

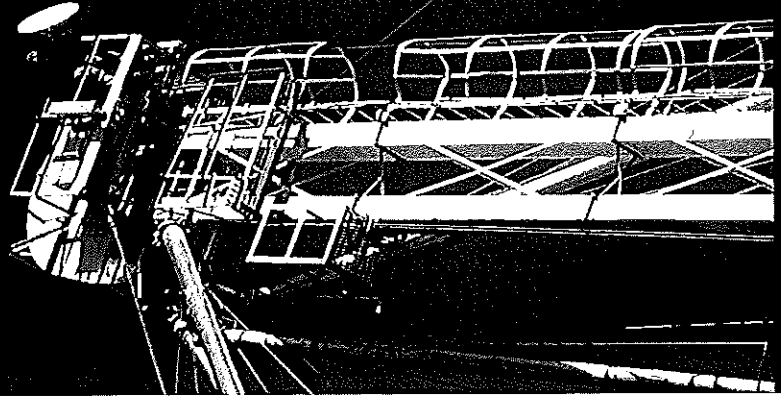
→ Proven Process

- Qualify**— Make sure the customer is located within our coverage area.
- Verify**— Verify that we have a clear line of sight or strong signal from the customers home to our broadcast location.
- Validate**— We will ensure that the customer wants our service, is comfortable with the mounting location and hardware, and has made an informed choice of the plan that fits their needs.
- Install**— Technicians will perform a timely install using professional methods and exemplary customer service.
- Verify**— Technicians will verify that all equipment and services are working in accordance with customer and business expectations.
- Thanks**— Customers will receive thanks and gratitude for BTWI's opportunity to serve them with their internet needs.
- Invoice**— Customers will receive a prompt and accurate invoice for installation and services.
- Follow up**— Customers will receive a 2 week follow up to ensure that equipment and services are working as expected and to allow the customer a chance for feedback.
- Referrals**— BTWI will take time to follow up with any referrals of family, friends, and neighbors of each customer.
- Satisfaction**— BTWI will work tirelessly to maintain our customers satisfaction with equipment and services to the best of our ability.

*BTWI is the official
internet supplier
for the
Farm Progress Show
in Boone, IA and
Decatur, IL*



**Consistently Reliable
Internet**



Tower Partner Brochure



1020 26th Street
Perry, Iowa 50220

Phone: 515-465-3043
E-mail: info@btwi.net
Website: www.btwi.net

Tower Partner

Benefits

- FREE reliable high speed internet for Tower Partners
- As an added benefit, you are able to help us provide internet to your family, friends, and neighbors
- There is no maintenance or equipment costs to you! We just need a structure and minimal power. (Equivalent to lighting a 60 watt light bulb)
- We offer other services to tower partners, such as local area networks that can be used to support site wide Wi-Fi, grain monitoring systems, cloud storage, and security devices

BTWI is an insured and licensed Iowa contractor, with certified tower climbers on staff.

BTWI Core Values

Respect for Everyone

- Positive Atmosphere
- Non-Judgmental
- Fairness
- Compassion
- Graciousness

Desire to Help Others

- Constructive Feedback
- Allow Time to Listen

Unwavering Integrity

- Do the Right Thing
- Commitment
- Honesty
- Do What You Say

Passion

- Enjoy What You Do
- Have Faith
- Humbly Confident

Dedication

- Hard Working
- Loyal
- Dependable
- Prompt & On Time

Vision

Our vision is to create a wireless and fiber hybrid network that can provide high speed internet access to rural areas that the large corporate internet providers have neglected.

BTWI currently provides consistently reliable internet to about 1100 of these customers, and has plans for future growth to serve upwards of 10,000 homes and small businesses in the next 10 years!

History

Upon moving to a rural location with no high speed internet, BTWI owner Nathan Leerhoff decided to take matters into his own hands. In 2009, he built a 110' tower that connected to his computer store in Perry. Within a short period of time, many friends and neighbors began asking for internet. He continued to add towers and in 2012 connected to a fiber backbone, and joined forces with his father (Jeff) to officially start what is now known as BTWI.



BITS OF TECHNOLOGY WIRELESS INTERNET LLC

1020 26th Street
PERRY, IA 50220
info@btwi.net
(515) 465-3043
(515) 208-4401

WWW.BTWI.NET

December 1, 2020

City of Earlham
140 S Chestnut Ave
Earlham, IA 50072

Bits of Technology Wireless Internet LLC (aka BTWI) is interested in leasing space on the Earlham water tower to broadcast fixed wireless internet service to residences and acreages in the surrounding area.

