

LAND LEASE AGREEMENT

THIS AGREEMENT, made as of the _____ day of _____, 2023, by and between the City of North Royalton, Ohio, a municipal corporation organized under the Laws and Constitution of the State of Ohio, ("Lessor"), and Cogeco US (OH), LLC d/b/a Breezeline, a Delaware limited liability company ("Lessee").

RECITALS

A. Lessor is the titleholder of certain property located in the City of North Royalton, County of Cuyahoga, State of Ohio, described on Exhibit "A" attached hereto and referred to herein as the "Leased Premises".

B. Lessee is engaged in the cable and broadband communications industry, and desires to lease the Leased Premises for the purpose of maintaining and utilizing certain improvements and equipment thereon.

C. Lessor has agreed to lease the Leased Premises to Lessee, and Lessee has agreed to lease the Leased Premises from Lessor, pursuant to the terms and conditions set forth hereafter.

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

1. Lease. Lessor leases to Lessee and Lessee rents from Lessor the Leased Premises. Lessor covenants with Lessee that the Lessor is vested with fee simple title to the Leased Premises and has full right and lawful authority to lease the Leased Premises to Lessee.

2. Term. Subject to the provisions of paragraph 1 above, the initial term of this Lease shall commence on June 7 2023 ("Commencement Date"). The term of this Lease shall be for ten (10) years from the Commencement Date.

3. Rent and Services.

a. Base Rent. Lessee shall pay to Lessor rent for the entire initial term of this Lease in the amount of Fifty Thousand Dollars (\$50,000), which shall be payable at or before the commencement date. Lessee shall pay such additional sums to Lessor or others as are set forth elsewhere in this Lease. Lessee further agrees and acknowledges that if the lease terminates due to Lessee default, Lessor is entitled to retain without setoff the base amount paid. The parties further agree to review the base rent in year eight (8) of the lease and increase the rental for remainder of the term based upon CPI for the preceding 12-month period.

In addition to the amount specified in the above paragraph, Lessee agrees to provide during the Term Business Services High Speed Internet Service with 300/40 Mpbs internet speed (the

“Service”) to the following ten (10) City owned facilities in the City of North Royalton- which addresses may vary or change upon notice to Lessee:

- 1. North Royalton Fire Department Station 2 10100 York Rd.
2. City of North Royalton 14600 State Rd.
3. North Royalton Fire Department 7000 Royalton Rd.
4. North Royalton Service Center 11545 Royalton Rd.
5. North Royalton Office on Aging 13220 Ridge Rd.
6. Wastewater Facility 11675 Royalton Rd.
7. Wastewater Facility C 11675 Royalton Rd., Ste. 3
8. Wastewater Facility B 11355 W. Sprague Rd.
9. Parks & Rec. Ball Fields 14631 York Rd.
10. North Royalton Police Department 14000 Bennett Rd.

In the event Lessee changes its commercially offered internet services and speeds, Lessee shall provide the internet service and speeds that most closely correspond to the Service described in this Section 3. If Lessee no longer offers the Service described in this Section 3, the parties agree to negotiate alternative services or a reasonable value for rent or the lease will terminate at Lessor’s sole option.

b. Additional Services. The following additional provisions will apply with respect to the Service:

- i. Lessee will provide one (1) standard coaxial cable drop and one (1) Business Services cable modem to each of the facilities listed above for the purpose of delivering the Service.
ii. Lessee will provide the City of North Royalton the Service at each location identified above.
iii. Lessee will provide up to 60 email addresses for the above stated facilities. The email addresses will utilize the "<name>@breezeline.com" format.
iv. Breezeline Internet is provided for the sole purpose of accessing to the World Wide Web and email. Web hosting is not provided.
v. Breezeline agrees to respond to all RF outages on the Breezeline side of the Internet delivery system within 4 hours of notification.

