



TOWER SITE LEASE AGREEMENT

THIS AGREEMENT entered into this _____, 2025,

Between: Town of Saratoga (legal name of property owner) ("Lessor"), and Mountain West Technologies Corporation ("Lessee").

WITNESSETH:

WHEREAS, Lessor is the record title owners of certain real property located in Saratoga, WY (GPS Coordinates 41.454164, -106.806927) (address), 111 East Spring Ave Saratoga, Wyoming ("Subject Property"); and

WHEREAS, Lessee is generally engaged in the business of electronic and broadband communication services within the State of Wyoming; and

WHEREAS, Lessee desires to lease a portion of the Subject Property from Lessor to construct, erect and maintain a communications tower on such property, and

WHEREAS, the parties hereto wish to formalize and memorialize their agreements and understandings concerning the lease of such property.

NOW, THEREFORE, the parties agree to the following terms and conditions

1. **Leased Premises.** Lessors hereby agree to lease to Lessee: space for a communications antenna and other related communications equipment and appurtenances that are currently occupied with a reasonable buffer at the Subject Property ("Leased Premises").

2. **Term.** Such lease shall commence on the _____ and shall continue until the _____, (10 -year term).



3. **Lease Payments.** As lease payments, Lessee agrees to provide "Services" (as defined herein) together with all equipment and maintenance for such Services, to certain locations by request (the "Locations") designated by Lessor as documented on "Exhibit A" hereto. "services" shall mean, at a minimum, Top Tier internet service; but the term shall also mean local phone services and any and all other services provided by Lessee that are available to Commercial customers at the designated Location. The Services, including equipment and maintenance, shall be provided to each of the Locations free of cost, or at rates defined in Exhibit

4. A. Lessee shall be deemed to be in default of this Lease Agreement if Lessee fails to provide the required Services to all of the designated Locations on a continuous basis; provided, however, that temporary cessation of services due to temporary operational interruptions shall not be deemed a default.

5. **Use of Premises.** The Leased Premises shall be used for the erection and maintenance of a wireless Internet broadcast tower and rack space for communications equipment. The tower erected shall remain the property of the Lessee and may be used for any and all related business purposes. The rack space and all equipment located therein shall remain the property of the Lessee as well and may be used for all business purposes.

6. **Access.** Lessee shall have access to the Leased Premises pursuant to reasonable rules and regulations adopted by the Lessee. Lessee shall provide 24hr notice for regular maintenance outside of emergency situations. All Lessee equipment is located on the exterior of the building and access will only pertain to that equipment. Access shall be limited to only Mountain West Technologies employees or contractors.

7. **Examination and Improvements.** Upon completion of tower re-build Lessee agrees that the location is suitable for its needs. Lessee agrees that any improvements constructed on the property shall be come real property and shall become the property of the Lessor upon



termination of this lease, provided however the Lessee shall, within one hundred eighty (180) days of the termination of this lease, remove all improvements from the location should the Lessor express a desire to have the improvements removed and to not own the same. Any removal of the improvements shall be done in a manner that does not harm or damage Lessor's lands or property, and following said removal, Lessor's lands shall be returned to the same condition they were in on the date this lease was executed.

8. **Dangerous Materials.** Lessee shall not keep on the Leased Premises anything of a dangerous, inflammable or explosive character or that might be considered hazardous or extra hazardous by any responsible insurance company.

9. **Maintenance and Repair.** Lessee shall, at its sole and exclusive expense, maintain the Lessee's equipment. Lessee agrees that no signs shall be placed on the Leased Premises by Lessee without the prior written consent of Lessor. Lessee shall also maintain adequate commercial casualty and liability insurance coverage on the Leased Premises during the term of this lease, which shall include coverage for fire, personal injury, casualty and damage to property. Lessee's failure to comply with the provisions of this paragraph 8 shall constitute an event of default under this lease.

10. **Utilities.** Will be paid separately by Mountain West.

11. **Subordination of Lease.** The parties hereto agree and acknowledge that this Lease is and shall be subordinate to any easements, right of ways, liens or encumbrances (including surface use agreements) now or hereafter placed on the Leased Premises by Lessor, all advances made under any such liens or encumbrances, and any and all renewals or extensions of such easements, right of ways, surface use agreements, liens and encumbrances.

