

FACILITIES ACCESS AGREEMENT

By and Between

Bug Tussel 1, LLC
417 Pine Street
Green Bay, Wisconsin 54301
and

_____ County, Wisconsin

FACILITIES ACCESS AGREEMENT

THIS FACILITIES ACCESS AGREEMENT (“Agreement”) is entered into this ____ day of _____, 202_, by and between BUG TUSSEL 1, LLC, a Wisconsin limited liability company (hereinafter, “Lessor”), and _____ COUNTY, a municipal government (hereinafter, “Tenant”).

WITNESSETH:

WHEREAS, Taxable Revenue Bonds, Series 2022A (Bug Tussel 1, LLC Project) (Social Bonds) in one or more series (the “**Bonds**”) are to be issued by Fond du Lac County, Wisconsin (the “**Issuer**”) on behalf of the Lessor to finance a project consisting of the acquisition, construction, installation, and equipping of certain telecommunications infrastructure that includes, among other things (i) acquisition of tower sites by purchase or lease of land and equipping such sites with towers and electronics to provide broadband, high speed cellular, emergency communications and point to point (P2P) data communications; (ii) constructing fiberoptic data transmission facilities (cable and electronics) between towers, key community facilities, businesses and residential aggregation points; (iii) where appropriate, connecting individual premises into the broadband network including the cost of consumer premise equipment; (iv) payment of capitalized interest; (v) funding of a debt service reserve fund for the Bonds; (vi) payment of certain project costs located in the Participating Counties; and (vii) payment of certain costs of issuance related to the issuance of the Bonds, all of which will be for the purpose of providing fiberoptic transmissions, wireless internet and telephone communications services and infrastructure to businesses, governmental units and residents of rural communities where such service is currently unavailable, unreliable, or is prohibitively expensive, pursuant to an Indenture of Trust, dated as of December 1, 2021 (the “**Original Indenture**”) as supplemented by a Supplemental Series Indenture No. 1 (Series 2022A Bonds), dated as of _____ (the “**First Supplemental Indenture**” and together with the Original Indenture the “**Indenture**”) between the Issuer and U.S. Bank National Association, as Trustee (the “**Trustee**”);

WHEREAS, Tenant, the Issuer, and other Participating Counties (as defined in the Indenture) have entered into or joined, as applicable, that certain Intergovernmental Agreement, dated as of December 1, 2021;

WHEREAS, the Tenant has agreed to guarantee the payment of its pro rata share of the principal of and interest on the Bonds in an amount necessary to replenish the Series 2022A Debt Service Reserve Account (as defined in the Indenture) pursuant to a Guaranty Agreement, dated as of _____ (the “**Guaranty**”) by and between the Tenant, the Trustee and the Build America Mutual Assurance Company;

WHEREAS, as further consideration for the Guaranty, the Lessor has agreed to provide the Tenant access, at no charge, to use any telecommunications towers (“Tower”), related real estate (“Tower Site”), and certain strands of a fiber optic cables (“Fiber”) constructed in the Tenant with the proceeds of the Bonds (the Tower, the Tower Site and the Fiber being collectively referred to herein as, the “Assets”); and

WHEREAS, pursuant to this Agreement and subject to the terms and conditions herein contained, Lessor hereby grants to Tenant the right to access the aforementioned Assets.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, Lessor and Tenant agree as follows:

**ARTICLE I
BASIC PROVISIONS**

- 1.1 Original Term.** Ten (10) years, commencing on the issuance date of the Bonds. After the Original Term, this Agreement can be renewed, at the sole option of Tenant, for two additional ten (10) year periods.
- 1.2 Use of Assets.** Subject to the terms and conditions hereof, Tenant shall have the right to install equipment upon Towers, in a space on the Tower approved by Lessor, and utilize up to twenty-four (24) strands of dark Fiber for any governmental purpose.
- 1.3 Tenant's Termination.** Tenant shall have the right to terminate this agreement at any time.

