

LEASE ADDENDUM
between
LARAMIE COUNTY and LP BROADBAND, INC., DBA RISE BROADBAND

THIS LEASE ADDENDUM ("Addendum") is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY" as "LESSOR") and LP Broadband, Inc., dba Rise Broadband, 61 Inverness Dr E Ste 250, Englewood, CO 80112 ("RISE" as "LESSEE"). The parties agree as follows:

I. PURPOSE/PREMISES DESCRIPTION

A. COUNTY is the sole owner of the building legally, described as follows:

*CHEYENNE: BLOCK 267;
PLUS (1920 SQFT, ORD 2812) EAST 120' VAC 16' ALLEY; PLUS (2304
SQFT, ORD 2098) WEST 144' VAC 16' ALLEY*

(hereinafter referred to as the "Property"). The Property was purchased from the Voss Family Limited Partnership (hereinafter "Voss") in 2024.

B. RISE signed a lease, (hereinafter "Lease", attached and incorporated herein as **Attachment A**) with Voss effective November 1, 2006, for approximately 30 square feet on the roof, and a closet to be determined, of the Property (collectively, the "Leased Space"). The Lease was assigned to County contemporaneously with the purchase of the Property by COUNTY from Voss. RISE'S obligation to COUNTY for the Lease expires on October 31, 2025.

C. RISE and the COUNTY (hereinafter may be referred to as "The Parties") have mutually agreed to terminate the Lease early in exchange for a lump sum payment (hereinafter "Termination Sum") from RISE, which once deposited by COUNTY, will terminate the Lease between the Parties, effective October 31, 2025.

II. TERM

This Lease shall terminate, effective October 31, 2025, once the conditions for RISE to terminate the Lease to the satisfaction of County are met and once COUNTY accepts funds as described herein in this Addendum.

III. RESPONSIBILITIES OF RISE

A. RESPONSIBILITIES OF RISE as LESSEE:

1) RISE shall pay a Termination Sum of five thousand four hundred fifty-seven dollars and sixty-six cents (\$5,457.66) to COUNTY by December 1, 2025. Failure of LESSEE to pay LESSOR by December 1, 2025, will extend the Lease term by a year, and LESSEE shall be considered a holdover tenant, and continue its obligations under the Lease until October 31, 2026.

2) RISE will return all keys and FOBs for the Leased Space, if applicable.

B. The obligation to continue rent payments will cease upon termination of the Lease as outlined in this Addendum unless the Lease is extended as described in Section III.A.1 above.

IV. RESPONSIBILITIES OF COUNTY

A. COUNTY will provide a final receipt once the Termination Sum is received by COUNTY and the other obligations of RISE as outlined herein are satisfied. COUNTY will communicate and coordinate with RISE to verify RISES' obligations herein in Section III of this Addendum.

VII. GENERAL PROVISIONS

A. Independent Contractor: The services, activities and operations to be performed by each party are those of an independent contractor and not as an employee of the other party. Each party assumes responsibility for its personnel who provide services in relation to this pursuant to this Addendum and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them.

B. Entire Agreement: This Addendum (5 pages) and the Lease (7 pages) represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

C. Assignment: Neither this Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

D. Modification: This Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

E. Invalidity: If any provision of this Addendum are held invalid or unenforceable by any court of competent jurisdiction, or if either Party is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Addendum are fully severable.

F. Applicable Law and Venue: The parties mutually understand and agree this Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to RISE and to COUNTY in executing this Addendum. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Addendum.

G Contingencies: COUNTY certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Addendum, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Addendum.

H. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Addendum because of race, color, gender, creed, handicapping condition, or national origin.

I. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

J. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Addendum. Further, the parties fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Addendum with the exception that each Party agrees that any such immunity is waived for the sole purpose of either party's enforcement of any aspect of this Addendum.

K. Third Parties: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Addendum shall operate only between the parties to the Addendum and shall inure solely to the benefit of the parties to this Addendum.

L. Conflict of Interest: COUNTY and RISE affirm, to their knowledge, no employee of either Party has any personal beneficial interest whatsoever in the Addendum described herein. No staff member of either Party, compensated either partially or wholly with funds from this Addendum, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Addendum.

M. Force Majeure: Neither party shall be liable to perform under this Addendum if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

N. Notices: All notices required and permitted under this Addendum shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may Change its address for notice hereunder by giving written notice to the other party.