12. **Lessor's Remedies on Default.** In the event of any breach of this agreement/event of default by Lessee, Lessor, in addition to the other rights or remedies it may have, shall have the



right to terminate this lease upon 120 days' notice to Lessee.

13. **Lessee's Remedies on Default.** If the Lessor defaults on any of its obligations hereunder, Lessee shall have the right to cancel and terminate this lease agreement by giving to the Lessor notice of cancellation and termination and providing not less than ninety (90) days after Lessor's actual receipt of such notice within which to cure and correct any and all such defaults. On expiration of the time fixed in the notice, in addition to any other rights Lessee may have, Lessee shall have the option to either cancel the lease or perform Lessor's obligation and deduct any reasonable cost incurred against future payments that might be owed to Lessor hereunder.

14. **Abandonment.** If at any time Lessee abandons the Leased Premises for longer than one (1) year, Lessor may, at its option, enter the Leased Premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee. Lessor may consider any property left on the Leased Premises to also have been abandoned, in which case Lessor may retain or dispose of all such property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

15. **Option to Renew.** Provided that Lessee is not in default in the performance of this lease, or of any term condition or covenant contained herein, Lessee shall have the option to renew the lease for successive additional terms of five (5) years commencing at the expiration of each lease term. Any such renewal of this lease agreement shall be upon the same terms and conditions as set forth herein except those terms which are specifically modified in a writing signed by both of the parties hereto. Each renewal option shall automatically execute upon renewal date, unless otherwise terminated in accordance with this agreement or by notice of Lessee.

16. **Condemnation.** If, during the Lessee's occupancy, any part of the Leased Premises is condemned for public use under right of eminent domain, and if the remainder of the Leased Premises, in Lessee's or Lessor's opinion, is not suitable for its purposes, Lessee or Lessor may, at



its option, terminate this lease in which case all obligations shall be abated. If the lease is not terminated, the obligations and rights hereunder shall continue. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof. However, and notwithstanding foregoing, whether or not Lessee or Lessor terminates this lease, both Lessor and Lessee shall each

be free to make a claim against the condemning party for the amount of the actual provable damage incurred by them by such proceeding.

17. **Destruction of Premises.** In the event of a partial destruction of the Leased Premises during the term of this lease agreement, or any extension thereof, from any cause, this lease may be terminated by either party. If the lease is not terminated, the obligations and rights hereunder shall continue.

Lessor shall be entitled to all insurance proceeds paid and/or disbursed as a result of the partial and/or total destruction of the Leased Premises. This shall not include insurance proceeds paid to Lessee for any personal property damage incurred by Lessee by any event resulting in the partial and/or total destruction of the Leased Premises.

18. **Holding Over.** Should the Lessee continue to occupy the Leased Premises at the expiration of the term of this lease agreement or any extension thereof; such holding over by the Lessee shall constitute a tenancy from month to month; for the same consideration outlined in Paragraph 2 and upon the same conditions as have been in effect at the time of the expiration of such term. Such month-to-month tenancy may be terminated: by either party; at any time by giving the other party a thirty (30) day notice of such termination.

19. **Attorney's Fees.** In case suit should be brought for recovery of the Leased Premises, for violation, default or breach of this lease, to recover any sum due hereunder, or for specific performance, or because of any act, error or omission which may arise out of the Lessee's possession and/or use of the Leased Premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.



20. **Governing Law.** It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wyoming.

21. **Entire Agreement.** This agreement shall constitute the entire agreement between

the parties. Any prior understanding or representation of any kind proceeding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this lease agreement.

22. **Modification of Agreement.** Any modification of this lease agreement or additional obligation assumed by either party in connection with this lease agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

23. **Notices.** All notices, demands, or other writings in this lease agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other side, shall be deemed to have fully given or made registered and postage prepaid, and addressed as follows:

TO LESSOR: _____

TO LESSEE: Mountain West Technologies. PO Box 2588, Casper, WY 82602.

