to the District.

All capitalized terms used and not otherwise defined in this Bill of Sale shall have the meanings given them in the Lease.

NOW, THEREFORE, FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of this Bill of Sale, the parties hereto agree as follows:

1. Assets to be Purchased. Subject to the terms and conditions of the Agreement, Company hereby sells, transfers, conveys, assigns, and delivers to District, and District hereby receives and accepts, the communication tower located at Poplar Grove, to have and to hold unto District and its successors and assigns forever. The District shall purchase the communication tower for the price of \$1.00.

2. Lease to be Assumed. Company currently has one tenant, T6 Broadband, who leases space on the communication tower pursuant to a written Lease for Antenna Space (the "Antenna Lease"). The Antenna Lease will be assigned to the District and District assumes and agrees to perform all rights and obligations of the "lessor" pursuant to the terms of the Antenna Lease.

3. Miscellaneous. This Bill of Sale may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. The signature page to this Bill of Sale may be delivered by facsimile or other electronic transmission and the signatures thereon shall be deemed effective upon receipt by the intended receiving party.

IN WITNESS WHEREOF, Company and District have executed this Bill of Sale to be effective as of the date set forth herein.

COMPANY:

SURF AIR WIRELESS, LLC

By: _____

Title:

DISTRICT:

**NORTH BOONE COMMUNITY SCHOOL
DISTRICT 200**

By: _____

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is executed as of the ____ day of November, 2022 by and between MNW Telecom, Inc., an Indiana corporation, (“Assignor”) and North Boone Community School District 200 (“Assignee”).

WHEREAS, Assignor is currently antennas and a base station (the “Equipment”) located at Manchester Elementary School, 3501 Blaine Road, Poplar Grove, IL pursuant to a written Lease for Antenna Space dated December 29, 2014 and subsequently modified by an Addendum to Lease executed on April 22, 2015. The Lease for Antenna Space and Addendum shall be referred to collectively herein as the “Lease”;

WHEREAS, Assignor shall be transferring ownership of the Equipment to the Assignee; and

WHEREAS, in addition transferring the Equipment to Assignee, Assignor also desires to assign the Lease to Assignee for no additional consideration;

NOW, THEREFORE, FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the Lease, the parties hereto agree as follows:

1. **Defined Terms.** Capitalized terms used but not defined herein have the meanings given them in the Lease.

2. **Assignment and Assumptions.** Assignor hereby irrevocably assigns, sets over, transfers and conveys to Assignee all of Assignor’s right, title and interest in and to the Lease. The lease agreements are attached hereto as “**Exhibit A.**”

3. **Lease Agreements.** Assignee hereby accepts this Assignment and the rights granted herein, and Assignee hereby expressly assumes, for itself and its successors, assigns and legal representatives, the Lease and all of the obligations and liabilities, fixed and contingent, of Assignor thereunder accruing from and after the date hereof with respect to the Lease.

4. **Security Deposits.** Assignor does not hold or maintain security deposits in connection with the Lease.

5. **Miscellaneous.** The provisions of this Assignment are subject, in all respects, to the terms and conditions of the Lease and all of the representations and warranties, covenants, indemnities and agreements contained therein, all of which will survive the execution and delivery of this Assignment. This Assignment may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document. A facsimile or pdf of an executed counterpart of this Assignment will be deemed to be an original executed counterpart of this Assignment.

ASSIGNOR:

MNW Telecom, Inc.

By: _____

Name: _____

Its: _____

ASSIGNEE:

North Boone Community School District 200

By: _____

Name: _____

Its: _____