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4/1/25

### FIRST AMENDMENT TO SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO SITE LEASE AGREEMENT (“**First Amendment**”) dated as of the later date below (the “**Effective Date**”) is by and between Woodbury County Board of Supervisors, c/o Starcomm Public Safety Board and the City of Sioux City, Iowa, having a mailing address at 620 Douglas Street, Suite 104, Sioux City, IA 51101 (collectively, “**Lessors**”) and ImOn Communications f/k/a SiouxLAN Communications, having a mailing address at 1605 9<sup>th</sup> Street, Sioux City, Iowa 51101 (“**Lessee**”).

WHEREAS, Lessors and Lessee (or its affiliate or predecessor-in-interest) entered into a Site Lease Agreement dated September 8, 2008, whereby Lessors leased to Lessee certain Leased Premises, therein described, that are a portion of the property (“**Property**”) located in the vicinity of 4647 Stone Avenue, Sioux City, IA 51106 (collectively, the “**Lease**”); and

WHEREAS, Lessee (or its affiliate or predecessor-in-interest) acknowledge that requested renewal extensions were not attained for the desired renewal terms of October 9, 2018 and October 9, 2023 pursuant to Section 4 of the Site Lease Agreement and the Parties agree the one hundred eighty (180) days’ written notice provision for both renewal terms should be waived; and

WHEREAS, the current renewal term of the Lease will expire on October 8, 2028, and the parties mutually desire to amend the Lease to decrease the monthly payment amount, all on the terms and conditions contained herein; and

WHEREAS, Lessors and Lessee desire to adjust the Rent in conjunction with the modifications to the Lease contained herein; and

WHEREAS, Lessors and Lessee, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessors and Lessee agree as follows:

1. **Modification of Rent.** Commencing on APR 21 2025 the current Rent payable under the Lease shall be One Hundred Dollars (\$100.00) per month and shall continue during the Term. In the event of any overpayment of Rent prior to or after the Effective Date, Lessee shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

2. **Acknowledgement.** Lessors acknowledges that: 1) this First Amendment is entered into of the Lessors’ free will and volition; 2) Lessors have read and understand this First Amendment and the underlying Lease and, prior to execution of this First Amendment, were free to consult with counsel of their choosing regarding Lessors’ decision to enter into this First Amendment and to have counsel review the terms and conditions of this First Amendment; 3) Lessors have been advised and are informed that should Lessors not enter into this First Amendment, the underlying

Lease between Lessors and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.


4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be effective as of the last date written below.

**LESSORS:**


Woodbury County Board of Supervisors,  
c/o Starcomm Public Safety Board

By:   
Print Name: Daniel A. Bittner  
Its: \_\_\_\_\_  
Date: 4/1/2025

**LESSEE:**

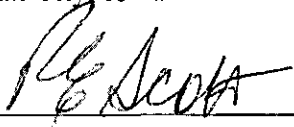
ImOn Communications

By: Beau Streck  
Its: Director of Business Development

By:   
Print Name: Beau Streck  
Its: Director of Business Development  
Date: 03/11/2025

**LESSORS:**

City of Sioux City, Iowa

By:   
Print Name: Robert E. Scott  
Its: Mayor  
Date: APR 21 2025