**ARTICLE II
DEMISE AND ACCESS; MONTHLY RENT**

2.1 Demise and Access. Lessor hereby leases to Tenant, and Tenant hereby takes possession of and from Lessor, the Assets described in Section 1.2 above, subject to the provisions of this Agreement. Tenant shall have access to the Assets at all times during the Term subject to Lessor's operational rules. If necessary to access the Assets as herein described, Lessor hereby grants to Tenant a non-exclusive license over, upon, and across property adjoining the Assets owned or under the control of Lessor for the purpose of providing Tenant with twenty-four (24)-hour daily access to the Assets from a public street or thoroughfare (the "Access License"); provided that such use shall not unreasonably interfere with the use of such adjoining property by Lessor or others. In addition, Lessor hereby grants to Tenant a non-exclusive license over, upon, and across property adjoining the Assets owned or under the control of Lessor for the purpose of providing utilities to the Assets (the "Utility License"); provided that such use does not unreasonably interfere with the use of such adjoining property by Lessor or others. The Access License and the Utility License shall be automatically revoked or terminated upon the expiration or earlier termination of this Agreement.

2.2 Limitations of Use.

a. **Purpose of Use.** Tenant may utilize the Assets for any governmental purpose. Tenant shall not, at any time, sell, transfer, or assign its rights under this Agreement to any third party for commercial purpose.

b. **Availability of the Fiber.** In the event Tenant fails to utilize all twenty-four (24) dark Fiber strands within the Original Term, and Lessor has no available strands outside of those leased pursuant to this Agreement, Lessor may utilize up to twelve (12) of the dark Fiber strands not used by and previously reserved to Tenant. Tenant will retain exclusive right to the other twelve (12) dark Fiber strands provided pursuant to this Agreement for any additional term of this Agreement.

2.3 Monthly Rent. During the Original Term, and any additional periods pursuant to Section 1.2, Tenant shall not pay any rent or license fee for its use of the Assets.

**ARTICLE III
INSTALLATION, MAINTENANCE, AND ACCESS**

3.1 Equipment Specifications. Tenant agrees that all of its equipment to be installed upon or within the Assets (“Equipment”) and all frequencies utilized by Tenant pursuant to this Agreement will be approved by Tenant prior to installation.

3.2 Installation and Replacement of Equipment. All installations, maintenance, and replacement of Equipment on the Assets shall be at Tenant’s sole expense and risk. Prior to the initial installation any of its Equipment, or making any subsequent modifications, enhancement, or changes to its Equipment (hereinafter, Tenant’s “Work”), Tenant shall:

a. submit to Lessor plans and specifications accurately describing all aspects of the proposed Work to be performed, including, without limitation, weight and wind load requirements and power supply requirements and evidence that Tenant has obtained all approvals, permits, and consents required by, and has otherwise complied with, all legal requirements applicable to the performance of such Work;

b. Tenant shall not, and shall not permit any third party to, commence any of the work until Lessor notifies Tenant of its written approval thereof. Any Work to be performed on the Fiber shall performed by Lessor or a contractor selected by Lessor. Lessor may, upon written notice to Tenant, perform (or cause to be performed) any structural analysis on the Tower that may be required, in Lessor’s reasonable judgment, in order to determine available capacity on the Tower for the installation or modification of Tenant’s Equipment, provided that Tenant will not be prohibited from causing the performance of such analysis for its own account. Prior to performing said structural analysis and upon written notification to Tenant, Tenant shall notify Lessor of its desire not to proceed with the installation and Lessor shall not perform the analysis. Lessor will immediately notify Tenant of the results of said structural analysis and Tenant, in its sole discretion, shall determine whether it desires to proceed with the installation or modification of Tenant’s Equipment on the Tower. Within thirty (30) days following receipt of an invoice from Lessor, Tenant shall promptly reimburse Lessor for the costs and expenses of such analysis up to \$1,000.00 per structural analysis;

