Site Name: HV1768 | Lincoln Street
Site Address: +/- 13113 24th Avenue, Marne, Michigan 49435 (Ottawa County)

# OPTION AND LAND LEASE AGREEMENT

This Option and Land Lease Agreement ("**Agreement**" or "**Lease**") is made and entered into this 28 day of April, 2026, by and between BRYAN L. and TAMMY S. GEURINK, husband and wife, having a mailing address of 13113 24th Avenue, Marne, Michigan 49435 ("**Landlord**"), and HORVATH TOWERS VI, LLC, a Delaware limited liability company, having an address of 2307 Edison Road, Suite 2, South Bend, Indiana 46615 ("**Tenant**").

## I
## OPTION TO LEASE

1.1 Option, Commitment Deposit, and Option Term. Landlord owns certain real property described on ***Exhibit A*** attached hereto and made a part hereof (the "**Property**"). In consideration of the sum of [redacted] (the "**Commitment Deposit**"), to be paid by Tenant to Landlord upon full execution of this Agreement, Landlord grants to Tenant for a term of thirty-six (36) months (the "**Option Term**") an option to lease (the "**Option**") a portion of the Property measuring approximately 100' x 100' for a total of 10,000 square feet and located at +/- 13113 24th Avenue, Marne, Michigan 49435 (Ottawa County) (43°0'25.887" / -85°50'54.04") for the purpose of constructing, operating, maintaining, repairing and replacing a communications facility (the "**Equipment**") together with easements (a) for the construction and maintenance of a route for unrestricted access for Tenant's uses from the nearest public right-of-way along and over the Property to the 10,000 square foot area as described on ***Exhibit B*** attached hereto and incorporated herein by reference and (b) for the construction and maintenance of a route to bring utilities from a public utility source over, under and across the Property to the 10,000 square foot area as described on ***Exhibit B*** (collectively, the "**Leased Premises**").

1.2 Testing. Upon notification to Landlord, during the Option Term and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Leased Premises and shall include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's permitted use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all injury, loss, damage, or claims arising directly out of Tenant's Tests. Upon completion of construction of the Equipment, Tenant no longer needs to notify Landlord for access to the Leased Premises.

1.3 Exercise of Option. During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Leased Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option, this Agreement will terminate and the parties will have no further liability to each other.

## II
## TERM OF LEASE

2.1 Term. The term of this Lease shall be ninety-nine (99) years commencing on the date of written notification by Tenant to Landlord of Tenant's exercise of the Option or the date Tenant commences construction, whichever occurs first (the "**Commencement Date**"), and terminating at midnight on the last day of the term (the "**Term**"). Tenant may terminate this Lease at any time it deems necessary.

## III
## RENT

3.1 Rent. Tenant shall pay Landlord, as a one-time rent payment, [redacted] ("**Rent**"). Rent shall be payable within twenty (20) days following the Commencement Date to Landlord's address specified in Section XII, below. Payment of Rent is contingent upon Landlord providing to Tenant a properly executed W-9 showing the taxpayer identification number of the Landlord. Payment by Tenant of this amount plus any payments previously made constitute full payment of all rental payments due by Tenant to Landlord and its successors and assigns for the entire Term. Landlord acknowledges and agrees that Tenant has no further obligation during the Term to pay any additional rental payments to Landlord, it being the intent of the parties that the one-time rent payment covers all rental payments due Landlord and its successors and assigns through the end of the Term.

## IV
## RIGHTS AND OBLIGATIONS OF TENANT

4.1 Access Easement. Tenant shall have unrestricted access to the Leased Premises twenty-four (24) hours per day, seven (7) days per week during the Term of this Agreement. Landlord hereby grants to Tenant during the Term of this Agreement an easement for ingress to and egress from the Leased Premises over an access road, as shown in ***Exhibit B***, attached hereto and incorporated herein by reference, for the purpose of installing, operating, maintaining and/or removing the Equipment, however, such right is limited to authorized employees, subtenants, licensees, invitees, assignees, or agents of Tenant and/or other persons under Tenant's supervision. The parties agree that ***Exhibit B*** will be replaced by a final survey once said survey is complete. Landlord and Tenant shall cooperate with each other to determine a mutually acceptable access route.

4.2 Temporary Construction Easement. Landlord hereby grants to Tenant and to its respective agents, employees, subtenants, contractors, materialmen, and laborers, a temporary easement for access and passage over, along, and across the Property as shall be reasonably necessary for the constructing party to construct or maintain improvements upon the Leased Premises and/or Landlord's surrounding property; provided, however, that such easement shall be in effect only during periods when actual construction or maintenance is being performed and provided further that the use of such easement shall not be exercised so as to unreasonably interfere with the use and operation of the Leased Premises or Landlord's surrounding property. Any constructing party availing itself of the temporary easement shall diligently complete such work as quickly as possible and shall promptly restore the Leased Premises and/or Landlord's surrounding property to its original condition immediately prior to the commencement of this Agreement, with the exception of (i) plants, trees, crops, or similar vegetation, removed from the Leased Premises and/or topographical changes to the Leased Premises in order to fulfill the transaction contemplated by this Agreement; and/or (ii) ordinary wear and tear.

4.3 Removal of Equipment. Upon expiration or termination of this Agreement, Tenant shall remove all of the Equipment installed on the Leased Premises without damage to Landlord's property, and shall restore the Leased Premises, as is reasonable, to its original condition immediately prior to the commencement of this Agreement, with the exception of (i) plants, trees, crops, or similar vegetation, removed from the Leased Premises and/or topographical changes to the Leased Premises in order to fulfill the transaction contemplated by this Agreement; and/or (ii) ordinary wear and tear. Title to all Equipment, whether or not such is considered real or personal property, and whether or not such is considered as being affixed to the property, shall be and remain vested in Tenant (or its subtenants and licensees, as applicable).

