

WATER TOWER LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made and entered into this _____ day of July, 2023, by and between the Village of Ridgeway, Iowa County, Wisconsin, a Wisconsin municipal corporation (“Village” or “Lessor”) and MH Telecom LLC, (“MHTC” or “Lessee”) a Wisconsin Limited Liability Company, 200 East Main Street, Mount Horeb, Wisconsin 53572. Village and MHTC are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

WHEREAS, Lessor owns property located on Main Street in the Village of Ridgeway, Wisconsin, with property tax identification number 177-0220.A (the “Property”); and

WHEREAS, Lessor owns, maintains and operates a water tower (the “Tower”) on the Property; and

WHEREAS, MHTC desires to occupy and Lessor has the right and authority to lease space on the Tower and inside the base of the Tower at the Property for MHTC to attach equipment, facilities and appurtenances for MHTC’s wireless broadband communications services operations.

NOW, THEREFORE, in consideration of the mutual promises, conditions and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Lease of Space. Lessor hereby grants to MHTC, and MHTC hereby receives and accepts from Lessor, a lease to use the following described space:
 - 1.1 Attachment locations upon the Tower (collectively, the "Tower Space") for the placement and affixing of antennas at no greater than fifteen (15) feet above the highest point of the existing structure (the “Tower Equipment”). The total number of antenna being attached to the Tower by MHTC is not to exceed eleven (11); and
 - 1.2 Space inside the base of the Tower, in an area no greater than seven (7) feet by seven (7) feet (the “Ground Space”) for the placement of a cabinet to house the required wireless equipment (the “Ground Equipment”).
2. Privileges. Lessor hereby confers upon MHTC the following described privileges appurtenant to the Property which, so long as there are no defaults hereunder, shall continue for the duration hereof:
 - 2.1 To connect MHTC's Ground Equipment and Tower Equipment to a 20 amp, 110VAC electrical power source located on the Property as further described in Section 7;
 - 2.2 An access easement for pedestrian and vehicular travel between the Property and the nearest adjacent public road over routes which Lessor is entitled to use and to traverse other portions of the Property reasonably necessary to accomplish MHTC's purposes as contemplated herein. MHTC understands and agrees that such right of travel over the Property to the Tower, Tower Space, Ground Space and as reasonably necessary to accomplish MHTC’s purposes as contemplated herein is non-exclusive and that other entities and users have the right to travel on and over the Property; and

- 2.3 An easement to install facilities (e.g., conduit, fiber, wires, cables) necessary to connect MHTC's Ground Equipment and Tower Equipment to the facilities of MHTC.
- 2.4 Village agrees to make such other reasonable additional direct grants of easement as MHTC may request in order to further the purposes for which MHTC has been granted the easements set forth in this Section 2.

3. Use of Property.

- 3.1 MHTC shall be entitled to use the Property to install, operate, monitor, maintain, repair, upgrade and modify as necessary thereon equipment for the provision of wireless broadband communications services including, but not limited to, its Ground Equipment and Tower Equipment as set forth in this Lease. MHTC's use of the Property shall at all times comply with and conform to all laws and regulations applicable thereto. MHTC shall obtain approval from Village or Village's consulting engineer prior to attaching any equipment, facilities or appurtenances to the Tower beyond the designated attachment space of the utility ring.
- 3.2 MHTC agrees to repair any damage to roads, land, the Tower, the Property or other Village property caused by the construction and installation of MHTC's equipment.
- 3.3 MHTC shall have the right to conduct surveys, radio signal propagation tests, structural analyses and any other tests or investigation which MHTC deems necessary or desirable to determine whether or not the Property is suitable for MHTC's permitted use hereunder, provided that such tests shall be at MHTC's sole expense, and shall not damage the Property or the Tower or interfere with any other person's use of the Property or the Tower. MHTC will provide five (5) days' written notice to Village prior to conducting such tests, surveys or analysis.

4. Initial Term. The initial term of this Lease shall be four (4) years. The initial term shall commence on April 4, 2023.

5. Renewal. This Lease shall automatically renew and extend for up to three (3) additional terms of four (4) years each, upon a continuation of all the same provisions hereof, unless MHTC gives written notice to Village at least one-hundred and eighty (180) days prior to the expiration of the then-current term of MHTC's intention to terminate the Lease whereupon, following such notice, this Lease shall terminate with the expiration of the then-current term.

6. Rent.

- 6.1 MHTC will pay the Village rent of \$50 per month, payable beginning on the 1st day of the month for the term of this Lease ("Base Rent").
- 6.2 MHTC will provide the Village MHTC services, broadband internet access service and/or managed services, valued up to \$123.98 per month for the term of this Lease, within or within reasonable distance of the Property, provided MHTC can provide its broadband internet access service to those locations without additional cost or expense.