c. whether Tenant performs the Work directly or employs one or more third parties to perform the Work, Tenant shall cause all of the Work to be performed in compliance with the plans and specifications approved by Lessor, and with all applicable legal requirements. Tenant shall ensure that the Work does not interfere with communications systems and equipment of other prior Tenants or users of the Assets, including any of Lessor’s equipment thereon;

d. remain exclusively liable for all costs and expenses of all Work, and pay all invoices of labor and materialmen in a timely manner to prevent the imposition of any liens on Lessor’s property or Assets, or Tenant’s Equipment located on Lessor’s property. In engaging any person to perform any portion of the Work, Tenant shall require a written waiver from any contractor, subcontractor, laborer, or materialman of all rights under state material and mechanic lien laws, or other laws, to impose a lien on any of Lessor’s property;

e. at least ten (10) days prior to the date upon which Tenant’s Equipment will become operational, Tenant shall notify Lessor of such intended operations ; and

f. comply with the reasonable directions and requirements which Lessor, in its discretion, may from time to time establish in connection with the Assets and the operations of

Tenant thereon, provided that such directions and requirements do not unreasonably interfere with Tenant's ordinary course of business or operations.

3.3 Tenant's Maintenance of Its Equipment.

a. Maintenance Standards. Tenant shall be solely responsible for the maintenance of and repairs to its Equipment on the Assets and shall bear all maintenance and repair costs and expenses related thereto. Tenant shall maintain its Equipment in accordance with all reasonable engineering standards to assure operations of the Equipment are in compliance with the requirements of the Federal Communications Commission ("FCC") and all other public authorities with jurisdiction over Tenant's operations.

b. Liability for Interruption or Discontinuance of Service. Tenant shall be responsible for any damage to the Assets, to any utility servicing the Assets, or to the equipment of Lessor or any other tenant caused by Tenant during any installation, maintenance, or modification operations conducted by Tenant or by any third party employed by Tenant or otherwise under Tenant's control. In addition, Tenant shall be responsible for any interruption in, or discontinuance of, the business activities of Lessor or any other tenant of the Assets resulting from any such damage caused by Tenant or any third party employed by Tenant or otherwise under Tenant's control during any such installation, modification, or maintenance operations. In the event Tenant or any such third party causes any damage to the Assets, to any utility servicing the Assets, or to the equipment of Lessor or any other tenant, Tenant shall immediately repair all such damages.

3.4 Lessor's Maintenance.

a. Lessor shall maintain the Assets in good order and repair and in full compliance with all applicable legal requirements, including, without limitation, those of the FCC. In the event Tenant receives notice, or otherwise obtains knowledge, that any Asset is not in compliance with any such legal requirement, Tenant shall immediately so notify Lessor by telephone or facsimile and, to the extent necessary, will cooperate in all reasonable respects with Lessor in curing any such non-compliance.

b. Lessor shall be responsible for compliance with all Tower and building marking and lighting requirements which may be required by the rules and regulations of the Federal Aviation Administration ("FAA") or the FCC without regard to any measures which may be taken by any Tenant to monitor the Tower and/or notify the FAA or FCC of light failures. Tenant shall be entitled to install and monitor its own automatic circuit alarm, or otherwise monitor compliance with FAA and FCC regulations, which monitoring shall in no way relieve Lessor of its obligations hereunder.

3.5 Tenant's Access. Subject to Lessor's prior written approval, Tenant shall have access to the Assets and the equipment located thereon to effect repairs to Tenant's Equipment. Tenant shall not perform any Work on the Fiber and shall not permit any party to climb the Tower for any purposes without first receiving Lessor's prior written approval for said climb. In the event Lessor changes or replaces the locks or access codes necessary for Tenant to access the Assets, Lessor shall notify Tenant of such change or replacement within 2 business days thereafter.

3.6 Avoidance of Overexposure. Tenant acknowledges and agrees that, upon reasonable prior notice (except for emergency situations when no such notice is required), Tenant shall reduce operating power or cease operation of Tenant's Equipment when it is necessary to prevent the overexposure of workers on or at the Tower or Tower Site to RF radiation.