4.4 Utilities. Landlord hereby grants to Tenant during the Term of this Agreement an easement for the construction and maintenance of utilities along the route shown in ***Exhibit B*** attached hereto and incorporated herein by reference. Such utility location and installation method shall be mutually agreed upon by the utility companies and the Tenant. Landlord agrees to comply with each utility company to provide a separate easement for utilities if additional easements are necessary. Tenant shall pay for its own separately metered utilities.

4.5 Maintenance. Tenant shall be responsible for maintaining the Equipment. Tenant shall have no other maintenance responsibilities with respect to the Leased Premises other than those expressly set forth herein.

4.6 Taxes. Tenant shall be responsible for any taxes, including real estate and personal property taxes that may be incurred as a result of the installation or operation of the Equipment at the Leased Premises. Landlord shall promptly pay all real estate taxes and assessments against the Property when due and shall avoid any delinquencies with respect thereto. Tenant shall promptly pay Landlord only upon receipt of such invoice and all other reasonable documentation as requested of Landlord by Tenant to evidence such increase in taxable amounts resulting from the installation or operation of the Equipment at the Leased Premises. Landlord shall also pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, including, without limitation, judgments, liens, mortgage payments, and other similar encumbrances. If Landlord fails to make any payments required under this Lease, such as the payment of real estate taxes and assessments, or breaches any other obligation or covenant under this Lease, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. The full amount of any costs so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) shall be paid by Landlord to Tenant with interest at the statutory rate thereon.

4.7 Subleases. Landlord hereby grants Tenant the right to sublease or license all or any part of the Leased Premises and any such subtenant or licensee shall have the right to use any and all easements granted hereunder pursuant to the terms hereof.

## V
## RIGHTS & OBLIGATIONS OF LANDLORD

5.1 Interference. Landlord shall not interfere with the installation or cause any interference with the operation of the Equipment or with Tenant's (or its subtenant's or licensee's) use of the Leased Premises as contemplated herein. Landlord acknowledges (i) that any interference with the Equipment caused by Landlord may cause irreparable harm to Tenant and would constitute a breach of the covenant of quiet enjoyment set forth herein, (ii) that the cessation of such interference is material to the Agreement; and therefore (iii) that Tenant shall have upon any such interference, the right to enjoin any such interference or to terminate this Agreement.

## VI
## INDEMNIFICATION

6.1 Indemnification by Tenant. Tenant shall indemnify and hold harmless Landlord from any claim which may arise against Landlord by any reason or occurrence attributable to (i) the installation, operation, or maintenance of the Equipment on the Leased Premises; (ii) Tenant's failure to perform any material obligation hereunder; or (iii) any misrepresentation or breach of warranty by Tenant hereunder. Tenant shall not be liable for and shall have no obligation to indemnify or defend Landlord or any third-party and will not hold Landlord or any third-party harmless from any claims or damages that may have arisen or may arise due to a pre-existing condition or defect, including, but not limited to, any claims arising out of contamination by, or storage of, any hazardous substance(s).

6.2 Indemnification by Landlord. Landlord shall indemnify and hold harmless Tenant from any claim which may arise against Tenant by any reason or occurrence attributable to (i) Landlord's use or occupation of the Leased Premises; (ii) Landlord's failure to perform any material obligation hereunder; (iii) any misrepresentation or breach of warranty by Landlord hereunder or (iv) all pre-existing conditions or defects in the Leased Premises and Property, including, but not limited to, any claims arising out of contamination by, or storage of, any regulated and/or hazardous substances(s).

6.3 Environmental Indemnification by Landlord. Landlord shall indemnify and hold Tenant harmless from any claims, costs, and/or liabilities that may arise, including, but not limited to, claims of personal injury, death, pollution, contamination, and property damage, incurred as a result of the negligent or intentional storage, dumping, leaking, or use

of any regulated and/or hazardous substances, as that term is defined by applicable federal and state law, by Landlord, its employees, agents, servants, invitees, visitors or any other person under Landlord's control or supervision, whether or not Tenant is adjudged to have been comparatively negligent. Landlord shall indemnify Tenant for any and all costs incurred as a result of having to answer and defend any claims set forth above, including without limitation reasonable attorney's fees and court costs. Landlord agrees to immediately notify Tenant of any known regulated and/or hazardous waste conditions, including, without limitation, complaints or reports that may be or have been filed against Landlord or the property or served upon Landlord, its agents, servants, employees, or other representative.

## VII
## ASSIGNMENT

7.1 Tenant May Assign At Any Time. This Agreement may, at any time, be assigned by the Tenant. Tenant shall provide written notice to Landlord by overnight courier service or certified mail, return receipt requested, within a reasonable amount of time after assignment. Upon reasonable request by Tenant, Landlord shall execute an Estoppel Certificate, Acknowledgment of Rights, or similar document, as set forth in Article VIII, Section 8.2 hereof, in connection with such assignment.

7.2 Assignment by Landlord. Except as provided in Section 13.5 below, this Lease may, at any time, be assigned by the Landlord, who shall provide written notice to Tenant by overnight courier services or certified mail of such assignment to Tenant within a reasonable amount of time. The assignee shall be bound by the terms of this Agreement and shall not modify the Leased Premises or the associated utility and access easements in any way which would adversely affect Tenant's use of the Leased Premises.

7.3 Effect of Assignment. All of the covenants, provisions, terms, agreements, and conditions of this Agreement shall be construed as running with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Upon written notification to Landlord of any assignment of this lease by Tenant (together with a copy of such assignee's written assumption of Tenant's obligations hereunder), Landlord shall look solely to such assignee for the satisfaction of Tenant's obligations hereunder, and Tenant shall be released from any further obligations under this lease. As used herein, the term "**Tenant**" means the holder, from time to time, of the leasehold estate under this Agreement, and the term "**Landlord**" means the holder, from time to time, of the reversionary estate under this Agreement.