7. Utilities. Lessor shall provide MHTC with electric power, in the manner described in paragraph 2.1 above, at no additional charge to MHTC. MHTC shall install at its expense an electrical code-compliant receptacle and may at its expense install UPS filtering equipment, provided the installation, placement and provision does not materially interfere with the use of the Property by Lessor. Lessor shall solely and independently be responsible for the separate metering, billing and payment of all electric utility service.
8. Taxes. MHTC shall be responsible only for taxes levied against MHTC's equipment. Lessor shall be responsible for taxes levied against the Property, the Tower, Lessor's other structures and equipment, and, by arrangement with the landowner (if other than Lessor), the underlying land.
9. Access. Beginning on the date of this Lease as first set forth above, MHTC shall have nonexclusive, unlimited access to the Property and the Tower twenty-four (24) hours per day, seven (7) days a week for the purposes as contemplated herein; provided, however, that MHTC will schedule its non-emergency work on the Tower so as not to interfere with the Lessor's maintenance and repair of the Tower. MHTC shall comply with all local and federal safety regulations and laws, emergencies notwithstanding. MHTC's access to the Tower shall be limited to work performed on MHTC's behalf by qualified tower riggers and other reasonably necessary qualified personnel, hired at MHTC's sole expense. Except in the case of an emergency, MHTC shall provide a minimum of three (3) days' notice before performing any work on the Tower to MHTC's Tower Equipment. No such advance notice is required for work on MHTC's Ground Equipment. The term "emergency" as defined herein shall include without limitation circumstances which are reasonably likely to threaten the life or safety of persons or cause physical damage to property as well as instances where MHTC's wireless broadband communications services customers are experiencing service outages. The conditions of this paragraph are contingent on Federal, State and USDA laws and rules which may govern access to the property. If a change in law or rules should occur both parties agree to meet and reasonably address access to the location by MHTC based on the then current laws and rules.
10. Non-Interference. Subsequent to the installation of MHTC's antennas, Lessor shall not permit itself, its lessees or licensees (i.e., other tenants), to install new equipment on the Tower, Property or property contiguous thereto owned or controlled by Lessor, if such equipment is likely to cause interference with MHTC's operations. Such interference shall be deemed a material breach of this Lease by Lessor. In the event interference occurs, Lessor agrees to take all action necessary to eliminate such interference. If the interference cannot be eliminated within forty-eight (48) hours after receipt of written notice from MHTC to Lessor, Lessor shall temporarily disconnect the electric power and shut down such of its or its other tenants' operations (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and shall within a reasonable time period correct, eliminate or remedy said interference to the satisfaction of MHTC. In the event Lessor fails to comply with this paragraph, MHTC may terminate this Lease without any further obligation to pay rent and/or pursue other remedies available under this Lease, at law or in equity.
11. Compliance with Laws. The parties shall, at their own cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agencies including, but not limited to, the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC"), having

jurisdiction over the Property and the Parties' operations thereupon. Lessor makes no representations or warranties with respect to the Tower's registration with the FCC. MHTC is solely responsible for any and all FCC or other governmental approvals or registrations, whether federal, state or local, related to MHTC's use of the Tower. In the event the FCC, or other governmental agency requires the Tower to be registered or requires other regulatory approval during the initial term of this Lease or any additional terms thereof, the parties shall cooperate with one another to register the Tower and obtain any required regulatory approvals.