3.7 Removal of Equipment. Upon or prior to the expiration or termination of this Agreement, Tenant shall, at Tenant's cost, remove all of its Equipment located on the Assets, and shall restore the Assets to the condition existing on the Commencement Date, reasonable and ordinary wear and tear excepted.

3.8 "AS IS, WHERE IS". THE ASSETS WILL BE MADE AVAILABLE IN "AS-IS, WHERE-IS" CONDITION WITH ALL FAULTS AND DEFECTS. LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ASSETS OR THE ACCESS RIGHTS.

ARTICLE IV INTERFERENCE

4.1 Definition. "Interference" shall mean either a material impairment of access, operation of equipment or the quality of the sound signals or transmission and reception activity of any party using any one of the Tower, or a condition which constitutes interference within the meaning of the provisions of the Recommended Practices of the Electronics Industries Association ("EIA") and the rules and regulations of the FCC then in effect.

4.2 Tenant's Covenants. Tenant covenants and agrees that its Equipment and all installation, operation, modification, relocation, and maintenance associated with its Equipment will:

a. not interfere with Lessor's operation of the Assets, or the operations of any other Tenants of the Assets that occupied the Assets on the Lease Commencement Date (a "Prior Tenant") as such Prior Tenant's(s') operations existed on the Lease Commencement Date. In the event Lessor determines, based on standard and accepted engineering practices, that Tenant's Equipment is interfering with Lessor's operations or a Prior Tenant's pre-existing operations, Tenant shall, within forty-eight (48) hours of notification, take all steps reasonably necessary to eliminate the Interference, with the exception of ceasing Tenant's operations. If Tenant cannot eliminate or resolve such Interference within the forty-eight (48)-hour period, Lessor shall have the right to require Tenant to turn off its Equipment and only turn on its Equipment during off-peak hours in order to test whether such Interference continues or has been satisfactorily eliminated. In the event that Tenant is unable to resolve or eliminate the Interference within thirty (30) days from the initial notification of such Interference, Tenant shall immediately remove or cease operations of the objectionable Equipment; and Lessor and Tenant shall each have the right to terminate this Agreement upon notice to the other;

b. in no way damage the Assets, or any improvements, accessories, or appurtenances thereon;

c. not interfere with Lessor's Assets maintenance operations; and

d. comply with all applicable rules and regulations of the FCC and state and local laws, regulations, and codes.

4.3 Quiet Enjoyment. Lessor shall, and shall further require all tenants of the Assets to comply with the then-current FCC rules and regulations concerning installation, maintenance, and operation of such Tenants' equipment upon or within the Assets. During the Term of this Agreement, Lessor will not grant a lease to any other party if such lease would substantially affect or interfere with Tenant's use of the Assets, or the installation, maintenance, and operation of Tenant's Equipment thereon. In addition, in the event the installation, operation, modification, relocation, and/or maintenance associated with the equipment of Lessor or any other Tenant of the Assets interferes with the operation of Tenant's Equipment, Lessor shall, within forty-eight (48) hours of notification from Tenant, take reasonable steps necessary to eliminate the Interference. If Lessor cannot eliminate such Interference, or otherwise cause the Interference to be eliminated within this forty-eight (48)-hour period, Tenant shall have the right to terminate this Agreement upon notice to Lessor.

ARTICLE V TAXES AND UTILITIES

5.1 Real Property Taxes. Lessor shall pay, or cause to be paid, all real property taxes, special assessments, and improvement bonds levied and assessed against the Assets.

5.2 Personal Property Taxes. Tenant shall pay, or cause to be paid, all personal property taxes levied or assessed against Tenant's Equipment and any other personal property located upon or within the Assets.

5.3 Utilities. Tenant shall pay, or cause to be paid, all charges for electricity and/or any other utility or service used in connection with Tenant's installation, operation, or maintenance of Tenant's Equipment.