O. Authority: By signature below, the parties agree and warrant that the signatory has authority to bind the respective parties to the terms of this Addendum.

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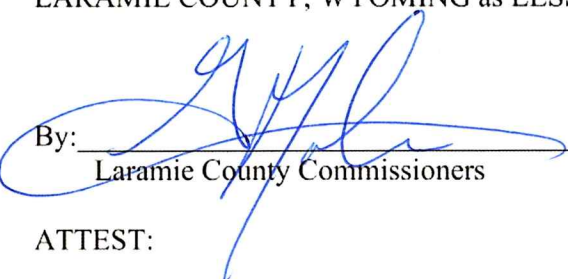
Signature Page

LEASE ADDENDUM

between

LARAMIE COUNTY and LP BROADBAND, INC., DBA RISE BROADBAND

LARAMIE COUNTY, WYOMING as LESSOR:

By: 

Laramie County Commissioners

Date 10/31/25

ATTEST:

By: _____

Debra Lee, Laramie County Clerk

Date _____

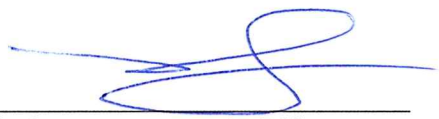
LP BROADBAND, INC., DBA RISE BROADBAND as LESSEE:

By: David Agatston

LP BROADBAND, INC., DBA RISE BROADBAND

Date 10 / 30 / 2025

REVIEWED AND APPROVED AS TO FORM ONLY:

By: 

Laramie County Attorney's Office

Date 10 - 31 - 25

CERTIFICATE *of* SIGNATURE

REF. NUMBER
QV7EA-MPNLB-FGS2B-PNRVL

DOCUMENT COMPLETED BY ALL PARTIES ON
30 OCT 2025 21:35:21
UTC

SIGNER

DAVID AGATSTON

EMAIL
DAGATSTON@RISEBROADBAND.COM

SHARED VIA
LINK

TIMESTAMP

SENT
30 OCT 2025 20:55:50

VIEWED
30 OCT 2025 21:35:10

SIGNED
30 OCT 2025 21:35:21

SIGNATURE

David Agatston

IP ADDRESS
174.224.5.42

LOCATION
DALLAS, UNITED STATES



COMMUNICATIONS SITE LEASE AGREEMENT

This Communications Site Lease Agreement ("Agreement") is entered into this 1st day of November, 2006, by and between **LP Broadband, Inc.**, a Colorado business corporation ("Lessee"), and **Voss Family Limited Partnership** ("Lessor"). For good and valuable consideration, including the amounts payable and the covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Lessor is the owner of the site and improvements known as 2020 Carey Avenue, Cheyenne, WY (the "Property"). Lessor hereby leases to Lessee and Lessee leases from Lessor the following property: (1) space for two separate access points for wireless transmissions, holding Motorola canopy systems or their commercially reasonable equivalent or replacement, and each totaling approximately 30 square feet of space on the roof of the main building upon the Property, and (2) a closet on the "to be determined" floor of the main building upon the Property, totaling approximately four square feet of space (collectively, the "Premises").
2. Use. The Premises may be used by Lessee for the provision and installation of receivers and transmitters of wireless transmissions, cluster management modules, server hardware, and all required power sources (including UPS), transmission cables, and required peripherals and supporting equipment and structures. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises. The Roof Equipment shall be placed in areas on the roof jointly determined by Landlord and Tenant in their reasonable discretion, taking into account the tenants operating requirements and Landlord's desire to minimize the visual impact and impact of damage to the roof. Tenant will guarantee that the roof will at all times be waterproof as a result of anything the tenant may do in installation and maintenance of their equipment throughout their lease.
3. Tests and Construction. Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Property, upon 48 hours' notice to the Lessor, for the purpose of making appropriate surveys and necessary tests. Prior to the construction or installation of the Lessee Facilities, as defined below, Lessee shall submit to Lessor plans and drawings showing in detail the proposed Lessee Facilities and structural tests indicating that the rooftop can safely support the Lessee Facilities. Lessor shall then have the right to reject or request changes to the plans, and Lessee shall comply with such requests prior to any construction or installation.
4. Term The term of this Agreement shall be for five (5) years commencing on the date of full execution of this Agreement. This Agreement shall automatically renew indefinitely for

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additional successive one-year terms unless one party shall give written notice to the other to the contrary at least ninety (90) days before the expiration of the then-current term.