- vi. The City of North Royalton is responsible for all internal Ethernet wiring and LAN equipment after the Ethernet output of the Breezeline cable modem.
vii. The City of North Royalton is responsible for all software, hardware and system maintenance related to the internal LAN network located in each of the facilities identified above.
viii. Breezeline will provide a single static IP address per cable modem; the City is responsible for providing NAT (network address translation) equipment at each of the facilities.
ix. Breezeline utilizes preventative system maintenance windows during which data services may be interrupted.

4. Use of Leased Premises. Lessee may use the Leased Premises for such purposes as are allowed by applicable local zoning regulations. Lessee represents that the Leased Premises will be used for maintenance of a building and related improvements that will be utilized for the operation of equipment for transmitting and receiving telecommunication signals, which equipment includes, but is not limited to, wires, transmitters, receivers, appliances, machinery and related equipment. Lessee shall not use the Leased Premises in any manner which is in violation of any present or future governmental laws or regulations.

5. Access; Interference.

a. Lessee shall be entitled to access to the Leased Premises, across adjoining property owned by Lessor, if necessary, on a 24-hours a day, seven (7) days per week basis, for individuals, vehicles, and construction materials and equipment, as may be reasonably required by Lessee for the purpose of repairing, maintaining, and operating the improvements and equipment installed by Lessee on the Leased Premises. Lessor shall be under no obligation provide any plowing services. Lessee shall also be entitled to, and is authorized by Lessor to the extent of Lessor's authority, reasonable access to electrical and both below and above ground, serving or able to serve the Leased Premises, including, but not limited to, existing or future license or easements across adjoining property owned by Lessor, for the purpose of removing, maintaining, repairing and operating electrical and telecommunications equipment as may be reasonably required by Lessee in connection with the operation of its facilities on the Leased Premises. The form of License is shown in Exhibit "C" attached hereto. Lessee shall be responsible, at its sole cost, for repairing and/or restoring any damages or injuries to the property or any equipment of Lessor. Any such rights, licenses and easements, including the locations thereof, shall be subject to Lessor's prior written approval, and such rights, licenses and easements shall, at Lessee's request, be memorialized in a written, recordable document executed by Lessor.

b. Lessor shall not use or permit the use of any of its adjoining property in a manner which physically, mechanically or electronically interferes with or diminishes in any way Lessee's use of the Leased Premises for the purposes set forth herein. If Lessor uses or permits the use of its adjoining property in such manner, Lessor and Lessee shall cooperate and take immediate steps, after written notice by Lessee, to correct the interference. Lessee acknowledges and represents that it has inspected the Leased Premises and that as of the date of this Lease, uses on adjoining property

do not interfere with Lessee's intended use of the Leased Premises.

6. Utilities. Lessee shall pay for all electricity, telephone service, water, sewer, refuse removal and all other such utilities or services used or consumed by Lessee, its customers, invitees or employees on or in the Leased Premises.

7. Taxes. Lessee shall pay, when due, all real and personal property taxes assessed, levied or to become a lien on the Leased Premises or any improvements thereon, subject to proration at the commencement and expiration of the term of this Lease in accordance with the custom and practice followed in the area of the Leased Premises. If the Leased Premises are assessed and taxed as part of a larger parcel, the parties shall reasonably apportion such assessment and taxes between the Leased Premises and the remainder of the overall parcel. Special assessments becoming a lien on the Leased Premises during the term hereof shall be the responsibility of Lessor. Lessee, at its cost, shall have the right, at any time, to seek a reduction in the taxable valuation of the Leased Premises, or to contest any such valuation. Lessor shall not be required to join in any proceeding or contest brought by Lessee, unless the provisions of any law require that the proceeding or contest be brought by or in the name of Lessor. In that event, Lessor shall join in a proceeding or contest, or permit it to be brought in Lessor's name, so long as Lessor is not required to bear any expense related thereto.