12. Aviation Hazard Marking. Lessor agrees to be solely responsible for full compliance, at all times, with any and all applicable laws relating to the Tower including, but not limited to, marking, lighting, maintenance, inspection, recording and notification requirements of the FAA or other aviation regulatory body or the FCC. MHTC agrees to be solely responsible for any license, approval, marking, lighting, inspection, registration or notification by or to the FAA or other aviation regulatory body or the FCC required as a result of the placement of MHTC's Tower Equipment on the Tower.
13. Tower Maintenance. Lessor represents that it has the right and responsibility to repair and maintain the Tower. If the Tower is damaged for any reason, other than a negligent or wrongful act or omission of MHTC or its contractors, so as to render it substantially unusable for MHTC's intended use, rent shall abate for such a period until Lessor, at its expense, restores the Tower to its condition prior to such damage. In the event that the time to complete restoration of the Tower exceeds thirty (30) days, MHTC shall have the right to terminate this Lease without any further obligation to pay rent. MHTC shall, with reasonable advance notification from Lessor, move its equipment at its own expense when necessary for Lessor to perform painting, repairs and/or maintenance on the Tower.
14. Execution of Other Instruments. Lessor agrees to execute, acknowledge, and deliver to MHTC such other instruments with respect to the Property as MHTC or MHTC's lender may reasonably request from time to time. Such instruments may include, but are not limited to, a memorandum of lease that may be recorded in the appropriate local land records.
15. Mutual Indemnification. MHTC shall indemnify and hold Lessor, its employees, agents, and contractors harmless from and against any loss, damage or injury caused by, or on behalf of, or through the fault of MHTC, or MHTC's employees, agents or contractors, or resulting from MHTC's use of the Property or its presence at the Property. Lessor shall indemnify and hold MHTC, its employees, agents, and contractors harmless from and against any loss, damage or injury caused by, or on behalf of, or through the fault of Lessor, or Lessor's employees, agents or contractors. Neither Party shall be required to hold the other Party harmless against the consequences of such other Party's own willful or negligent conduct.
16. Insurance. MHTC shall maintain commercial general liability insurance insuring it against liability for bodily injury, death or damage to personal property arising out of the activities contemplated under this Lease with combined single limits of \$1,000,000 per occurrence with a \$2,000,000 aggregate. In addition, MHTC shall maintain commercially reasonable insurance appropriate for the uses and activities contemplated under this Lease, including, but not limited to the following: worker's compensation in statutory amounts, employer's liability insurance with combined single limits of \$1,000,000. Lessor reserves the right to require increased or additional insurance coverage during the additional terms of the Lease, consistent with reasonable and

prudent business practices. Any policy required to be obtained hereunder (except for worker's compensation) shall name Lessor as an additional insured and a certificate of insurance shall be provided to Lessor upon reasonable request.

17. Opportunity to Cure Defaults/Remedy for Breach. If Lessor or MHTC fails to comply with any provision of this Lease which the other Party claims to be a default hereof, the Party making such claim shall serve written notice of such default upon the defaulting Party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting Party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended by the non-defaulting Party for an additional thirty (30) day period, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing. In the event of an uncured default, the non-defaulting Party may cure such default and mitigate its damages. The reasonable costs of curing such default shall be payable by the defaulting Party upon the written demand of the non-defaulting Party. This section shall not apply in cases of interference, which instead shall require immediate and effective curative action as set forth in Section 10, above.
18. MHTC's Separate Property. Lessor hereby agrees that MHTC's equipment including, but not limited to, MHTC's antennas, are and shall remain MHTC's separate personal property, and that said property shall never be considered fixtures to the real estate. MHTC shall at all times be authorized to remove MHTC's equipment and antenna(s) from the Property, provided that such removal is accomplished without damage to the property of Lessor's or third parties, and in accordance with the terms of this Lease. Lessor waives any lien rights it may have concerning MHTC's equipment including, but not limited to, MHTC's antennas and related facilities which are deemed MHTC's personal property and not fixtures, and MHTC has the right to remove the same at any time without Lessor's consent.
19. Assignment of MHTC's Interest. MHTC shall not sublease, assign, mortgage or otherwise encumber its rights in the Property or this Lease, without the express written consent of Lessor, which may be withheld for any or no reason.
20. Multiple Users. MHTC shall not sublet the Property or any portion thereof. MHTC shall not permit the Property to become occupied by multiple users purporting to concurrently hold MHTC's rights and privileges hereunder. Nothing in this Lease shall be construed to prohibit Lessor from leasing space on the Tower or the Property to others, provided that any such additional leases to others shall contain provisions prohibiting interference with MHTC's operation of its equipment under this Lease.
21. Quiet Enjoyment. Lessor covenants that MHTC shall have, subject to the terms of this Lease, quiet and peaceable possession of the Property throughout the duration of this Lease, and that Lessor will not intentionally disturb MHTC's occupancy thereof as long as MHTC is not in default hereunder.
22. MHTC's Termination Right.
 - 22.1 MHTC shall have the right to terminate this Lease without any further obligation to pay rent upon the occurrence of any of the following events:
 - 22.1.1 If the approval of or issuance of a license or permit by any agency, board, court or other governmental authority necessary for the initial installation and/or operation

of MHTC's equipment cannot be obtained on terms reasonably satisfactory to MHTC, or is revoked, canceled or lapses, in any case through no fault of the MHTC; or

22.1.2 If MHTC determines based upon soil boring tests, structural analyses, radio signal propagation tests or interference with MHTC's reception or transmission, in all cases conducted prior to MHTC's commencing operations at the Property, that the Property is unsuitable for MHTC's permitted use under this Lease; or

22.1.3 If MHTC is unable to occupy and utilize the Property due to an action of the FCC including, without limitation, a take back of channels, license, spectrum or change in frequencies; or

22.1.4 If MHTC determines that the Property is not appropriate for its operations for economic or technological reasons including, without limitation, signal interference.