5. Rent. On the first day of each month while this Agreement is in effect, Lessee shall pay to Lessor as monthly rent, in advance, \$1,050.00 per month/\$12,600.00 per year ("Rent"). On the anniversary of the Commencement Date of this lease, rent shall be increased by three percent (3%) of the previous year's rent. At every five year anniversary there will be an adjustment to the rent based on industry comparables. Rent for any fractional month at the beginning or at the end of the initial term or any renewal term shall be prorated. Rent shall be payable to Lessor at the address set forth at the end of this Agreement.

6. Facilities; Utilities; Access.

(a) Subject to the terms of paragraph 2 hereof, Lessee has the right to erect, maintain and operate on the Premises wireless communications facilities, including the equipment described in paragraph 2 hereof, equipment shelters, utility lines, transmission lines, electronic equipment, wireless and radio transmitting and receiving antennas and supporting equipment and structures thereto ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare and maintain the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided, Lessee shall repair any damage to the Premises caused by such removal. Lessor shall have no maintenance obligations for the Premises, and Lessee agrees, upon request by Lessor, to permit maintenance personnel of the Lessor to be present when Lessee performs any maintenance upon the Premises and to provide to Lessor keys to access any locked portions of the Premises in case of emergency.

(b) All data service to the Lessee Facilities shall be installed and maintained upon the Premises by Qwest or another public utility, and shall be separate from the service of Lessor. Any installation required to provide electrical power to the Lessee Facilities shall be provided by the Lessor's existing electrical contractor to ensure compliance with Lessor's standards, and Lessee shall bear all costs of such installation. Lessor shall pay for the electricity consumed under normal operations of the lessee. Lessee shall have the right to draw electricity and other utilities from the existing utilities on the Property or obtain separate utility service from any utility company that will provide service to the Property. Lessor agrees to sign such documents or easements as may be reasonably required by said utility companies to provide such service to the Premises.

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(c) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises of Lessor during normal business hours, at no charge, upon advance notice to Lessor. Lessor agrees to cooperate reasonably in providing emergency access, as required for the Lender to the Premises, and Lessee agrees to pay such additional costs incurred by the Lessor in connection with such access. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress as reasonably required to obtain access to the premises and to maintain Lessee's property thereon.

7. Interference. Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Property. All operations by Lessee shall be in compliance with all FCC requirements. If, in Lessor's reasonable opinion, the operation of Lessee's equipment should cause any interference to any equipment operated by Lessor, Lessee shall have twenty-four (24) hours to correct such interference after receiving notice from Lessor, and Lessee shall stop such interference at Lessee's sole cost and expense. In the event that Lessee should fail to correct such interference, Lessor shall have the right to (a) terminate this Lease, effective immediately, and (b) enter the Premises and turn off Lessee's equipment.

8. Taxes. If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Lessor shall pay all real property taxes, assessments and deferred taxes on the Property.

9. Waiver of Lessor's Lien. Lessor waives any lien rights it may have concerning the Lessee Facilities, which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent. Lessor acknowledges that Lessee may enter into financing arrangements, including promissory notes and financial and security agreements, for the financing of the Lessee Facilities. In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings. Lessee will not permit any mechanics' or materialmen's or other liens on the Premises or Land for any labor or material furnished Lessee in connection with work performed. Lessee may, however, secure any third party financing entities' interest in the collateral, pursuant to Paragraph 9(b) herein.

10. Termination. This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee if Lessee determines that the Premises are not appropriate for

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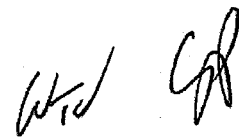
its operations for economic or technological reasons, including, without limitation, signal interference.

11. Destruction or Condemnation. If the Premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. Any award in condemnation shall be the property of the Lessor and no portion thereof shall be paid to Lessee for the leasehold interest; provided, that if specific award is made for the equipment of Lessee or Lessee's cost of relocation, or other award unrelated to the leasehold interest of Lessee, then any such specific award for Lessee shall be property of Lessee. Notwithstanding the above, under no circumstance shall Lessor be required to return to Lessee any prepaid rent.

