

Lease Agreement

This Lease is made and entered into as of this 1st day of May, 2019 by and between the South Woodford Water District of 117 Crossfield Dr., Versailles, KY 40330, (the "Lessor"), and Blue Zoom Ventures, LLC, a Kentucky limited liability company, of 1046 N. College St., Harrodsburg, Kentucky 40330 (the "Lessee").

In consideration of the mutual promises and covenants contained herein, and for the other good and valuable consideration, the parties hereby agree as follows:

- 1. Premises:** Lessor leases to Lessee and Lessee hires from Lessor, at each of the three (3) water towers named below, (A) the walkway railing located on such tower for the purpose of mounting wireless internet transmission and receiving equipment including antennas and dishes, and (B) a six foot by six foot section of ground space at the base of each tower for the purpose of locating a lockable shelter for backbone equipment and electrical connections. Lessee's equipment and related personal property at each tower is referred to as Lessee's "equipment". This Lease shall apply to the following tower(s): (1) Nonesuch (37.91391, -84.73572), (2) Mortonville (37.97618, -84.76525), and (3) Highway 33 (38.01139, -84.72084). It shall be the responsibility of the Lessee to secure all equipment, including all cables, in a workmanlike manner and consistent with the aesthetics of the towers. If at any time Lessor determines that the activities, equipment, or services of Lessee are interfering with the operation of the telemetry of Lessor, upon reasonable notice the Lessee shall take corrective action to remedy any such issues. All equipment shall remain the property of Lessee and upon termination thereof the Lessee shall, within a reasonable time, remove all of its equipment.
- 2. Term:** The initial term of this Lease shall be for five years (5) years, commencing upon May 1, 2019, and ending on the April 30, 2024, and Lessee shall have the right to renew this lease for another three (3) year term subject to all terms and conditions herein contained. This Lease shall automatically renew unless Lessee gives Lessor written notice of non-renewal no less than 60 days prior to the date of the expiration of the initial term.
- 3. Rent:** As consideration for this Lease, Lessee shall pay Lessor monthly cash rent of two hundred dollars (\$200) per tower where Lessee has deployed equipment. Cash rent shall be due monthly in advance on the first of each month.
- 4. Title and Quiet Possession:** Lessor covenants that Lessor is seized of the demised premises in fee simple or has a valid and enforceable lease to same and has full right to make this Lease and that Lessee shall have quiet enjoyment and peaceable possession of the demised premises during the term hereof.
- 5. Use:** Lessee shall use and occupy the demised premises for the purpose of mounting wireless internet access points and antennas and related equipment and for the purpose of constructing a lockable panel box or shelter for backbone equipment and electrical connections on the six foot by six foot section of land at the base of each tower, for the purpose of providing wireless internet service to the public. Lessee shall not use, or permit the demised premises, or any part thereof, to be used, for any purpose or purposes other than as described herein. Lessee shall, at its sole cost, comply with all requirements, pertaining to the demised premises, of any insurance, organization or company, necessary for the maintenance of insurance, as herein provided, covering any of the appurtenances at any time located on the demised premises. If necessary, Lessee shall be responsible for removing/moving all of its equipment on the water tower(s) when notified by Lessor of planned repairs and/or maintenance to said towers(s); further, Lessor agrees to provide at least a 30 day written notice to Lessee for such repairs and maintenance. Lessee shall be responsible for the reinstallation of their equipment upon

completion of repairs/maintenance. Nothing in this Lease shall be interpreted to prevent Lessor from making such emergency repairs or improvements as may be appropriate and necessary for the efficient operation of a water system.