## VIII
## RIGHTS OF TENANT TO MORTGAGE

8.1 Right of Tenant to Mortgage Leasehold Interest. Landlord acknowledges that Tenant has the right, upon notice but without the necessity of obtaining Landlord's consent, at any time to: (i) encumber its leasehold estate by mortgage or other encumbrance or lien, in each case solely on the leasehold estate, and provided that Tenant does not encumber Landlord's fee interest in Landlord's property; and (ii) grant security interests in or place liens in favor of its lender upon any and all improvements owned by Tenant, including, but not limited to, the Equipment (whether or not such is considered real or personal property).

8.2 Estoppel Certificates, Landlord's Acknowledgment of Rights, and other Similar Documents. Landlord agrees that it will from time to time, within ten (10) days after request by Tenant, execute and deliver an Estoppel Certificate, Landlord's Acknowledgement of Rights, or other similar statement, in a form that is reasonably acceptable to both Landlord and Tenant and which is recordable in the Land Records of the jurisdiction in which the Leased Premises are located certifying that (i) this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified); (ii) stating the dates to which rent and other charges payable hereunder have been paid; (iii) stating that Tenant is not in default hereunder (or if Landlord alleges a default stating the nature of such alleged default); and (iv) acknowledging the rights of Tenant and Tenant's mortgagee as set forth in Section 8.1 above, and further stating such other matters as Tenant or Tenant's mortgagee shall reasonably require.

8.3 Waiver of Lien Rights by Landlord. Landlord waives any lien rights it may have concerning the Equipment, whether or not such are deemed Tenant's personal property or fixtures. Landlord acknowledges that Tenant may enter into financing arrangements which, among other things, may provide that the Equipment shall serve as collateral. In connection therewith, Landlord disclaims any interest in the Equipment, whether fixtures or otherwise, and agrees that the Equipment shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due and that the Equipment may be removed at any time without recourse to legal proceedings.

## IX
## COVENANTS & WARRANTIES

9.1 Quiet Enjoyment. Landlord covenants that Tenant, upon performance of the terms set forth herein, shall peaceably and quietly hold and enjoy the Leased Premises during the Term of this Agreement without hindrance or interruption by Landlord or any other person, including other tenants or subtenants of Landlord.

9.2 Landlord Owns Leased Premises in Fee Simple. Landlord represents and warrants that Landlord owns the Leased Premises in fee simple and has full power and authority to lease the Leased Premises as well as to grant all easements and rights of way contemplated hereunder without the consent of any other party. Landlord further represents and warrants that the Leased Premises are free and clear of any encumbrances, other than liens of record such as mortgages or others as specifically set forth herein. In the event that it is determined that Landlord has breached its representation and warranty under this section and Tenant is unable to use the Leased Premises for the purposes contemplated herein and/or to utilize the easements granted herein for the stated purposes, Tenant shall have a right to terminate this Agreement without further obligation to Landlord and seek all other damages available to it at law and in equity, which shall include, without limitation, the right to receive damages in an amount equal to all direct and indirect costs incurred by Tenant as a result of such breach. Landlord agrees to assist Tenant in curing any defects in title.

9.3 Environmental. To best of Landlord's knowledge, Landlord represents and warrants that there are no existing regulated and/or hazardous waste conditions on the Leased Premises and that no regulated and/or hazardous substances were or are being stored on said Leased Premises or within the associated easement areas. Landlord shall indemnify and hold Tenant harmless for any claims and/or damages arising from Landlord's breach of this representation and warranty.

## X
## INSURANCE

10.1 Insurance for Option Term and Term of Lease. Tenant shall carry, during the Option Term and the Term of this Lease, the following insurance, with customary coverages and exclusions:

Bodily Injury:
Five Hundred Thousand Dollars ($500,000) for injury to any person, and
One Million Dollars ($1,000,000) for all injuries sustained by more than one person in any one occurrence.

Property Damage:
One Million Dollars ($1,000,000) per damage as the result of any one accident.

10.2 Insurance for Renewal Terms. Tenant will increase amount of insurance coverage during the Renewal Terms to reflect current economic conditions and to comply with industry standards for maintaining adequate coverage. Tenant shall, upon Landlord's request, furnish to Landlord Certificates of Insurance certifying that Tenant has the above-described insurance and naming Landlord as an additional insured on Tenant's policy as it relates to the Leased Premises.

## XI
## DEFAULT

11.1 Default by Landlord. If Landlord defaults in the performance or observance of any provision of this Agreement on its part to be performed and does not commence to cure such default within forty-five (45) days after written notice thereof or does not thereafter diligently complete the cure, if such default is capable of cure, or make, in good faith, progress toward such cure, then, in addition to any other remedies provided in this Lease, Tenant shall have the option to terminate this Agreement upon thirty (30) days' written notice, in accordance with Article XII, without further obligation or liability. Notwithstanding the foregoing, if Landlord fails to timely cure a default, Tenant may (but shall not be obligated to), after written notice to Landlord: (i) perform such obligation on Landlord's behalf or otherwise cure such default; (ii) enter upon the Property and take such actions as are reasonably necessary to restore or protect Tenant's access, utility service, and use of the Leased Premises; (iii) recover from Landlord all reasonable, documented out-of-pocket costs and expenses incurred by Tenant in connection with Landlord's default, which shall be reimbursed by Landlord within thirty (30) days after demand; and/or (iv) pursue specific performance and/or injunctive relief to enforce Landlord's obligations hereunder, it being agreed that Landlord's breach may cause irreparable harm for which monetary damages would be an inadequate remedy. Tenant's rights and remedies shall be cumulative, and the exercise of any one remedy shall not preclude the exercise of any other remedy available under this Agreement, at law, or in equity. Tenant reserves the right to exercise self-help, seek reimbursement, and pursue specific performance and/or injunctive relief as remedies for material breaches of this Agreement, including, without limitation: (i) refusal to execute any documents specified in Article VII, Article VIII, and Article XIII; (ii) failure to pay property taxes; and (iii) failure to provide Tenant with access to the Property.

