

Agreement for Lease for Communications Facility & Access Easement

This Agreement for a lease for a communications facility and for an access easement is entered into this 1st day of May, 2025 between Waldorf A' Story Guest Haus, of Story Wyoming, the Lessor, hereinafter referred to as the "Waldorf" and Tongue River Communications, Inc., a Wyoming corporation, of Ranchester, Wyoming, the Lessee, hereinafter referred to as "TRC". Note that this agreement is retroactive to January 1, 2025.

Recitals

- A. Waldorf owns all of the property subject to this agreement which consists of a commercial lot with an address of 19 N. Piney Road in Story, WY.
- B. TRC desires to lease a location for their communications facility in the Northeast of that lot and to have uninterrupted ingress and egress to that site for the term of this agreement.
- C. Therefore the Waldorf and TRC enter into this agreement, spelling out their respective rights and obligations as to each other regarding the premises.

In consideration of having a pleasant and profitable business relationship between them for the last 34 years, and for other good and valuable consideration, the parties now make these mutual promises to each other and agree as follows:

1. Leased parcel to TRC described as follows:

The commercial lot at 19 N. Piney Road is situated in the SW1/4SW1/4 of Section 8, Township 53, Range 83 W. of the 6th P.M., Sheridan County, Wyoming more specifically described as follows:

Beginning at a point 15 feet south of the Northeast corner of the above-described property, thence South 35 feet, thence West 50 feet, thence North 35 feet, thence East 50 feet, to the point of beginning, containing 1750 ft.², more or less.

2. Easement for Access: ingress & egress:

Waldorf grants an easement providing for the right of ingress and egress at all times to TRC to their facility, both from Rosebud Lane and North Piney Road. As to access from N. Piney Road, TRC has the right but not the obligation to gravel the roadway and to plow snow from N. Piney Road to their facility at any time. TRC may gravel or plow snow for the Waldorf as requested but only at TRC's sole discretion.

3. Use as communications facility:

The parcel is to be used as a CATV Headend point and any other related communications technologies whatsoever. TRC has the right to change out any equipment on site that TRC deems advisable. TRC also reserves the right to upgrade their facility in any way necessary or convenient to stay current with applicable technology including fiber optics.

4. Term and renewals:

The initial term of this lease shall be for 10 years. It shall begin on January 1, 2025 and continue to December 31, 2034.

Additionally TRC has an irrevocable right to renew this lease on the same terms and conditions for an additional 10 year period beginning January 1, 2035 to December 31, 2044. TRC can exercise their right to renew at any time during the first 10 year period with a simple letter or email so stating. This renewal right is subject only to TRC's right to terminate as detailed in paragraph 16.

5. Rent:

TRC shall pay \$550 for each month of this lease in 2025. That amount will be paid on or before the first day of each month. Payments shall be made to the Waldorf in Story, WY or as otherwise directed by the Waldorf in the future. There's a grace period of 10 days from the due date. If not paid timely, then on the 11th of each month, there's a \$50 late payment fee. There is also a 5% yearly escalation clause. The following rent schedule

shows the 5% increase per year (rounded up to the nearest dollar) on the annual anniversary date.

First ten year period

January 1, 2025 payment with 5% increase will be \$550/month

January 1, 2026 payment with 5% increase will be \$578

January 1, 2027 payment with 5% increase will be \$607

January 1, 2028 payment with 5% increase will be \$637

January 1, 2029 payment with 5% increase will be \$669

January 1, 2030 payment with 5% increase will be \$702

January 1, 2031 payment with 5% increase will be \$737

January 1, 2032 payment with 5% increase will be \$774

January 1, 2033 payment with 5% increase will be \$813

January 1, 2034 payment with 5% increase will be \$853

first ten year period ends on December 31, 2034

Second ten year period.