6. **Exclusive Rights to Space:** Lessor agrees to lease the space on the aforementioned towers to Lessee exclusively, and Lessor covenants it will not lease space on such towers to any other wireless internet provider, or any entity providing telecommunications services.
7. **Lessee's Right of Entry:** Lessee, its technicians, employees, and agents, shall have access to the demised premises for the purpose of installing and maintaining Lessee's equipment during the term of this Lease and any extensions or renewals thereof, and Lessor has provided Lessee with keys to each tower. Lessee agrees to provide Lessor (via phone or email) commercially reasonable advance notice of its intended access to each tower and will attempt to notify Lessor no less than eight (8) hours in advance of accessing any tower. Lessor agrees to provide Lessee with an emergency contact who has access keys to each tower site. Nothing contained herein shall infringe upon or limit Lessor's right of access to the demised premises.
8. **Utilities:** Lessee shall have the right, at its sole cost and expense, to cause telecommunications and other utility services to be delivered to its equipment in a commercially reasonable manner and Lessor shall provide reasonable assistance to facility such utilities. Lessee shall fully and promptly pay for all electricity, telephone service and any other public utilities of every kind furnished to the demised premises throughout the term hereof, including cost incurred for installation of utilities needed by Lessee, and for all other costs and expenses directly related to the use, operation and maintenance of the premises by the Lessee. Lessee shall establish and maintain separate utility accounts and meters, unless Lessor agrees otherwise.
9. **Indemnification of Lessor:** Lessee shall indemnify and hold Lessor completely harmless from any and all loss, cost, expense, or damages (including but not limited to attorney's fees and court costs) caused by or arising from loss, injury or death to persons or property which at any time may be suffered or sustained by Lessee or by any person authorized by Lessee at any time to be using or occupying or visiting the demised premises or be in, on, or about the same, whether or not any such loss, injury, death, or damage shall be caused by, or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, visitor, or user of any portion of the demised premises.
10. **Insurance:**
 - a. **Coverage:** Lessee shall, at all times during the term of this Lease at Lessee's sole expense, keep all improvements which are now or hereafter a part of the demised premises insured against loss or damage by fire and extended coverage hazards, with loss payable to Lessor and Lessee as their interests may appear.
 - b. **Liability Insurance:** Lessee shall maintain in effect throughout the term of this Lease personal injury liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate with \$1,000,000.00 in excess umbrella coverage. Lessor shall be named as an additional insured on such policies as its interest appears. Lessee shall also maintain Workers Compensation insurance on all of its workers to the extent required by law.
 - c. **Evidence of Coverage:** All policies of insurance provided for herein shall be written as primary policies reasonably acceptable to Lessor. Prior to commencement of the term hereof, Lessee shall supply Lessor with a certificate of insurance reflecting the coverage required herein, together with satisfactory evidence showing that all premiums therefore have been paid. Such policies shall provide for immediate notice to Lessor of default in payment and/or cancellation by the insurance carrier. Lessee's obligation to carry insurance as provided herein may be brought within the coverage of a so-called "blanket" policy of

insurance carried and maintained by Lessee, provided that such policy by its terms assigns to the demised premises at least the amount and scope of the insurance required by Lessor.

11. **Assignment:** This lease shall not be assigned or subleased by the Lessee without the express written consent of the Lessor, except that Lessee may assign this lease to any affiliate of Lessee or to any entity acquiring all or substantially all of Lessee's assets.
12. **Notice of Default:** Lessee shall not be deemed to be in default hereunder in the payment of rent or the payment of any other monies as required herein unless Lessor shall first give to Lessee written notice of such default and Lessee fails to cure such default within 30 days of receipt of such written notice. In the event of any default under this Lease by Lessee, Lessor, in addition to the other rights or remedies it may have, shall have the immediate right of reentry and removal of all persons and property from the demised premises, and this Lease shall, at the option of Lessor, terminate.
13. **Non-Disclosure:** The Lessor and the Lessee mutually agree that the terms of this agreement shall remain confidential for the duration of this contract.
14. **Notices:** All other notices, demands, or other writings under this Lease provided to be given by either party to the other, shall be deemed to have been fully given when made in writing and delivered by national overnight carrier or deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To Lessor: South Woodford Water District
Attn: Chairman
117 Crossfield Dr.
Versailles, KY 40383

To Lessee: Blue Zoom Ventures, LLC
Operating Manager
1046 N. College St.
Harrodsburg, KY 40330

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.

15. **Parties Bound:** This Lease Agreement shall inure to the benefit of and be binding on the parties and their successors or assigns.
16. This Lease Agreement contains the entire understanding of the parties and shall not be altered or amended except in writing signed by all parties.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease in duplicate originals on the date first above written.

Lessor: South Woodford Water District

Lessee: BLUE ZOOM VENTURES, LLC

By: Shawn Ham

By: _____

Printed Name: Shawn Ham, Chairman

Printed Name: Sonya Wilson, Operating Manager