

## LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is made this 9th day of June, 2022 (the "Effective Date"), between James and Shelley Coffelt whose mailing address is 77500 Jamison Rd, Cadiz Ohio 43907 ("Lessor") and Smart Way Communications, LLC, an Ohio limited liability company, whose address is 319 East Third Street, Uhrichsville Ohio 44683 ("Lessee").

WHEREAS, Lessor owns a parcel of property described below, and agrees to lease said parcel to Lessee for the purposes set forth below.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Premises.** Lessor owns certain real property known as Parcel #050002006000 with a physical address of 129 W Market Street, Cadiz Ohio, 43907 (collectively, the "Premises"). Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, upon the terms and conditions set forth in this Agreement, the land for the construction, placement and maintenance of a tower and one or more antenna on the tower as further described on Exhibit A attached hereto, together with a nonexclusive easement for reasonable access thereto and to the appropriate, in the discretion of Lessee, source of electric facilities. The Premises will be used by Lessee for the purpose of constructing, installing, removing, replacing, modifying, maintaining and operating, at its expense, the tower and a communications service system facility, including, without limitation, antenna equipment, cable wiring, back-up power sources, dishes, equipment, personal property, wires, radio and communication antenna and equipment, related fixtures, antenna structure(s), fences, gates and related facilities (hereinafter, the foregoing sometimes hereinafter being collectively referred to, in whole and in part, as the "Facilities"). Lessee will use the Premises in a manner which will not unreasonably disturb Lessor or Lessor's other tenants. Lessee will have unrestricted access to the Premises 24 hours per day, 7 days per week. Tenant has the right to modify, supplement, replace, upgrade, expand the Facilities, including the tower and equipment, increase the number of antennas, or relocate antennas or Facilities within the Premises at any time during the term of this Agreement.
2. **Term and Commencement Date.** The term of this Agreement (the "Initial Term") is five (5) years, commencing on the Effective Date. The parties agree that this Lease shall automatically renew for additional periods of five (5) years each, for a total of four (4) additional five (5) year periods, and thereafter, shall automatically renew for one (1) year periods. The terms and conditions during a Renewal Term shall be as provided for herein, unless otherwise agreed by the parties in writing. Any reference herein to the "Term" shall include the Initial Term and any Renewal Terms which are exercised as provided herein.
3. **Rent.** Commencing on the Effective Date, Lessee shall pay to Lessor the following rent ("Rent"): Rent shall be Free Internet for four locations of Lessors choice and the apartments located in the property. In the event Lessee exercises its Renewal Option, the Rent for the Renewal Term shall be as provided for herein, unless otherwise agreed by

the parties in writing. Lessor shall be responsible for payment of all real estate taxes and assessments with respect to its property and the Premises, and Lessee shall have no liability with respect thereto.

4. **Title and Quiet Possession.** Lessor represents and warrants that: (a) Lessor owns outright and has good title to the Premises; (b) Lessor has the right, power and authority to enter into, and the ability to perform his/her/its obligations under this Agreement; (c) the person signing this Agreement on behalf of Lessor has the authority to sign, and that the Agreement has been duly executed and delivered by Lessor and is a legal, valid and binding agreement of Lessor, enforceable in accordance with its terms; (d) Lessee is entitled to access to the Premises at all times and to the quiet possession of the portion of the Premises necessary for the construction of the Facilities, including without limitation, the tower, placement and maintenance of the tower and antenna on the tower throughout the Initial Term and each Renewal Term so long as Lessee is not in default of this Agreement; and (e) Lessor will upon the sale or transfer of the Premises, provide an assignment letter to Lessee that instructs Lessee to make future Rent payments to the transferee of the Premises. Lessor further agrees to defend, indemnify and hold Lessee harmless, and assume all liability for failure to provide Lessee with proper transfer information or required documentation pertaining to a transfer of the Premises.
5. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested or sent by recognized overnight carrier to the addresses specified above.
6. **Improvements.**
  - (a) Lessee may, at its expense, make such alterations, additions or improvements on the Premises, as it deems necessary from time to time, for the construction and operation of the Facilities. Lessee agrees: (a) all improvements shall be constructed in a good and workmanlike manner and in compliance with industry standards for work of a comparable nature; (b) all work shall be constructed in accordance with all applicable laws, codes, ordinances, rules and regulations; (c) Tenant at its expense shall obtain all necessary permits and approvals for the improvements from the governmental authorities having jurisdiction; and (d) during construction, Tenant shall maintain in insurance covering the improvements and liabilities arising during the construction.
  - (b) Upon termination or expiration of this Agreement, Lessee shall remove its tower, antenna, equipment and improvements and Facilities and will restore the Premises to substantially the condition existing on the Effective Date, except for ordinary wear and tear and casualty. The Facilities and other property attached to or otherwise brought onto the Premises, shall at all times be the personal property of Lessee and/or its sublessees and licensees. Lessee shall have the right to construct, erect, install, maintain, and operate on the Premises the Facilities and personal property as Lessee may deem necessary or appropriate, and such property, including the Facilities, fixtures, signs and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the sole property of Lessee. At any time during the term of this Lease Lessee shall have



the right to remove its Facilities, fixtures, signs, and personal property from the Premises.