11.2 Default by Tenant. If Tenant defaults in the performance or observance of any provision of this Agreement on its part to be performed and does not commence to cure such default within forty-five (45) days after written notice thereof or does not thereafter diligently complete the cure, if such default is capable of cure, or make, in good faith, progress toward such cure, then, in addition to any other remedies provided in this Lease, Landlord shall have the option to terminate this Agreement upon thirty (30) days' written notice, in accordance with Article XII, without further obligation or liability, subject, however, to the cure rights of any leasehold mortgagee as set forth herein.

11.3 Termination by Landlord. The termination by Landlord of this Agreement as aforesaid shall be Landlord's sole and exclusive remedy for any default by Tenant hereunder and Landlord shall not be entitled to any money judgment against Tenant (or any decree for specific performance that would require the payment or expenditure of money by Tenant to or on behalf of Landlord) in connection with this Agreement or on account of a default in any covenant of this Agreement on Tenant's part to be performed or observed. Upon termination of this Agreement as aforesaid, Tenant shall, within forty-five (45) days of such termination, or soon thereafter as weather permits, remove all Equipment from the Leased Premises pursuant to the terms of Article IV, Section 4.3.

## XII
## NOTICE

12.1 Notice to Parties. It is understood and agreed between the parties hereto that written notice delivered by overnight commercial courier service or by certified mail, return receipt requested, postage prepaid, to a party's offices as specified herein, shall constitute notice to that party sufficient to comply with the terms of this Agreement. Addresses are as follows:

To Landlord: BRYAN L. GEURINK and TAMMY S. GEURINK
13113 24th Avenue
Marne, MI 49435
Telephone: (616) 677-3621
Email: tammygeurink@gmail.com

Landlord's Payee: BRYAN L. GEURINK and TAMMY S. GEURINK
13113 24th Avenue
Marne, MI 49435

To Tenant: HORVATH TOWERS VI, LLC
ATTN: Lease Administration
2307 Edison Road, Suite 2
South Bend, IN 46615
Office: (574) 237-0464
Email: ehorvath@horvathcommunications.com
CC: hmorley@horvathcommunications.com

## XIII
## GENERAL PROVISIONS

13.1 Contingencies.

13.1.2 Permits, Approvals, Utilities, Rights of Way. This Agreement is contingent upon Tenant's obtaining and maintaining any permits, licenses, or approvals required by any applicable federal, state, or local authority, including, without limitations, the Federal Communications Commission, the Federal Aviation Authority, and any local zoning authority, as well as obtaining all necessary utilities and any and all easements and rights of way necessary to access the Leased Premises.

13.1.3 Technical Analysis and Environmental Studies. This Agreement is further contingent upon (i) the satisfactory completion of technical analyses which will be performed to verify that acceptable microwave communication is possible from the tower to be constructed on the Leased Premises to other communications facilities operated, or planned, by Tenant in the surrounding area and/or (ii) a satisfactory environmental/geological report indicating that the Leased Premises are suitable and/or economically viable for Tenant's intended use. Such analyses shall be completed within the applicable Option Term of this Agreement.

13.2 Non-Disturbance. The Landlord shall obtain for the benefit of the Tenant and its subtenants a commercially reasonable Non-Disturbance and Attornment Agreement (a "**Non-Disturbance Agreement**") from each holder of a mortgage, deed of trust, deed to secure debt or other similar instrument now or hereafter encumbering the Leased Premises (a "**Mortgage**"), confirming that the Tenant's right to quiet possession of the Leased Premises during the term of this Agreement, including any extensions hereof, shall not be disturbed as long as the Tenant is not in default hereunder. No such subordination shall be effective unless the holder of such Mortgage shall, either in the Mortgage itself or in a separate agreement with the Tenant and its subtenants, agree that in the event of a foreclosure or conveyance in lieu of foreclosure of the Landlord's interest in the Leased Premises, such holder shall recognize and confirm the validity and existence of this Lease and the related rights of the Tenant and its subtenants hereunder, and this Agreement shall continue in full force and effect and the Tenant shall have the right to continue its use and occupancy of the Leased Premises in accordance with the provisions of this Agreement as long as the Tenant is not in default of this Agreement beyond applicable notice and cure periods. The Landlord shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph and shall use its best efforts to cause the holder of any Mortgage to do the same.

13.3 Landlord's Assistance with Various Applications and Permits. Landlord shall join in and consent to any applications or petitions filed by Tenant with any governmental, public, or judicial agency in connection with the use, development, or occupancy of the Leased Premises and which may require the joinder and consent of Landlord, including, but not limited to, building permits, applications for reclassifications, special exceptions and variances under the zoning laws, demolition of improvements, construction or alteration of improvements, erection and maintenance of signs, connections to utility facilities, public works agreements, subdivision applications, and licenses or minor privileges; but

Tenant shall bear all costs and fees with respect to such applications. All costs associated with the above instruments are the sole responsibility of the Tenant.

13.4 Recordation and Memorandum of Agreement. Simultaneously with the execution of this Agreement, Landlord shall execute a Memorandum of Option, a form of which is attached and incorporated herein as ***Exhibit C***, and a Memorandum of Lease, a form of which is attached and incorporated herein as ***Exhibit D***, both in recordable form for recording among the appropriate Office of Land Records. Such memoranda shall contain a description of the Leased Premises and its associated access, utility, and guy anchor easements and set forth the term of this Agreement and any other provisions hereof as may be necessary or desirable. Tenant shall pay for all document recording fees.