With the advent of the changing work situations of Covid-19, we've had many additional requests for extending our service into areas that lack adequate, reliable, and affordable internet service. Our business was started over 10 years ago out of my son's own need for internet service and helping his neighbors and friends that were in the same situation. Since then, our family owned and operated business has grown to over 1000 customers, 50+ broadcast locations, and 10 employees by providing consistently reliable internet service at an affordable cost with family-style customer service. Those employees range from a full-time network engineer, several certified tower climbers, highly trained installers, and back office administration and support. Our coverage area includes portions of Dallas, Madison, Polk, Guthrie, Greene, Boone, Story, Butler, Grundy, Hardin, and Franklin counties.

We currently have water tower lease agreements with the cities of Perry and Dawson, and provide the installation/service at water towers in Boone and Grimes for another internet service provider that we partner with. As mentioned above, we have certified tower climbers on staff, and have worked with a water tower maintenance company to properly mount equipment.

Attached is a proposed Site Lease Agreement for your review and consideration. This proposal represents a cash-type lease. In other situations, we provide high-speed internet service to locations owned by the landlord in exchange for use of the tower site. We would be open to any ideas that you may have. We intend to provide the best, most reliable internet service possible for residents of that area.

Please don't hesitate to contact me with any questions.

Thank you.

A handwritten signature in black ink that reads "Jeff Leerhoff".

Jeff Leerhoff
Co-Owner/Manager

515-975-9975 CELL

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease") is entered into by and between City of Earlham, IA ("Landlord") and Bits of Technology Wireless Internet LLC, an Iowa Limited Liability Company (aka BTWI) ("Tenant").

WHEREAS, Tenant desires to operate wireless internet equipment to be installed on a structure owned by Landlord; and

WHEREAS, Landlord desires to lease to Tenant a portion of the structure owned by Landlord subject to the terms of this Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. **Leased Premises.** Landlord hereby leases to the Tenant, for the period, at the rent, and upon the terms and conditions hereafter set forth, the non-exclusive use of:

The City Water Tower ("Structure") located at the southeast corner of NW 6th Street and NW Elm Ave, Earlham, Iowa, along with adequate, nominal space thereon to install wireless internet equipment, cables, etc. along with a non-exclusive easement for reasonable access thereto and for adequate utility services (the Leased Premises).

2. **Term.** The Term of this Lease Agreement shall be for three (3) years commencing on the date of execution of this Agreement. Provided Tenant is not then in material default of this Lease beyond any applicable notice, grace, or cure period, at the expiration of the Initial Term or any Extended Term then in effect, Tenant shall have the right to extend the term of this Lease on the same terms contained herein for five (4) additional periods of three (3) years ("Extended Term"). Each Extended Term shall be on the same terms and conditions as set forth in this Lease, except for rent as noted in Paragraph 3. This Lease shall automatically be renewed for each successive Extended Term unless Tenant notifies Landlord of Tenant's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Extended Term which is then in effect. All references to the term of this Lease shall include by reference the Initial Term and Extended Terms.

3. **Rental.** Tenant shall pay Landlord, as Rent, Four Hundred Dollars (\$400.00) per month ("Rent") during the Initial Term of this Lease. Rent shall be paid in advance beginning on the date this lease is executed, and continuing on the same calendar day of each month thereafter. For each Extended Term thereafter, rent shall be increased by nine percent (9%) over previous Extended Term.

4. **Tenant's Use.**

(a) **Purposes.** Tenant shall use the Leased Premises only for the purpose of installing, and thereafter maintaining and operating wireless internet apparatus, and uses incidental thereto for providing wireless internet services which Tenant is legally authorized to provide. This shall include without limitation any number of radio transmitting and receiving antennas, and an electronic equipment panel/structure.

(b) **Operation.** Tenant shall have the right, at its sole cost and expense, to operate and maintain the wireless internet apparatus on the Leased Premises in accordance with good engineering practices. Any damage done to the Leased premises or other Landlord property including the Structure during installation or during operations, shall be repaired at Tenant's expense within 30 days after notification of damage. The wireless internet apparatus shall remain the exclusive property of the Tenant, unless otherwise provided in this Lease.

(c) **Maintenance Improvement Expense.** All modifications to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense and such improvements, including antenna, facilities and equipment, shall be maintained in a good state of repair, at least equal to the standard of maintenance of the Landlord's facilities on or adjacent to the Leased Premises, and secured by Tenant.

(d) **No Interference.** Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of the surrounding premises by Landlord.

(e) **Access.** Tenant, at all times during this Lease, shall have access to the Leased Premises in order to install, operate, and maintain its wireless internet apparatus. Tenant shall have unrestricted access to the Structure 7 days a week, 24 hours per day.

5. **Insurance and Indemnification.**

(a) Tenant shall, during the term of the lease, maintain property coverage on all personal property and fixtures owned by Tenant. Tenant acknowledges that Landlord is not responsible for insuring against the loss of Tenant's equipment improvements. Tenant will also maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence.