7. **Compliance with Laws.** Lessor represents and warrants that the Premises is in compliance, and that Lessor will comply with all laws, ordinances, rules and regulations of all public authorities having any jurisdiction over the Premises. Lessee will materially comply with all applicable laws relating to its possession and use of the Premises.
8. **Interference.** Lessee will attempt to resolve technical interference problems with other equipment located at the Premises. Lessor will not permit (a) the installation of any future equipment which results in technical interference problems with Lessee's then existing equipment, (b) the installation of any future equipment which encroaches onto the portion of the Premises leased by Lessee, or (c) the use of any portion of Lessor's property by any subsequent users following installation of Lessee's facilities in a way which materially interferes with the rights of Lessee hereunder, including without limitation, for use for a tower, antenna or similar use.

During the term of this Lease, Lessor, its successors and assigns, will not grant any ground lease, license, or easement with respect to any property adjacent to the Premises: (a) for any of the uses contemplated herein; or (b) if such lease, license, or easement would detrimentally impact Lessee's communications facilities, or the use thereof. Lessor shall not cause or permit the construction of radio or communications towers on the Premises or on any other property of Lessor adjacent or contiguous to or in the immediate vicinity of the Premises, except for towers constructed by Lessee.

Lessor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause any tower on the Premises to be in nonconformance with applicable local, state, or federal laws. Lessor shall cooperate with Lessee in any effort by Lessee to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Lessor agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Lessee to apply for and obtain the proper zoning approvals required to use and maintain the Premises and the tower site.

Lessor does hereby authorize Lessee and its employees, representatives, agents and consultants to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Lessor understands that any such applications and/or the satisfaction of any requirements thereof may require Lessor's cooperation, which Lessor hereby agrees to provide at no additional cost to Lessee.

9. **Termination.** Lessee may terminate this Agreement at any time upon sixty (60) days advance written notice to Lessor without further liability to Lessee. Upon termination, all prepaid Rent will be pro-rated and any unearned portion shall be returned to Lessee, and Lessee shall have no further obligation to pay rent hereunder.

10. **Default.** If either party is in default under this Agreement for a period exceeding (a) fifteen (15) days following receipt of a written notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of a written notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and diligently proceeds to fully cure the default.

11. **Indemnity.**

- (a) Lessee shall indemnify, defend and hold Lessor and Lessor's agents, representatives, successors and assigns harmless from and against any and all penalties, claims, losses, liabilities, damages, charges, costs and/or expenses (including, without limitation, reasonable attorneys' fees and court costs) imposed or resulting from or in any way or in any manner connected with: (i) any violation of any laws, ordinances, orders, rules or regulations of any public authority having jurisdiction over the Premises, or any part or parts thereof, first occurring or existing on or after the Effective Date, and caused solely by Lessee; (ii) any accident or other occurrence in, on or about the Premises causing injury to any person or any damage to property, first occurring or existing on or after the Effective Date, and caused solely by Lessee; or (iii) any failure of Lessee in any respect to comply with or perform all the requirements and provisions of this Agreement. Notwithstanding the above, Lessee's obligations hereunder shall exclude any such penalties, claims, losses, liabilities, damages, charges, costs and/or expenses arising out of or resulting from any act or omission of Lessor, or any of Lessor's tenants, members, managers, partners, employees, agents, representatives, successors, and assigns (collectively the "Lessor Parties"). The obligations of Lessee pursuant to this Section shall survive the termination or expiration of this Agreement for a period of twelve (12) months.
- (b) Lessor shall indemnify, defend and hold Lessee and Lessee's members, directors, managers, officers, employees, agents, representatives, successors and assigns harmless from and against any and all penalties, claims, losses, liabilities, damages, charges, costs and/or expenses (including, without limitation, reasonable attorneys' fees and court costs) imposed or resulting from or in any way or in any manner connected with: (i) any violation of any laws, ordinances, orders, rules or regulations of any public authority having jurisdiction over the Premises or any part or parts thereof by Lessor or the Lessor Parties; (ii) any failure of Lessor in any respect to comply with or perform all the requirements and provisions of this Agreement; (iii) the use or ownership of the Premises on or before the Effective Date; (iv) any accident or other occurrence in, on, or about the Premises causing injury to any person or damage to the Premises occurring or existing on or before the Effective Date, or caused by Lessor or the Lessor Parties; (v) Lessor or the Lessor Parties' use and/or occupancy of the Premises; or (vi) or



any preexisting environmental condition, the presence of Hazardous Materials, or the violation of any environmental laws with respect to the Premises.