13.5 First Right of Refusal. For purposes of this paragraph, **"Qualified Purchaser"** means any person or entity that is in the business of owning, managing, or operating communications facilities, or in the business of acquiring landlord interests in agreements relating to communications facilities. In the event Landlord receives an offer or letter of intent from a Qualified Purchaser to purchase fee title, an easement, a lease, a license, or any other interest in the Leased Premises or any portion thereof, or to acquire any interest in this Agreement, an option for any of the foregoing, or any rights hereunder (in each case, the **"Sale Assets"**), Landlord shall first communicate the terms of such offer to Tenant by written notice in accordance with Article XII and provide Tenant with a copy of the bona fide offer in its entirety, together with all supporting documentation provided by the third-party offeror, and shall offer to sell the Sale Assets to Tenant upon the same terms and conditions, including any financing terms. Tenant shall have thirty (30) days from receipt of such written notice from Landlord to accept such offer in writing. If Tenant accepts Landlord's offer within such thirty (30)-day period, Landlord shall be bound to sell the Sale Assets to Tenant, and Tenant shall be bound to purchase the Sale Assets from Landlord in accordance with the bona fide offer. If Tenant purchases the Sale Assets pursuant to this paragraph, any easements granted from Landlord to Tenant for the benefit of the Leased Premises shall become permanent easements without further consideration. If Tenant fails to exercise such right of first refusal within the stated time, Landlord may sell the Sale Assets subject to any and all terms and conditions of this Lease only to the Qualified Purchaser identified in Landlord's notice and only on terms no more favorable to such purchaser in any material respect than those offered to Tenant; provided, however, that if the terms of sale change in any material respect, if the identity of the purchaser changes, or if Landlord has not sold or transferred title to such property within one hundred eighty (180) days after the date of Landlord's written notice to Tenant, then any such sale or transfer shall again be subject to Tenant's right of first refusal. Tenant's right of first refusal shall continue in effect as to any subsequent proposed sale by the then-current Landlord or by any transferee, regardless of the number or frequency of such proposed transfers, in each case to a Qualified Purchaser. Notwithstanding anything to the contrary contained herein, Tenant's right of first refusal shall not apply to any sale or transfer of the Leased Premises, in whole or in part, to any individual or entity that is a descendant of Landlord, a descendant's spouse, or a trust created by such individuals; provided that any such transferee takes title expressly subject to this Lease and all of Tenant's rights hereunder, and provided further that any subsequent sale or transfer by such transferee shall remain subject to this paragraph. Landlord may sell the remaining Property to any individual, entity, or trust; provided, however, that if Landlord proposes to sell, transfer, or convey any portion of the real property of which the Leased Premises forms a part (other than the Leased Premises itself), Landlord shall provide Tenant with not less than thirty (30) days' prior written notice of such proposed transfer. Any such sale or transfer must be made expressly subject to this Lease and shall not diminish, impair, relocate, or otherwise adversely affect Tenant's access, utilities, easement rights, or operations at the Leased Premises. If the proposed transfer would materially impact Tenant's access, utilities, or the operation or maintenance of Tenant's communications facilities, Landlord shall first offer such portion of the Property to Tenant on the same material terms and conditions as the bona fide offer received by Landlord. Any sale or transfer made without compliance with this paragraph shall be null and void as against Tenant.

13.6 Non-Competition. During the Term and for the two (2) year period commencing on the effective date of termination of this Lease, Landlord will not (i) enter into a lease with a Competitor of Tenant of property owned or controlled by Landlord within a two (2) mile radius of the Leased Premises, for the purpose of constructing and operating a communications facility; or (ii) sell to a Competitor of Tenant or to any third-party property owned or controlled by Landlord within a two (2) mile radius of the Leased Premises for the purpose of constructing and operating a communications facility. For purposes of this Lease, the term "**Competitor**" means any person or entity engaged in the

business of (i) building wireless communication facilities for the purpose of broadcasting and/or receiving wireless transmissions licensed by the Federal Communications Commission of the United States (the "**FCC**"), or (ii) subletting wireless communication facilities to any third-party for the purpose of broadcasting/receiving wireless transmissions licensed by the FCC. The parties agree that the terms of this Agreement, generally, and in particular this Article XIII, Section 13.6, are reasonable and should be valid and enforceable in order to protect the legitimate business interest of Tenant. Landlord acknowledges and agrees that any violation of Article XIII, Section 13.6 hereof would cause Tenant irreparable damage and that Tenant's remedy at law for any breach of Landlord's obligations under this Agreement would be inadequate. Landlord specifically agrees that if it violates or threatens to violate such restrictions, Tenant shall be entitled to injunctive relief against Landlord, without the necessity of proof of actual damage or the posting of a bond, in addition to any other remedies available under this Agreement at law or in equity.

13.7 Invalidity of Certain Provisions. In the event that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected, and a suitable and equitable provision shall be substituted for the invalid or unenforceable provision in order to carry out, as far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.

13.8 No Partnership. Notwithstanding any obligation from one party to the other herein, the parties hereto state that they have not created and do not intend to create by this Agreement a Joint Venture or Partnership relation between them.

13.9 Entire Understanding. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all other oral or written agreements or understandings between, the parties. Neither party has made nor relied on any promise, understanding, warranty, or representation other than as specifically set forth herein. This Agreement may not be changed, modified, or amended except by a written instrument signed by both parties hereto. Both parties have had the opportunity to review this Agreement prior to execution, and in its final form, the Agreement reflects the understanding of both parties and shall not be construed against any one party.

13.10 Condemnation. If a condemning authority takes all of the Property, or a portion sufficient in Tenant's determination, to render the Property unsuitable for the use which Tenant was then making of the Property, this Lease shall terminate as of the date the title vests in the condemning authority. Landlord and Tenant shall share in the condemnation proceeds in proportion to the values of their respective interests in the Property which for Tenant shall include, where applicable, prepaid Rent. A sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph.

