

Tower Space Lease Agreement

THIS INDENTURE made this ____ day of _____, 2020, by and between County of Le Sueur, hereinafter referred to as Lessor, and Access Networks Inc., a Minnesota corporation, hereinafter referred to as Lessee:

WHEREAS, Lessor presently owns and operates a tower and associated equipment in Le Sueur County, State of Minnesota, which property is described as Lots 1 through 5 and 12 through 16, Block 13, Town of Le Sueur Center, now Le Center, Le Sueur County, MN.

WHEREAS, Lessee presently desires to place certain of its wireless equipment upon said tower on Lessor's property.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants of the parties, Lessor does hereby demise, lease, and let unto the Lessee space on its tower and its property as more specifically designated herein.

TO HAVE AND TO HOLD the said premises unto the Lease for a term of _____ years, subject to earlier cancellation as hereafter provided, commencing on _____, 20____, yielding and paying as rent therefor the sum of _____ per month, payable annually. The first payment will be due upon acceptance of this Agreement by Lessee. Subsequent payments will be due annually thereafter as long as this Agreement shall remain in force.

LESSEE hereby covenants with Lessor that no harmful interference will be caused to the operation of Lessor's wireless equipment, mobile radio equipment, or any other equipment located on the tower, due to the installation or operation of Lessee's equipment, and if any such interference is caused, operation of Lessee's equipment will immediately cease. If the cause of the interference cannot be corrected within a reasonable period of time, the Lessee agrees to remove its equipment from the facilities, and this Lease Agreement shall become null and void.

LESSEE agrees to indemnify, protect, and hold Lessor harmless against any and all damage, expense, charge, loss, or liability which may occur by reason of Lessee's installation, maintenance, or operation of its equipment upon the Lessor's tower and associated facilities. During the term of this Agreement and at its expense, Lessee further agrees to maintain such adequate insurance as will fully protect Lessor against all claims, liability, damage, and unknown hazards by reason of this Agreement.

LESSOR shall not be liable for any loss of profits, special or consequential damages from the use of its facilities, or interruption or disturbance of the service provided by this Agreement.

LESSOR hereby agrees with Lessee that Lessor's tower and associated facilities shall be made available to Lessee for maintenance of said Lessee's equipment. Lessee will notify Lessor's

system operators to coordinate entrance and will notify the system operators when leaving Lessor's tower site.

LESSEE'S equipment that will be attached to Lessor's tower and associated facilities shall consist of the following:

See Attached Exhibit of Lessee's Equipment

LESSEE shall maintain the premises in a good condition and state of repair during the continuance of its tenancy, and all work by Lessee or its contractors will be done in a professional and neat appearing manner.

LESSEE shall, before the expiration of this Lease, restore the tower to the same condition as that existing at the time of entering upon the same under this Agreement, reasonable and ordinary wear and damages by the elements or by circumstances over which the Lessee has no control excepted.

LESSEE further agrees that any damage done to the tower or the painted surface of the tower structure during installation or dismantling of Lessee's fixtures shall be promptly corrected by repairing or repainting or refinishing same with approved materials, at Lessee's sole cost.

LESSOR further states that the designated load limit of Lessor's tower will preclude further installations of equipment once Lessee's equipment has been installed. Should Lessor desire to install additional equipment on said tower in the future, Lessee will have the option of removing its equipment after termination of this Lease as herein provided or upgrading said tower at Lessee's sole expense to safely support additional equipment.

THIS AGREEMENT is subject to the regulations of any regulatory body having jurisdiction hereof, including but not limited to the Federal Communications Commission and Federal Aviation Administration. Lessee shall be responsible for obtaining all permits for construction and the continued operation of its equipment.

LESSEE agrees to pay the rent at the time and in the manner as stated above and will quit and deliver up the premises to the said Lessor peaceably and quietly at the end of the aforesaid term or at any previous termination thereof for any cause as hereinafter described in this Agreement. It is hereby agreed that either party may cancel the terms of this Lease Agreement by giving 90 days' written notice to the other party. For purposes of notice, the Lessor's address shall be deemed to be 88 South Park Ave., Le Center, MN 56057; and Lessee's address shall be 6900 Wedgewood Lane, Maple Grove, MN 55311.

IN WITNESS WHEREOF, both parties hereto have set their hands and seals the day and year above first written.

LESSOR:

COUNTY OF LE SUEUR

By: _____

Chairperson

By: _____

County Administrator

LESSOR:

ACCESS NETWORKS INC.

By: _____

Its: _____