12. **Hazardous Materials.** Lessor represents that it has no knowledge of any Hazardous Materials on the Premises. "Hazardous Materials" shall mean all those things defined as "hazardous substances," "hazardous materials," "hazardous wastes," "pollutants," "contaminants," "toxic substances" or other similar terms in any Environmental Law.. Environmental Law shall mean all present and future federal, state and local laws, regulations and ordinances and principles of common law relating to the protection of the environment, public health or public safety including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, (42 U.S.C. § 9601, et seq., as amended), the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq., as amended), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq., as amended), the Clean Water Act (33 U.S.C. § 7401, et seq. as amended), the Safe Drinking Water Act (42 U.S.C. § 300f, et seq., as amended) the Toxic Substances Control Act (15 U.S.C. § 2601, et seq. as amended) and any state and local counterparts of such statutes or regulations. Lessee will not introduce or use any such Hazardous Materials on the Premises in violation of any Environmental Law.
13. **Financing, Subordination and Non-Disturbance.** This Agreement is subordinate to any mortgage or deed of trust now of record against the Premises, however, Lessor shall not subordinate this Agreement and the rights of Lessee hereunder to any other party. However, promptly after the Agreement is fully executed, Lessor will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to Lessee from the holder of any such mortgage or deed of trust. Lessee shall have the right during the term of this Lease to subject the Facilities, other improvements and Lessee's leasehold interest in the Premises to one or more mortgages, deeds of trust, assignments of lease, security agreements or other methods of financing or refinancing, or to any one or more extensions, modifications or renewals or replacements of a mortgage. Lessor will not allow any lender or other party to acquire or hold a security interest or lien in the Facilities, including, but not limited to, the tower, antenna or other equipment of Lessee, or the leasehold interest of Lessee.
14. **Insurance.** Lessee will procure and maintain commercial general liability insurance, with limits at a minimum of \$1,000,000 and \$50,000 property damage, combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Lessor within thirty (30) days of written request. Such policy will provide that cancellation will not occur without at least fifteen (15) days prior written notice to Lessor. Each party hereby waives its right of recovery against the other for any property loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any property loss or damage covered by such policy.
15. **Maintenance.** Lessee will be responsible for repairing and maintaining the Facilities installed by Lessee at the Premises in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Lessor or the Lessor Parties, Lessor shall reimburse Lessee for the reasonable costs incurred by Lessee to restore the damaged areas to the condition which existed immediately prior

22. **Attornment and Novation in the Event of Sale.** In the event of a sale or assignment of Lessor's interest in the Premises, or this Lease to a bona fide third party who is unaffiliated with Lessor, or if the Premises comes into the custody or possession of a mortgagee or any other party whether because of a mortgage foreclosure or otherwise, Tenant shall attorn to such assignee or other party and recognize such party as Lessor hereunder; provided, however, that such attornment shall recognize Tenant's rights under this Lease as long as Tenant is not in default under this Lease and peaceable possession will not be disturbed so long as Tenant is not in default under this Lease.

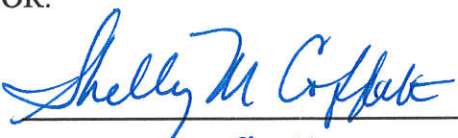
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

LESSEE:

SMART WAY COMMUNICATIONS, LLC

  
Print name: Ryan Gawn  
Title: General Manager

LESSOR:

  
Print name: Shelley M. Coffelt

  
James Coffelt

STATE OF OHIO, Harrison COUNTY, SS:

This is an acknowledgment. No oath or affirmation was administered to the signers with regard to this notarial act.

The foregoing instrument was acknowledged before me this 9 day of June, 2020, ~~22~~ by James Coffelt and Shelley M. Coffelt, husband and wife.

Notary Public Signature Annette Moore



ANNETTE MOORE  
Notary Public  
State of Ohio  
My Comm. Expires  
April 11, 2027

STATE OF OHIO, ~~TUSCARAWAS~~ Harrison COUNTY, SS:

This is an acknowledgment. No oath or affirmation was administered to the signer with regard to this notarial act.

The foregoing instrument was acknowledged before me this 9 day of June, 2022 by Ryan Grewell, General Manager of SMART WAY COMMUNICATIONS, LLC, an Ohio limited liability company, on behalf of the limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cadiz, Ohio, this 9 day of ~~October, 2020.~~ June, 2022

Notary Public Signature Annette Moore



ANNETTE MOORE  
Notary Public  
State of Ohio  
My Comm. Expires  
April 11, 2027

Instrument Prepared By:

Smart Way Communications, LLC.  
Ryan Grewell, General Manager  
319 East Third Street  
Uhrichsville Ohio 44683