January 1, 2035 payment with 5% increase will be _____

January 1, 2036 payment with 5% increase will be _____

January 1, 2037 payment with 5% increase will be _____

January 1, 2038 payment with 5% increase will be _____

January 1, 2039 payment with 5% increase will be _____

January 1, 2040 payment with 5% increase will be _____

January 1, 2041 payment with 5% increase will be _____

January 1, 2042 payment with 5% increase will be _____

January 1, 2043 payment with 5% increase will be _____

January 1, 2044 payment with 5% increase will be _____

second ten year period ends on December 31, 2044

6.Free communication services to Waldorf:

So long as Patty Hoover (Waldorf) shall live in or own either 19 N. Piney or 21 N. Piney in Story, WY, and this agreement is in force, TRC will provide her with full cable TV, Internet, phone service and fax service at their highest speed, so long as any such services are available to customers of TRC. This benefit shall be free to Patty Hoover. This benefit is personal to Patty Hoover and will not transfer to any future owner.

7.Land not subject to the easement or ingress & egress:

Waldorf retains all rights to utilize the land not subject to this Lease/Easement at 19 N. Piney Road in any manner Waldorf sees fit subject to the setback and reserved airspace in paragraph 7.5 below.

7.5 Setback and Airspace:

In order to guarantee that TRC will be able to reasonably and conveniently use the site leased in this agreement, Waldorf agrees to a 15-foot setback from the security fence. Nothing can be moved on, placed, or built upon that 15-foot setback which extends around the entire perimeter of TRC facility. Additionally no tower, building or other structure of any kind and of any height can be erected which could or might interfere with the open sky reception needed by TRC. This is a reservation of such airspace surrounding the facility sufficient to guarantee full reception without any distortion or interference with TRC's ability to receive signals.

8. Visual appearance:

TRC is responsible for the visual appearance of their facility, taking into account that it is a commercial/industrial equipment site. Over the last 34 years TRC has maintained an acceptable appearance at their site. For the record, note that their facility has always been and is now totally acceptable to the Waldorf.

9. Utilities for facility:

TRC will pay to hook up or install any utilities necessary or convenient for them to operate their facility. TRC will pay for any and all utilities used by them.

10. TRC Alterations, Improvements, or other Changes:

TRC has the right to install, maintain, repair or replace any and all personal property, fixtures, improvements or otherwise at their facility, as they may deem necessary or convenient. All such changes will be paid for by TRC. Additionally TRC is responsible for getting the necessary licenses and permits allowing such changes. Everything on the leased premises remains the property of TRC.

11. Security Fence and other devices:

- TRC will construct and maintain a high barrier fence and any other mechanical or electronic devices which they may determine advisable or prudent to protect and secure their facilities.

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12. Taxes or government charges:

TRC will pay all taxes, assessments, fees, or other charges made against their equipment or facility.

Waldorf will pay for all property taxes made against Waldorf's real property except that any charges attributable to TRC facility will be passed through to TRC and paid for by them.

13. Insurance:

TRC will obtain and keep in force at all times a policy of general commercial liability insurance, payable in the sum of at least \$500,000 against any and all liability of any kind or character which arises out of TRC use, improvements or is otherwise related to TRC activities. TRC will name Waldorf as an additional insured on the policy and provide a copy of the insurance binder to Waldorf on a yearly basis.

14. TRC to hold harmless & indemnify Waldorf:

TRC will hold harmless and indemnify Waldorf for any financial liabilities or responsibilities Waldorf may or might allegedly have due to the acts, commissions, omissions or otherwise by, of, or to any persons arising out of or somehow related to TRC doing business on the premises. This includes damage or injury to personal property owned by others and damage or injury to other persons.

Waldorf is not responsible or liable to TRC for any damage, negligence, or acts of others including but not limited to guests, visitors, occupants, trespassers, or others who might be on the property for whatever reason.

15. TRC Breach or Default:

Any of the following will be a breach of this agreement by TRC and TRC will be deemed in default if:

- a. TRC files a petition for bankruptcy or for other relief under the Bankruptcy Act or makes an assignment for the benefit of creditors;

- b. Involuntary proceedings under the bankruptcy act are instituted against TRC;
- c. TRC fails to pay the rent per this agreement;
- d. TRC fails to comply with the terms and conditions of this agreement after a 30-day written warning from Waldorf and after a follow-up written notice from Waldorf which will provide an additional 60-day opportunity to TRC to cure the identified agreement violation.