ARTICLE VI INSURANCE

6.1 Lessor's Insurance. Lessor shall keep and maintain property damage insurance on and for the Assets to cover the same against loss or damage occasioned by fire, vandalism, extended coverage perils, and such other hazards as may be occasioned by Lessor's use and/or ownership of the Assets. Lessor shall also maintain public liability insurance, naming Tenant as an additional insured, against bodily injury or death and for damage to property suffered by others as a result of its ownership and/or operation of the Assets in an amount not less than \$2,000,000.00.

6.2 Tenant's Insurance. Tenant shall, during the entire Term hereof, keep in force and effect the following policies of insurance:

a. Commercial general and automobile liability insurance: Commercial general liability insurance with a minimum per-occurrence limit of \$2,000,000.00 for each of the following: bodily injury and property damage, personal injury and advertising injury, and products/completed operations; commercial automobile liability and/or non-owned automobile liability insurance with a combined single limit of no less than \$1,000,000.00, with uninsured or underinsured automobile liability at \$100,000.00 per person and \$300,000.00 per occurrence; and

b. Worker's compensation and employers liability insurance: Worker's compensation insurance covering Tenant and its employees in at least the minimum amounts required from time to time by applicable statutes and regulations; and employer's liability insurance with the following minimum limits: (1) bodily injury by accident, \$500,000.00 per

occurrence; (2) bodily injury by disease, \$500,000.00 per employee; and (3) bodily injury policy limit, \$500,000.00.

c. Personal property insurance: Personal property insurance covering Tenant's Equipment installed, maintained, and/or operated upon or within the Assets, insuring the same at one hundred percent (100%) of its full insurable value against fire, vandalism, malicious mischief, and such other perils as are from time to time included in a standard extended coverage endorsement.

d. if Tenant employs one or more third parties to perform the Work, Tenant shall ensure that each such third party is properly qualified, certified, and/or licensed (if applicable) and maintains the following policies of insurance at all times during the performance of the Work:

(i) Commercial general and automobile liability insurance: Commercial general liability insurance with a minimum per-occurrence limit of \$2,000,000.00 for each of the following: bodily injury and property damage, personal injury and advertising injury, and products/completed operations; commercial automobile liability and/or non-owned automobile liability insurance with a combined single limit of no less than \$1,000,000.00; and

(ii) Worker's compensation and employers liability insurance: Worker's compensation insurance covering the third-party construction firm and its employees in at least the minimum amounts required from time to time by applicable statutes and regulations; and employer's liability insurance with the following minimum limits: (1) bodily injury by accident, \$500,000.00 per occurrence; (2) bodily injury by disease, \$500,000.00 per employee; and (3) bodily injury policy limit, \$500,000.00.

Tenant shall cause each third-party performing Work to supply Lessor with certificates of insurance reflecting all coverages required by this Section 6.2(e); and each such policy of insurance shall name Lessor as an additional insured. Tenant shall be solely responsible and liable to Lessor for Tenant's failure to obtain or deliver to Lessor the required insurance certificates from Tenant's approved contractor or subcontractors;

6.3 Evidence of Insurance. Tenant shall, prior to the Lease Commencement Date and thereafter on an annual basis or as Lessor may otherwise request, cause to be issued to Lessor by the insurer or insurers providing the insurance specified in this Article VI certificates of insurance reflecting all such coverages. Each policy of insurance required of Tenant by this Article VI shall name Lessor as an "additional insured."

ARTICLE VII INDEMNIFICATION

7.1 By Tenant. Tenant shall indemnify, defend, and hold harmless Lessor, its affiliates and their respective directors, officers, shareholders, successors, and assigns, from any and all costs, demands, damages, suits, expenses, or causes of action (including reasonable attorneys' fees and court costs) arising from:

a. any demand, claim, suit, action, proceeding, or investigation (hereinafter, a "Claim") to the extent such Claim is attributable to the joint, concurrent or sole negligence, or

willful misconduct or strict liability of Tenant, or its agents, employees, representatives, contractors, or other persons acting or engaged by, through, or under Tenant; and

- b. any material breach by Tenant of any provision of this Agreement.

