

**FIRST AMENDMENT TO
NON-EXCLUSIVE LEASE AGREEMENT**

This First Amendment to Non-Exclusive Lease Agreement (this "Amendment") is entered into as of the date last set forth below (the "Effective Date"), by and between Peaks Mill Water District ("LESSOR") and Shelby Broadband Ventures, LLC ("LESSEE").

WHEREAS, LESSOR and LESSEE are party to that certain Non-Exclusive Lease Agreement, dated as of June 1, 2018 (the "Lease"); and

WHEREAS, the parties hereto desire to amend the Lease to reflect the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendments to the Lease.

a. The parties acknowledge that as of the Effective Date of this Amendment, LESSEE maintains and operates facilities on two water towers owned by LESSOR, the tower known as the "Shadrick Ferry Water Tower" and the tower known as the "Union Ridge Water Tower". LESSEE intends to continue to maintain and operate its facilities on the Union Ridge Water Tower through the term of this Lease. However, LESSEE no longer intends to maintain and operate its facilities on the Shadrick Ferry Water Tower and agrees to remove its facilities, in accordance with the terms of the Lease, within sixty (60) days of the Effective Date. The Lease is hereby amended, as required, to give effect to the provisions of this Section 1.a.

b. The last sentence of Section 5 of the Lease is hereby amended to read as follows:

LESSEE will contact LESSOR in advance of access to the tower(s) and both parties agree to place a lock on the access gate to allow access.

c. Section 7 of the Lease is hereby amended to read as follows:

This agreement shall remain in effect for a period of ten (10) years from the date of execution (expiring on May 31, 2028) and shall not be automatically renewable. Any renewal shall be done only by agreement of both parties.

d. Section 13 of the Lease is hereby amended to read as follows:

Beginning on November 1, 2023 (the "Rent Commencement Date"), LESSEE will pay LESSOR a monthly rent of \$100, to be paid first day of

the month, in advance, to LESSOR at such address as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rent payment date. LESSOR and LESSEE acknowledge and agree that the initial rent payment may not be delivered by LESSEE until up to thirty (30) days after the Rent Commencement Date. Upon agreement of the parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

For any party to whom rent payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rent as is reasonably requested by LESSEE. Rent shall accrue in accordance with this agreement, but LESSEE may not deliver rent payments for up to thirty (30) days after the requested documentation has been received by LESSEE.

2. **Date of Effectiveness; Limited Effect.** This Amendment will become effective as of the Effective Date. Except as expressly provided in this Amendment, all of the terms and provisions of the Lease are and will remain in full force and effect. On and after the Effective Date, each reference in the Lease to "this agreement," "the agreement," "hereunder," "hereof," "herein," or words of like import, and each reference to the Lease in any other agreements, documents or instruments executed by one or more of the parties hereto, will mean and be a reference to the Lease as amended by this Amendment.

3. **Miscellaneous.**

a. This Amendment is governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to the conflict of laws provisions of such Commonwealth.

b. This Amendment shall inure to the benefit of and be binding upon each of the parties hereto and each of their respective permitted successors and permitted assigns.

c. The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

d. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically (including by DocuSign or similar electronic

signature software) or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

c. This Amendment, along with the Lease and the other documents referenced therein, constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Non-Exclusive Lease Agreement.

LESSOR:

Peaks Mill Water District

By: *Church Quarles*

Name: Church Quarles

Title: Chairman

Date: 10/09/2023

LESSEE:

Shelby Broadband Ventures, LLC

By: DocuSigned by:
Brandon K. Ogilvie
203488F63F494BE

Name: Brandon K. Ogilvie

Title: Chief Financial Officer

Date: 11/20/2023