23. Hazardous Substances. Lessor represents and warrants that, to the best of its knowledge, the Property has never been used for treatment, storage or disposal of any Hazardous Substances (as that term is hereinafter defined), and that, to the best of its knowledge, the Property (including the subsurface water) has not been contaminated by any such Hazardous Substance. In the event Hazardous Substances are deposited on, in or under the Property, solely or partially as a result of any act or omission of Lessor, MHTC shall have the right to terminate this Lease without further liability and Lessor shall indemnify and hold MHTC harmless against any claims arising out of such Hazardous Substances, including all of MHTC's attorney fees and costs, which indemnity shall survive the termination of this Lease. In the event Hazardous Substances are deposited on, in or under the Property, solely or partially as a result of any act or omission of MHTC, Lessor shall have the right to terminate this Lease and MHTC shall indemnify and hold Lessor harmless against any claims arising out of such Hazardous Substances, including all of Lessor's attorney fees and costs, which indemnity shall survive the termination of this Lease. Notwithstanding the foregoing, in the event Hazardous Substances are deposited on, in or under the Property, solely or partially as a result of any act or omission of both Parties, or of a Party and a third party (not including a Party's agent), a Party's duty to indemnify and hold the other Party harmless shall be in proportion to that Party's allocable share of the act or omission causing such contamination. The provisions of this section shall survive the termination of this Lease. For the purposes hereof, "Hazardous Substances" means any hazardous substance as that term is defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (including any amendments thereto), pollutants, contaminants, toxic or hazardous substances or wastes, oil or petroleum products, flammables or any other substances whose nature and/or quantity of existence, use, release, manufacture or effect renders it subject to clean up, remediation, removal or investigation under any federal, state or local environmental, health, community awareness or safety laws or regulations, now or hereafter enacted or promulgated by any governmental authority or court ruling.
24. Surrender. Upon the expiration or earlier termination of this Lease, MHTC shall remove all of MHTC's equipment from the Property and surrender the Property to Lessor in good condition, reasonable wear and tear excepted.
25. Authority. Each Party represents and warrants to the other Party that: (a) it has the right, power

and authority to enter into and perform its obligations under this Lease; and (b) the person executing this Lease on behalf of each Party has been duly authorized to bind the Parties hereto.

26. Severability. If any of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this Lease, and this Lease shall be construed as if that invalid, illegal or unenforceable provision had not been contained in this Lease.
27. No Partnership. Nothing in this Lease is intended to, or shall be deemed to, constitute a partnership or joint venture between the Parties.
28. Waiver. The waiver by either Party of any term, covenant, agreement, or condition contained in this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement, or condition contained in this Lease.
29. Attorney Fees. In any action on this Lease, at law or in equity, the prevailing Party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney fees, and costs of appeal.
30. Merger and Modifications. This Lease contains the entire agreement of the Parties, and may not be modified, except in writing by the Party against whom such modification is sought to be enforced.
31. Binding Effect. All of the provisions of this Lease shall inure to the benefit of and be binding upon the Parties hereto and their respective successors in interest.
32. Notice. Any notice to a Party required or permitted under this Lease shall be in writing and shall be: (a) delivered personally; (b) delivered by express overnight delivery service; (c) mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt required; or (d) delivered by facsimile; provided that a paper copy is also sent via methods (a), (b), or (c) of this paragraph. Notices will be deemed given as of the earliest of: the date of actual receipt; the next business day when sent via express overnight delivery service; five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service, or on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next business day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone. Notices will be addressed to the Parties as follows:

Lessor:
Village of Ridgeway
Attn: Village Clerk
208 Jarvis St Suite A
Ridgeway, WI 53582

MHTC:
MH Telecom, LLC d.b.a. MHTC
Attn: John Van Ooyen
200 East Main Street
Mount Horeb, WI 53572

Or to such other addresses as Lessor or MHTC shall designate by proper notice.

- 33. Sovereign Immunity. The provisions of this Lease are not meant to, and do not imply or create any waiver of the Lessor's sovereign immunity or any other statutory or legal rights of the Lessor.
- 34. Wisconsin Law and Forum. This Lease shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Lease as of the day and year first above written.

LESSOR:

Village of Ridgeway, By:

Signature: _____ Date: _____

Name: _____

Title: Village President

Signature: _____ Date: _____

Name: _____

Title: Village Clerk

LESSEE:

MH Telecom, LLC, By:

Signature: _____ Date: _____

Name: John Van Ooyen

Title: CEO/General Manager