7.2 By Lessor. Lessor shall indemnify, defend, and hold harmless Tenant, its affiliates and their respective directors, officers, shareholders, successors, and assigns, from any and all costs, demands, damages, suits, expenses, or causes of action (including reasonable attorneys' fees and court costs) which arise from:

- a. any Claim to the extent such Claim is attributable to the joint, concurrent, or sole negligence, or willful misconduct or strict liability of Lessor, or its agents, employees, representatives, contractors, or other persons acting or engaged by, through, or under Lessor; and
- b. any material breach by Lessor of any provision of this Agreement.

7.3 Limits on Indemnification. Neither party shall be responsible or liable to any person entitled to indemnification under Section 8.1 or Section 8.2, above, for any cost, demand, damage, suit, expense, or cause of action arising from any Claim to the extent attributable to any acts or omissions of the party seeking indemnification or any third party not within Lessor's or Tenant's control.

7.4 Waiver of Certain Damages. The parties hereto, on their own behalf and on behalf of their affiliates and their respective directors, officers, shareholders, successors, and assigns, hereby waive the right to recover consequential (including lost profits), punitive, exemplary, and similar damages.

7.5 Survival. The provisions of this Article VII shall survive the termination or earlier expiration of this Agreement with respect to any events occurring on or before such termination or expiration, whether or not Claims relating thereto are asserted before or after such termination or expiration.

ARTICLE VIII DAMAGE, DESTRUCTION, OR CONDEMNATION

8.1 Lessor May Repair or Restore Upon Insured Loss. If any Assets are damaged or destroyed by fire, vandalism, or other casualty, this Agreement shall continue in full force and effect if Lessor repairs or restores the effected Assets within ninety (90) days of such fire or other casualty to the condition which Lessor furnished the same to Tenant on the Lease Commencement Date. In the event Lessor elects to not make such repairs, Lessor shall deliver written notice to Tenant of Lessor's election to not repair the effected Assets; and Tenant shall have the right to terminate this Agreement effective as of the date of the damage.

8.2 Condemnation. If the Assets, or a substantial portion thereof so as to render them unusable for their intended purpose(s), shall be taken under the power of eminent domain, or sold under the threat of the exercise of such power, this Agreement shall, at the option of either Lessor or Tenant, be terminated upon thirty (30) days prior written notice.

ARTICLE IX DEFAULT

9.1 Events of Tenant Default. The following shall be considered events of default under this

Agreement (each, a “Tenant Default”):

a. Except as provided in Sections 9.1 (b), (c), (d) and (e), Tenant fails to perform any of the covenants or conditions herein contained on the part of Tenant, and such failure continues for thirty (30) days after written notice thereof is given to Tenant (except that such thirty (30)-day period shall be automatically extended for an additional period of time reasonably necessary to cure such failure if such failure cannot be cured within such thirty (30)-day period, and provided Tenant commences the process of curing such failure within said thirty (30)-day period and continuously and diligently pursues such cure to completion);

b. a receiver is appointed to take possession of all, or substantially all, of Tenant’s assets, or Tenant makes an assignment for the benefit of creditors, or takes any action or suffers any action under any insolvency, bankruptcy, or reorganization act, or is otherwise insolvent;

c. Tenant’s failure to maintain and keep in force the insurance required under Section 6.2;

d. Tenant’s failure to cure interference issues within the time periods set forth in Article IV; and

e. Tenant’s non-payment of any monies due under this Agreement if such monetary amounts remain unpaid for more than ten (10) days after receipt of written notice from the Lessor of such failure to pay.