The address to which any notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

24. **Paragraph Headings.** The titles to the paragraphs of this lease agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this lease agreement.

25. **Binding Effect.** This lease is binding upon and inures to the benefit of the heirs,



assigns and successors in interest to the parties.

26. **Lessee's Tax Obligations.** Lessee shall pay all taxes which may be levied or assessed on the installation, use and operation of its improvements and related equipment located on the Leased Premises, and Lessee further agrees to promptly reimburse Lessor for the amount of taxes which may be assessed against Lessor by reason of Lessee having installed said improvements and related equipment upon the Leased Premises.

27. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and together which shall constitute one and the same document.

28. **Indemnity.** Lessee shall, and hereby expressly agrees to defend, release, indemnify and hold Lessor, and its successors, assigns, heirs, beneficiaries, employees and agents (each, an "Indemnified Person"), harmless from and against any and all loss, expense, liens, claims, liabilities, demands, damage and causes of action of every kind and character, for death, personal injury, property damage or other liability, damage, fine or penalty, including costs, reasonable attorney fees and settlements arising out of or in connection with Lessee's operations on Lessor's lands/the Leased Premises to the extent resulting from or are caused by any act or omission of Lessee or any acts or omissions of its contractors, subcontractors, agents, employees, invitees or licensees, or by Lessee's presence on Lessor's lands/the Leased Premises, except to the extent such loss, expense, liens, claims, demands and causes of action are caused by the gross negligence or willful misconduct of Lessor, its agents, employees, invitees or licensees.

29. **Authority.** Lessor and Lessee each respectively have the power and authority to execute and deliver this lease and to perform their respective obligations under this agreement, this lease has been duly authorized by all actions of each such party, and the person or persons signing for each party has been duly authorized by such party to do so.



30. **Severability and Construction.** If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to

persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law. This Agreement shall not be construed against either party in the event of an ambiguity or other form of dispute as to its interpretation.

31. **No Waiver.** No failure by either party hereto at any time to give notice of any breach by the other party of, or to require compliance with any condition or provision of this lease shall be deemed a waiver of said provision or condition or a waiver of a similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

32. **Assignments.** Lessee cannot assign its rights and/or obligations under this lease to a third party without Lessor's express written consent. If Lessor sells or transfers the Leased Premises, Lessor may assign its interest in this lease to the new owner of the Leased Premises without Lessee's consent.

33. **Recordation.** This lease shall not be recorded in the real estate records without Lessor's prior written consent.

34. **Additional Provisions.**

(a) **Trash.** Lessee and its employees, agents, invitees, contractors, and subcontractors shall dispose of all of their trash and litter in a proper fashion off of the Leased Premises and Lessor's property. Lessee shall be responsible for any trash clean-up or clean-up expenses resulting from Lessee or its employees, agents, invitees, contractors, and subcontractors littering and failing to comply with this subsection 33(b).

(b) **Speed Limits.** Lessee and its employees, agents, contractors, and invitees shall abide by all posted speed limits on local, county, state, federal and private roadways.



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(c) **Damages.** Lessee shall compensate Lessor for any and all damages of any kind, whether to property or person, caused by Lessee and its employees, agents, invitees, contractors or subcontractors, or which are caused by Lessee's exercise of the rights granted

herein. In lieu of a damage payment to Lessor, Lessor may choose to require Lessee to repair any such damages to a condition as good as or better than what existed prior to such damage, subject to Lessor's final approval of the same.

(d) **Restoration.** Upon termination of this lease, Lessee shall restore the Leased Premises to the condition that existed immediately prior to this lease being executed. If requested by Lessor, Lessee shall remove all of its equipment and improvements placed on the Leased Premises.

LESSOR:

LESSEE:

Mountain West Technologies Corporation

BY: _____

BY: _____

Printed Name:

Printed Name:

Title: _____

Title: _____

Date: _____

Date: _____



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Exhibit A”

Customer Contact Information:

- Name: _____
- Mailing Address: _____
- Telephone Number _____

Service Locations:

(307) 233-8400

851 Werner Ct, Suite 100, Casper WY 82601

www.mwtn.net



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1. _____ (_____, _____, WY) –
free of charge