(b) Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its

employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

6. **Damage or Destruction.** If the Premises are damaged or destroyed by fire, winds, flood or other natural or manmade causes, Landlord shall have the option to repair or replace the Premises at its sole expense, or to terminate this Lease effective on the date of such damage or destruction. In the event it elects to terminate the Lease, neither Tenant nor Landlord shall have any further obligations hereunder. If Landlord elects to repair or replace the premises, until such repair or replacement is completed so that the Tenant can resume full operations, the Tenant's rental hereunder shall abate until the premises are restored to a condition that the Tenant can resume full operations at the premises.

7. **Replacement.** Landlord reserves the right, in its sole discretion, to replace or rebuild the Structure. In such event, Landlord shall provide Tenant with space at the site suitable to allow Tenant to continue to operate the wireless internet equipment in a substantially similar manner during the construction period. Tenant shall be solely responsible for the costs associated with removing and reinstalling the equipment. Tenant shall have the right to establish a temporary facility on the Leased Premises to provide such services as Tenant deems necessary during any such construction by Landlord, so long as adequate space is then available. The location of such temporary facilities shall be subject to Landlord's approval.

8. **Lease Termination.**

(a) **Events of Termination.** Except as otherwise provided herein, this Lease may be terminated upon sixty (60) days written notice to the other party 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 sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);

(ii) by Tenant if Tenant determines that the structure is no longer appropriate for Tenant's operations for economic, environmental, or technological reasons or if Tenant does not secure or maintain all appropriate or applicable agreements, approvals, permits, and licenses or receive other requisite authorization for Tenant's intended use of the Property, Tenant may terminate the Lease upon sixty (60) days prior written notice to Landlord. In addition, if any such agreement, approval, permit, license, or other requisite authorization is revoked or canceled for any reason, Tenant may terminate this Lease upon sixty (60) days written notice to Landlord. Tenant shall act with due diligence to obtain and maintain such agreements, approvals, permits, and authorizations.

(iii) by Tenant for cause if the leased Premises is or becomes unacceptable for technological reasons including without limitation shadowing or interference under Tenant's wireless internet apparatus, design or engineering specifications or the communications systems to which the wireless internet apparatus belong.

(iv) by Landlord if it determines that the Structure is structurally unsound, including, but not limited to, consideration of age of the Structure, damage or destruction of all or part of the Structure on the Leased Premises from any source, or factors relating to condition of the Leased Premises.

(b) Notice of Termination. The parties shall give Notice of Termination in writing by certified mail, return receipt requested, to the address listed on this agreement unless otherwise changed in writing. Such Notice shall be effective upon receipt as evidenced by the return receipt, or such later date as stated in the Notice. All rentals paid for the Lease prior to said termination date shall be retained by Landlord.

(c) Site Restoration. In the event that this Lease is terminated or not renewed, Tenant shall have 60 days from the termination or expiration date to remove its wireless internet apparatus and related equipment from the Leased Premises, repair the site and restore the surface of the Structure. In the event that Tenant's Antenna Facilities, and related equipment are not removed to the reasonable satisfaction of the Landlord, they shall be deemed abandoned and become the property of the Landlord and Tenant shall have no further rights thereto. In the event of abandonment, Tenant shall assume all costs associated in Landlord's remove/disposal of Tenant's Antenna Facilities, and related equipment.

9. Assignment. Upon written notice, Landlord and Tenant shall each be entitled to assign, sublease or otherwise transfer all or any part of their interest in this Lease from time to time, with the other party's written consent, which shall not be unreasonably withheld.
10. Provisions Binding. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.
11. Mechanics' Liens. Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's liens against the Leased Premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvements on the Leased Premises.
12. Certification. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any persons, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National

and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the forgoing certification.

13. **Miscellaneous Provisions.**

(a) Landlord warrants that it has full right, power, and authority to execute this agreement. Landlord covenants that Tenant, in paying the rental set forth in paragraph 3 and performing the covenants by it herein made, shall and may peacefully and quietly have, hold, and enjoy the leased property.

(b) Tenant's obligations hereunder shall be contingent upon Tenant's ability to use the premises for the purposes described herein, including but not limited to receipt and continued validity of all necessary permits and regulatory approvals.

(c) Tenant's internet equipment shall be the only fixed wireless internet equipment allowed on this structure during any term of this lease.

IN WITNESS WHEREOF, the parties have executed this Lease agreement on the date set forth below.

Dated _____

LANDLORD

By: _____(signed)

By: _____(printed)

TITLE: _____

City of Earlham
140 S Chestnut Ave
Earlham, IA 50072
(515) 758-2281

TENANT

By: _____(signed)

By: _____(printed)

TITLE: _____

Bits of Technology Wireless Internet LLC
1020 26th St
Perry, IA 50220
(515) 465-3043