9.2 Remedies Upon Events of Tenant Default. Upon the occurrence of any Tenant Default, Lessor shall be entitled to recover from Tenant all damages sustained by Lessor on account of the event of Tenant Default. In addition, Lessor may, upon the occurrence of an event of Tenant Default:

a. elect to terminate this Agreement; or

b. elect to treat this Agreement in full force and effect and remain entitled to collect charges payable by Tenant pursuant to this Agreement as such charges become due hereunder.

ARTICLE X MEMORANDUM AND SUBORDINATION AGREEMENT

10.1 Memorandum of Lease. Tenant shall not file or record this Agreement without Lessor’s prior written consent. Notwithstanding the foregoing, Lessor agrees to execute a Memorandum of Lease in a form acceptable to Lessor at Tenant’s request and expense. Tenant agrees to provide Lessor with a certified copy of any such Memorandum within five (5) business days following any recordation of such Memorandum.

10.2 Subordination Agreement. This Agreement and Tenant’s rights hereunder are and shall be subject and subordinate to the lien, operation, and effect of any mortgages or other security instruments constituting a lien upon the Assets, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements, and extensions thereof, whether the same shall be in existence as of the Lease Commencement Date, or created thereafter. Tenant’s acknowledgment and agreement of subordination as provided for herein shall be self operative, and no further instrument of subordination shall be required; provided, however, Tenant agrees on request to execute and deliver such further instruments evidencing or confirming such subordination as may be requested from time to time by

11.6 Master ROW, Access or Ground Lease(s). In the event this Agreement is subject or subordinate to one or more master ROW agreements, fiber access agreements, ground leases or similar agreements, Tenant agrees to comply with the terms thereof to the extent applicable (directly or indirectly) to Tenant's use or occupation of the Tower or Tower Site; and Tenant shall not cause, or permit to occur, a default or breach of any such master or ground lease. This Agreement shall immediately terminate upon the termination or expiration of any such master ROW agreement, fiber access agreement, ground lease or similar agreement. Upon such termination of this Agreement, no further rights or obligations shall accrue on the part of Lessor or Tenant as a result of the termination of this Agreement (other than Tenant's obligation for rent and other charges due and owing through the date of termination). Lessor shall, upon Tenant's request, provide to Tenant copies of any such master ROW agreements, fiber access agreements, ground leases or similar agreements with confidential and financial information redacted.

11.7 Force Majeure. Neither party hereto shall be liable for any losses or damages caused by acts of God, including, but not limited to, wind, lightning, rain, ice, earthquake, floods or rising water, or by aircraft or vehicle damage. In the event that Lessor or Tenant shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of acts of God (including, but not limited to, wind, lightning, rain, ice, earthquake, flood or rising water), aircraft or vehicle damage or other casualty, unforeseen soil conditions, acts of third parties who are not employees or agents of Lessor or Tenant, as the case may be, strikes, lockouts, labor troubles, inability to procure materials, failure of power, governmental actions or inactions (including, but not limited to, those related to zoning approvals, permits, or related appeals), laws or regulations, riots, insurrection, war, or other reasons beyond its control, then the performance of such act shall be excused for the period of delay; and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

11.8 Entire Agreement/Amendment. This Agreement contains all covenants and agreements between Lessor and Tenant relating in any manner to the rent, Tenant's use and occupancy of the Assets, and other matters set forth in this Agreement. No prior agreements or understandings pertaining to the matters governed by this Agreement shall be valid, or of any force or effect; and the covenants and agreements of this Agreement shall not be altered, modified, or amended, except in writing signed by Lessor and Tenant.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Facilities Access Agreement has been executed by the parties as of the day and year first written above.

LESSOR: BUG TUSSEL 1, LLC

By: _____
Print Name: _____
Its _____

Subscribed and sworn before me
this ____ day of _____, 202__.

Notary Public, _____ County, __
My Commission: _____

TENANT: _____

By: _____
Print Name: _____
Its: _____

Subscribed and sworn before me
this ____ day of _____, 202__.

Notary Public, _____, WI
My Commission: is permanent