12. Insurance. Lessee shall obtain and maintain in force during the term of this Agreement comprehensive general liability, including blanket contractual liability, automobile insurance, and complete operations insurance coverages with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) per aggregate. Further, Lessee agrees to provide Lessor with a certificate of insurance acceptable to Lessor, which states that the above coverages are in force and will continue in force throughout the term of this Agreement.

13. Waiver of Subrogation; Release. Lessor and Lessee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises or to the Lessee Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Neither Lessor nor Lessee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 12.

14. Assignment and Subletting. Lessee may assign, sublet or otherwise transfer all or any part of its interest in this Agreement or in the Premises with the prior written consent of Lessor, at Lessor's sole discretion. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.



15. Warranty of Title and Quiet Enjoyment. Lessor warrants that: (i) Lessor owns the Property in fee simple and has rights of access thereto; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises. Lessor agrees to indemnify and hold harmless Lessee from any and all claims on Lessee's leasehold interest.
16. Repairs. Lessee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Subject to the foregoing, Lessee agrees to maintain the Premises in a neat and orderly appearance for the duration of this Agreement. Except as set forth in Paragraph 6(a) above, immediately upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted. If Lessee should fail to remove all or part of its Facilities prior to the termination of this Lease, Lessee shall pay rent, at 150% of the last effective rental rate, for so long as the Lessee's equipment, or any part thereof, remains on the Premises.
17. Hazardous Substances. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about, or within the Premises in violation of any law or regulation.
18. Liability and Indemnity. Lessee shall indemnify and hold Lessor harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or Lessee's agents, employees, licensees, invitees or contractors in or about the Property. Lessor shall indemnify and hold Lessee harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising or alleged to arise from the acts or omissions of Lessor or Lessor's agents, employees, licensees, invitees or contractors occurring in or about the Property. The duties described in this paragraph shall survive termination of this Agreement. Lessee shall also indemnify and hold Lessor harmless from any and all claims arising out of Lessee's use of the Premises, the facilities and equipment housed therein, or any interference caused or claimed to be caused by Lessee's equipment or facilities.
19. Marking and Lighting Requirements. Lessee shall be responsible for compliance with all marking and lighting requirements of the FAA and the FCC as applicable to the Premises for the duration of this Agreement, if any, and Lessor agrees to cooperate reasonably with the Lessee as may be required in connection with such compliance.
20. Miscellaneous.
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(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

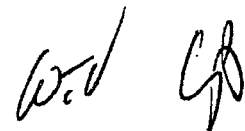
(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below.

(e) This Agreement shall be governed by the laws of the State of Colorado.

(f) In the event the Property is encumbered by a mortgage or deed of trust, Lessor agrees to use best efforts to obtain and furnish to Lessee a non-disturbance and attornment instrument for each such mortgage or deed of trust upon request by Lessee.

(g) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(h) This Agreement may be executed in counterparts, which, taken together, shall be deemed a fully-executed original for all purposes.

Two handwritten signatures in black ink, one on the left and one on the right, appearing to be initials or first names.

(i) Upon not less than thirty (30) days prior written notice by either party, the non-requesting party shall execute, acknowledge and deliver to the requesting party a statement in writing certifying that: this Agreement is unmodified and in full force and effect or, if modified, describing such modification(s), that the requesting party is not in default to the best knowledge of the non-requesting party, except as specified in such statement in regard to any of its obligations under this Agreement, further setting forth the Rent then payable herein, the dates to which Rent has been paid in advance, if any, and such other statements relating to the terms and conditions of this Agreement as the requesting party's lender, purchaser, assignee or sublessee may require. Said statement shall be accurate and binding on the party executing same and may be relied upon by any such person as herein described at whose insistence the estoppel certificate was prepared and/or delivered.

(j) Each party hereto acknowledges that it has a full and fair opportunity to obtain such legal and other counsel as it deems necessary in connection with the negotiation, preparation, and execution of this Agreement, and that no presumptions or laws of construction shall apply with respect to a party that may be deemed to have drafted this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSEE:

LP Broadband, Inc.,

A Colorado business corporation

By: Scott Perich

Name: SCOTT PERICH

Title: CFO

Address: 1714 Topaz Dr. Suite 201

Loveland, CO 80537

LESSOR:

Voss Family Limited Partnership

By: Wayne T. Voss

Name: Wayne T. or Mary Beth Voss

Title: Trustee

Address: 801 West Big Horn Avenue

Worland, WY 82401