16. TRC Right to Terminate this Agreement:

Regardless of any other provision in this Agreement, TRC has the absolute right to terminate this Agreement by giving at least 30 days advance written notice of their decision to terminate. The TRC termination notice may be given at any time and TRC will identify their last day on the property in their notice. No reason need be given. Upon termination, all rents and other obligations end unless there is an ongoing demand or claim which occurred prior to the termination notice or during the termination time period and which is not resolved by the termination date.

17. Termination details:

During any time prior to the termination date identified by TRC, TRC has the right to remove all of their equipment and facilities and completely vacate the premises. TRC will scrape the parcel clean to the dirt. However TRC has the right to abandon in place the approximately 11' x 11' x 11' concrete pad. TRC will remove all apparatus sticking up from the pad and will cover the pad with their choice of topsoil or gravel.

18. Sublet or Sale of TRC facilities:

TRC has the right to sublet a part of or all of their facility at any time during this agreement. TRC also has the right to sell their facility on any terms and conditions that they deem advisable. In the event of a sublet or sale, the purchaser of TRC's facility will step into TRC's shoes and must agree to all of the terms and conditions set forth in this agreement. Accordingly such new party will assume and be bound by everything in this agreement.

19. This Agreement supersedes all others:

There are a number of previous letters, leases, and oral arrangements preceding this agreement. All such oral and written understandings or

agreements are hereby null and void. This agreement supersedes and controls all matters between the parties including: retroactively from January 1, 2025 as provided in this agreement, as dated and agreed to by the parties on May 1, 2025, as notarized on page 8, and hereafter into the future.

20. Wyoming laws and jurisdiction:

This agreement is entered into by the parties who are either a resident of or incorporated in or doing business as, all of whom are in Wyoming. So Wyoming laws control. Jurisdiction will be in District Court in Sheridan County, WY.

21. Binding:

This agreement is a legally binding contract. It may not be modified, amended or changed except by a written document signed by both parties and notarized.

22. Successors and Assigns:

All of the terms and conditions of this agreement bind the Waldorf and Tongue River Communications, their officers and principals, and their respective heirs, successors, executors, administrators, and assigns.

IN WITNESS HEREOF, the parties mutually agree to everything in this document and execute this "Agreement for Lease for Communications Facility & Access Easement" on the day, month, and year written above.

STORY REAL ESCAPE COMPANY

D/B/A: The Waldorf A' Story Guest Haus
formerly the Piney Creek General Store, Inc.
and referred to above as "Waldorf" or Lessor

By: Patricia L. Hoover

Patricia L. Hoover, Owner

TONGUE RIVER COMMUNICATIONS, INC.

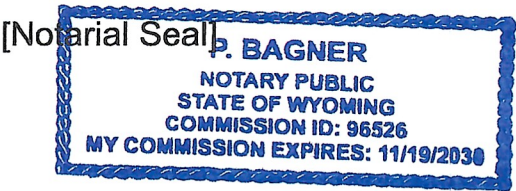
By: Robert W. Hium
Robert W. Hium, Authorized Corporate Officer
and referred to above as "TRC" or Lessee

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State of Wyoming)
)ss.
County of Sheridan)

The foregoing document, "Agreement for Lease for Communications Facility & Access Easement" was acknowledged before me by ROBERT W. HIUM, an authorized officer of TONGUE RIVER COMMUNICATIONS, INC., and who swore said instrument was the free act and deed of said Corporation
on this 24 day of July, 2025.

P. Bagner
Notary Public for the State of Wyoming
P. BAGNER
(print name of Notary)
Residing at Story, Wyoming
My commission expires: 11-19-30



State of Wyoming)
)ss.
County of Sheridan)

The foregoing document, "Agreement for Lease for Communications Facility & Access Easement" was acknowledged before me by PATRICIA L. HOOVER, as the owner of STORY REAL ESCAPE COMPANY, D/B/A WALDORF A' STORY GUEST HAUS, and who swore said instrument was the free act and deed of the Company
on this 24 day of July, 2025.

P. Bagner
Notary Public for the State of Wyoming
P. BAGNER
(print name of Notary)
Residing at STORY, Wyoming
My commission expires: 11-19-30

