

FIRST AMENDMENT TO SPACE/LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into on _____, 202__ ("Effective Date"), by and between City of Whitewater ("Owner"), and Whitewater Wideband, LLC, d.b.a. Edge Broadband ("Tenant").

Recitals

The parties hereto recite, declare and agree as follows:

A. Owner and Tenant entered into a Space/Lease Agreement (the "Agreement"), dated May 15, 2020, regarding real property located at 502 East Cravath Street, Whitewater, WI 53190 (the "Premises").

B. Owner and Tenant desire to enter into this Amendment in order to modify and amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant covenant and agree as follows:

1. Renewal Terms. Upon the Effective Date of this Amendment Tenant shall have the right to renew the Agreement for two (2) additional years. Each Renewal shall renew automatically unless Tenant provides at least thirty (30) days prior written notice before the expiration of the then current year that Tenant does not wish to exercise such Renewal Term.

3. Terms; Conflicts. The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Agreement. Except as specifically set forth herein, this Amendment shall in no way modify, alter, or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment will govern and control.

4. Rent. Rent shall be paid in equal annual installments, on the same day of the year as the Commencement Date (June 1), each year, in advance, to the CITY, or to such other person, firm, or place as CITY may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.

The rent for this Lease shall be as follows:

1 st year (June 1, 2025)	\$8,600.00
2 nd year (June 1, 2026)	\$8,600.00
3 rd year (June 1, 2027)	\$8,600.00

5. Approvals. Owner represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third-party consent or approval is required, Owner has obtained any and all such consents or approvals.

6. Authorization. The persons who have executed this Amendment represent and warrant that they are duly authorized to execute this Amendment in their individual or representative capacity as indicated.

7. Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first written above.

Owner: City of Whitewater	Tenant: Whitewater Wideband, LLC
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By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____