13.11 Choice of Law. The validity of this Agreement, the terms of this Agreement, and all duties, obligations, and rights arising from this Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana.

13.12 Jurisdiction. The parties agree to be subject to personal jurisdiction in Indiana with respect to any legal action concerning the validity or enforcement of this Agreement and further agree that such legal action may be brought only in the United States District Court for the Northern District of Indiana, South Bend Division, or in a state court in St. Joseph County, Indiana. If such legal action is initiated in any other court, then Tenant and Landlord will voluntarily agree to have such action transferred to or re-filed in the United States District Court for the Northern District of Indiana, South Bend Division, or in a state court in St. Joseph County, Indiana.

13.13 Enforcement. If either party finds it necessary or appropriate to initiate legal proceedings to enforce its rights under this Agreement, each party shall bear its own costs, including court costs, reasonable attorney and expert witness fees, and other litigation expenses, unless otherwise ordered by a court of competent jurisdiction.

13.14 Confidentiality. Notwithstanding anything to the contrary contained in this Lease, Landlord agrees and acknowledges that all of the terms of this Lease and any information furnished to Landlord by Tenant in connection therewith are confidential. Landlord shall not disclose any such terms or information without Tenant's prior written consent, except (i) to Landlord's attorney, accountant, lender and/or a prospective fee simple purchaser of Landlord's Property, provided that such party agrees to adhere to the terms and provisions of this section, or (ii) as otherwise required by law. The terms and provisions of this section shall survive the execution and delivery of this Lease.

**[SIGNATURES ON FOLLOWING PAGE]**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, this Agreement is hereby executed as of the first date written above.

**LANDLORD:**

**BRYAN L. and TAMMY S. GEURINK,**
**husband and wife**

Signature: Bryan L. Geurink

Print Name: Bryan L. Geurink

Title: Property owner

Date: 4/23/26

Signature: Tammy S Geurink

Print Name: Tammy S. Geurink

Title: Property owner

Date: 4/23/2026

**TENANT:**

**HORVATH TOWERS VI, LLC,**
**a Delaware limited liability company**

Signature:

Print Name: Erin Moskwinski

Title: President & CEO

Date: 4.28.2026

Site Name: HV1768 | Lincoln Street
Site Address: +/- 13113 24th Avenue, Marne, Michigan 49435 (Ottawa County)

## LANDLORD ACKNOWLEDGMENT

STATE OF MI )
) SS:
COUNTY OF Kent )

On the 23rd day of April, 2026, before me personally appeared BRYAN L. GEURINK, who being duly sworn upon his/her oath, deposed and made proof to my satisfaction and acknowledged that he/she signed and delivered the same as his/her voluntary act and deed.

[Insert Seal]

NOTARY PUBLIC

*Signature*

Printed Name: Annemarie Lebioda

Acting in the County of: Kent

My Commission Expires: 09-13-2027

ANNEMARIE LEBIODA
NOTARY PUBLIC STATE OF MICHIGAN
COUNTY OF KENT
My Commission Expires Sept. 13, 2027
Acting in the County of Kent

STATE OF MI )
) SS:
COUNTY OF Kent )

On the 23rd day of April, 2026, before me personally appeared TAMMY S. GEURINK, who being duly sworn upon his/her oath, deposed and made proof to my satisfaction and acknowledged that he/she signed and delivered the same as his/her voluntary act and deed.

[Insert Seal]

NOTARY PUBLIC

*Signature*

Printed Name: Annemarie Lebioda

Acting in the County of: Kent

My Commission Expires: 09-13-2027

ANNEMARIE LEBIODA
NOTARY PUBLIC STATE OF MICHIGAN
COUNTY OF KENT
My Commission Expires Sept. 13, 2027
Acting in the County of Kent

Site Name: HV1768 | Lincoln Street
Site Address: +/- 13113 24th Avenue, Marne, Michigan 49435 (Ottawa County)

**TENANT ACKNOWLEDGMENT**

STATE OF INDIANA )
) SS:
COUNTY OF ST. JOSEPH )

I CERTIFY that on 28 day of April, 2026, ERIN MOSKWINSKI personally came before me and acknowledged under oath that she:

(a) is the President & CEO of HORVATH TOWERS VI, LLC, the Delaware limited liability company named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the company, and

(c) executed the instrument as the act of the company.



*[Insert Seal]*

NOTARY PUBLIC
Heather K. Morley
*Signature*
Printed Name: HEATHER K. MORLEY
Acting in the County of: ST. JOSEPH
My Commission Expires: 06/22/2028

Site Name: HV1768 | Lincoln Street
Site Address: +/- 13113 24th Avenue, Marne, Michigan 49435 (Ottawa County)

# *Exhibit A*

## TO OPTION AND LAND LEASE AGREEMENT
**Description of Property**

PARCEL NO.: 70-10-09-400-032

PROPERTY ADDRESS: +/- 13113 24th Avenue, Marne, Michigan 49435 (Ottawa County)

**LEGAL DESCRIPTION – PROPERTY**

The following described premises situated in the Township of Tallmadge, County of Ottawa and State of Michigan, to-wit:

Part of the Northeast ¼ of the Southeast ¼ of Section 9, Town 7 North, Range 13 West, described as: Commencing at a point 605 feet North along the East line of said Section from the Southeast corner of the Northeast ¼ of the Southeast ¼; thence North 200 feet; thence West 292 feet; thence South 200 feet; thence East 292 to the place of beginning, except the East 50 feet thereof.

That part of the SE ¼ of Section 9, T7N, R13W, Tallmadge Township, Ottawa County, Michigan, described as: Commencing at the Southeast corner of said Section; thence N1°28'44"W 2162.46 feet along the East line of the SE ¼ of said Section to a point 835.0 feet North from the Southeast corner of the NE ¼, SE ¼ of said Section; thence N89°58'41"W 50.02 feet to the West right of way line of 24th Avenue and the place of beginning of this description thence S1°28'44"E 30.00 feet along said right of way line; thence N89°58'41"W 241.98 feet; thence S1°28'44"E 200.00 feet; thence N89°58'41"W 347.28 feet; thence N1°28'44"W 230.00 feet; thence S89°58'41"E 589.25 feet to the place of beginning.

That part of the SE 1/4 of Sections , T7n, R13w, Tallmadge Township, Ottawa County, Michigan, described as: commencing at the Southeast corner of said section; thence N1 degrees 28 minutes 44 seconds W 2162.46 feet along the east line of the SE 1/4 of said section to a point 835.00 feet north from the southeast corner of the Ne 1/4, SE 1/4 of said section; thence N89 degrees 58 minutes 41 seconds W 50.02 feet to the west right of way line of 24th avenue and the place of beginning of this description thence S1 degrees 28 minutes 44 seconds E 30.00 feet along said right of way line; thence N89 degrees 58 minutes 41 seconds W 241.98 feet; thence S s1 degrees 28 minutes 44 seconds E 200.00 feet; thence N89 degrees 58 minutes 41 seconds W 347.28 feet thence N1 degrees 28 minutes 44 seconds W 230.00 feet; thence S89 degrees 58 minutes 41 seconds E 589.25 feet to the place of beginning.

Parcel ID: 70-10-09-400-032

This being the same property conveyed to Bryan L. Geurink and Tammy S Geurink, husband and wife from Bryan L. Geurink and Tammy S. Geurink, husband and wife FKA Tammy S Frye in Quitclaim Deed dated November 13, 1998 and recorded November 20, 1988 in Book 2524 Page 718, in Ottawa County, Michigan.

Also being the same property conveyed to Bryan L. and Tammy S. Geurink, husband and wife from Joanne R. Heath, single woman in Quitclaim Deed dated January 4, 1999 and recorded January 4, 1999 in Book 2552 Page 694, in Ottawa County, Michigan.

Site Name: HV1768 | Lincoln Street
Site Address: +/- 13113 24th Avenue, Marne, Michigan 49435 (Ottawa County)

## LEGAL DESCRIPTION – LEASED PREMISES

Pending Survey

## LEGAL DESCRIPTION – UTILITY EASEMENT

Pending Survey

## LEGAL DESCRIPTION – ACCESS AND UTILITY EASEMENT

Pending Survey

Site Name: HV1768 | Lincoln Street
Site Address: +/- 13113 24th Avenue, Marne, Michigan 49435 (Ottawa County)

# *Exhibit B*

## TO OPTION AND LAND LEASE AGREEMENT
## Survey of Leased Premises

### SITE SKETCH

This exhibit is only a drawing representing *approximately* where the Leased Premises will be placed on the Property. Professional drawings showing the site, tower location, easements, and rights of way will replace this exhibit when completed.

*<SITE SKETCH TO BE REPLACED WITH PROFESSIONAL DRAWINGS WHEN COMPLETED>*



Site Name: HV1768 | Lincoln Street
Site Address: +/- 13113 24th Avenue, Marne, Michigan 49435 (Ottawa County)

# *Exhibit C*

**TO OPTION AND LAND LEASE AGREEMENT**
**Form of Memorandum of Option**

*<SEE ATTACHED>*

Site Name: HV1768 | Lincoln Street
Site Address: +/- 13113 24th Avenue, Marne, Michigan 49435 (Ottawa County)

## MEMORANDUM OF OPTION

This Memorandum of Option is entered into on this ____ day of _____, 20___, by and between _____, having a mailing address of _____ ("Landlord"), and HORVATH TOWERS VI, LLC, a Delaware limited liability company, having an address of 2307 Edison Road, Suite 2, South Bend, Indiana 46615 ("Tenant").

1. Landlord and Tenant entered into a certain Option and Land Lease Agreement ("Agreement") dated _____, 20___, regarding certain real property of Landlord described on EXHIBIT A attached hereto and made a part hereof (the "Property").

2. The Agreement grants to Tenant for a period of thirty-six (36) months commencing on _____, 20___ an option (the "Option") to lease a portion of the Property measuring approximately 100' x 100' (10,000 square feet) and located at +/- _____ (___° ___' ___" /___° ___' ___") for the purpose of constructing and operating a communications facility together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Leased Premises.

3. During the term of the Option, Landlord will not lease or transfer any interest in the Property, within a two (2) mile radius, to any other party for the purpose of constructing and operating a communications facility, without the prior written consent of Tenant.

4. During the term of the Option, Tenant shall have the right to enter upon the Property to inspect, examine, conduct soil, drainage testing, material sampling, and other geological or engineering tests or studies of the Property, to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Leased Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the, initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's permitted use, all at Tenant's expense.

5. Tenant shall have the sole right in its discretion to exercise the Option, whereupon the Option shall become a Lease, and Tenant shall record a Memorandum of Lease.

6. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

Exhibit Only - Do Not Execute

7. This Memorandum of Option is prepared for the purpose of recordation and does not modify the provisions of the Agreement. The Agreement is incorporated herein by reference. If there are any conflicts between the Agreement and this Memorandum of Option, the provisions of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option as of the day and year first above written.

Exhibit Only
Do Not Execute

LANDLORD:

[INSERT LANDLORD NAME]

Signature: _____

Print Name: _____

Title: _____

Date: _____

TENANT:

HORVATH TOWERS VI, LLC,
a Delaware limited liability company

Signature: _____

Print Name: Erin Moskwinski

Title: President & CEO

Date: _____

Site Name: HV1768 | Lincoln Street
Site Address: +/- 13113 24th Avenue, Marne, Michigan 49435 (Ottawa County)

LANDLORD ACKNOWLEDGMENT

STATE OF _____ )
) SS:
COUNTY OF _____ )

On the ____ day of _____, 20____, before me personally appeared _____, who being duly sworn upon his/her oath, deposed and made proof to my satisfaction and acknowledged that he/she signed and delivered the same as his/her voluntary act and deed.

_____
Notary Public

My Commission Expires: _____

Exhibit Only - Do Not Execute

TENANT ACKNOWLEDGMENT

STATE OF INDIANA )
) SS:
COUNTY OF ST. JOSEPH )

I CERTIFY that on ____ day of _____, 20____, ERIN MOSKWINSKI personally came before me and acknowledged under oath that she:

(a) is the President & CEO of HORVATH TOWERS VI, LLC, the Delaware limited liability company named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the company, and

(c) executed the instrument as the act of the company.

_____
Notary Public

My Commission Expires: _____

This Instrument Was Prepared By :

Heather K. Morley
HORVATH TOWERS VI, LLC
2307 Edison Road, Suite 2
South Bend, IN 46615
(574) 237-0464

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document unless required by law.

*-Heather K. Morley*

When Recorded, Return to:

HORVATH TOWERS VI, LLC
ATTN: Leasing Manager
2307 Edison Road, Suite 2
South Bend, IN 46615
(574) 237-0464

Site Name: HV1768 | Lincoln Street
Site Address: +/- 13113 24th Avenue, Marne, Michigan 49435 (Ottawa County)

EXHIBIT A
TO MEMORANDUM OF OPTION
Description of Property

The Property are legally described as follows:

Exhibit Only - Do Not Execute

Site Name: HV1768 | Lincoln Street
Site Address: +/- 13113 24th Avenue, Marne, Michigan 49435 (Ottawa County)

# *Exhibit D*

**TO OPTION AND LAND LEASE AGREEMENT**
**Form of Memorandum of Lease**

*<SEE ATTACHED>*

Site Name: HV1768 | Lincoln Street
Site Address: +/- 13113 24th Avenue, Marne, Michigan 49435 (Ottawa County)

**MEMORANDUM OF LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 20___, by and between _____, having a mailing address of _____ ("Landlord"), and HORVATH TOWERS VI, LLC, a Delaware limited liability company, having an address of 2307 Edison Road, Suite 2, South Bend, Indiana 46615 ("Tenant").

Exhibit Only - Do Not Execute

1. Landlord and Tenant entered into a certain Option and Land Lease Agreement ("Agreement") dated _____, 20___, for the purpose of installing, operating, and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The term of the Agreement is for ninety-nine (99) years commencing on _____, 20___ ("Commencement Date").

3. The portions of the land being leased to Tenant and subject to easements in favor of Tenant (the "Leased Premises") are described in EXHIBIT A annexed hereto.

4. During the term, Landlord will not lease or transfer any interest in the Property, within a two (2) mile radius, to any other party for the purpose of constructing and operating a communications facility, without the prior written consent of Tenant.

5. During the Term of the Agreement, Tenant shall have the continuing first right to purchase (a) all or any portion of the Leased Premises, (b) any adjoining or adjacent property subject to an easement hereunder, or (c) the Agreement or any rights thereunder in accordance with and subject to the provisions and conditions of the Agreement.

6. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

7. This Memorandum of Lease is prepared for the purpose of recordation and does not modify the provisions of the Agreement. The Agreement is incorporated herein by reference. If there are any conflicts between the Agreement and this Memorandum of Lease, the provisions of the Agreement shall prevail.

[END OF MEMORANDUM OF LEASE]

[SIGNATURES AND ACKNOWLEDGEMENTS FOLLOW]

Site Name: HV1768 | Lincoln Street
Site Address: +/- 13113 24th Avenue, Marne, Michigan 49435 (Ottawa County)

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

[INSERT LANDLORD ENTITY]

Exhibit Only - Do Not Execute

Signature: _____

Print Name: _____

Title: _____

Date: _____

TENANT:

HORVATH TOWERS VI, LLC,
a Delaware limited liability company

Signature: _____

Print Name: Erin Moskwinski

Title: President & CEO

Date: _____

Site Name: HV1768 | Lincoln Street
Site Address: +/- 13113 24th Avenue, Marne, Michigan 49435 (Ottawa County)

LANDLORD ACKNOWLEDGMENT

STATE OF _____ )
) SS:
COUNTY OF _____ )

On the ____ day of _____, 20____, before me personally appeared _____, who being duly sworn upon his/her oath, deposed and made proof to my satisfaction and acknowledged that he/she signed and delivered the same as his/her voluntary act and deed.

_____
Notary Public

My Commission Expires: _____

Exhibit Only - Do Not Execute

TENANT ACKNOWLEDGMENT

STATE OF INDIANA )
) SS:
COUNTY OF ST. JOSEPH )

I CERTIFY that on ____ day of _____, 20____, ERIN MOSKWINSKI personally came before me and acknowledged under oath that she:

(a) is the President & CEO of HORVATH TOWERS VI, LLC, the Delaware limited liability company named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the company, and

(c) executed the instrument as the act of the company.

_____
Notary Public

My Commission Expires: _____

This Instrument Was Prepared By :

Heather K. Morley
HORVATH TOWERS VI, LLC
2307 Edison Road, Suite 2
South Bend, IN 46615
(574) 237-0464

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document unless required by law.

*-Heather K. Morley*

When Recorded, Return to:

HORVATH TOWERS VI, LLC
ATTN: Leasing Manager
2307 Edison Road, Suite 2
South Bend, IN 46615
(574) 237-0464

Site Name: HV1768 | Lincoln Street
Site Address: +/- 13113 24th Avenue, Marne, Michigan 49435 (Ottawa County)

EXHIBIT A
TO MEMORANDUM OF LEASE
Description of Leased Premises

The Leased Premises are legally described as follows:

Exhibit Only - Do Not Execute