8. Maintenance and Repair. Lessee shall be responsible for all repairs and maintenance required to be made to the Leased Premises and any structures and other improvements thereon, except for any repairs occasioned by the acts or negligence of Lessor, which shall be paid for by Lessor. Lessee shall maintain the Leased Premises in good repair and condition throughout the term of this Lease and any extensions. Lessee shall use reasonable care and diligence to keep and maintain the Leased Premises free from waste and shall deliver the same to Lessor in substantially the condition that existed on the Commencement Date, reasonable wear and tear and damage by the elements excepted.

9. Alterations and Improvements. Lessee shall be entitled to undertake alterations, additions and improvements to structures and equipment located on the Leased Premises during the term of this Lease, subject to applicable terms and provisions contained in this Lease, and specifically approved by Lessor. Except as may otherwise be provided for herein, all structures or improvements of any kind constructed or placed by Lessee on the Leased Premises, and all alterations, improvements, changes or additions made thereto, shall be the property of Lessee, and shall be removed by Lessee on the expiration of the term, or early termination of this Lease, at Lessee's sole expense. The building structure shall remain on the property at the end of the lease, at Lessor's sole discretion.

Lessee shall keep the Leased Premises and all buildings and improvements located thereon free and clear of any and all construction, mechanics', materialmen's and other liens for or arising out of or in connection with work or labor done, services performed or materials used or furnished for or in connection with any work or construction by, for, or permitted by Lessee on the Leased Premises. Lessee shall at all times promptly and fully pay or discharge any and all such claims on which any such liens may be based, and Lessee shall also indemnify Lessor and the Leased Premises against all such liens and suits or other proceedings relating thereto. Lessee shall have the right to contest in good faith the correctness or validity of any of the aforementioned liens, so long as Lessor's interest in the Leased Premises and this Lease is not jeopardized. Lessor may require Lessee to furnish a surety bond by a corporation authorized to issue such bonds in the state in which the Leased Premises are located, in an amount equal to one and one-half (1 1/2) times the amount of the claim or lien, which bond shall provide for the payment of any sum or sums that the claimant or claimants may recover on the claim (together with costs of suit, if it recovers in the action).

10. Insurance and Indemnity.

a. Covenants to Hold Harmless. Lessee shall indemnify and hold Lessor harmless from any liability or damages to any person or any property in the Leased Premises or adjacent property, on account of any intentional or negligent acts of Lessee or its employees, agents or invitees or as a result of its equipment or facility. All property kept, stored or maintained in or on the Leased Premises by Lessee shall be so kept, stored or maintained at the risk of the Lessee only.

b. Lessee's Insurance. Lessee shall be responsible, in Lessee's discretion, for obtaining, at Lessee's sole expense, insurance for fire and extended coverage hazards for any improvements or structures constructed or installed by Lessee on the Leased Premises.

c. Lessee's Obligation to Carry Public Liability Insurance. Lessee shall, during the entire term hereof, keep in full force and effect a policy of public liability insurance with respect to the Leased Premises and the business operated by Lessee in the Leased Premises and naming Lessor as an additional named insured, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), single limit coverage. Lessee shall furnish Lessor with a certificate or certificates of insurance or other acceptable evidence that such insurance is in force at all times during the tenancy of this Lease.

11. Eminent Domain

a. Total Condemnation. If the whole of the Leased Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken by such public authority, with a proportionate refund by Lessor up to that day of such rent as may have been paid in advance.

b. Partial Condemnation. In the event a portion of the Leased Premises is taken under the power of eminent domain and the remainder of the Leased Premises shall not be suitable for the use then being made of the property by Lessee, or if the remainder of the property is not one undivided parcel, Lessee shall have the right to terminate this Lease as of the date of such taking by giving to Lessor written notice of such termination within one hundred twenty (120) days after Lessee has been notified that the property has been so taken. In the event of such partial taking and Lessee does not so terminate this Lease, then the Lease shall continue in full force and effect as to the part not taken, and the rental amounts due hereunder shall not be affected.

c. Lessor's and Lessee's Damages. Notwithstanding anything hereinbefore contained to the contrary, if Lessee shall have commenced or completed the construction of new buildings and improvements, and such condemnation takes place after the commencement or completion of such improvements, then Lessor agrees to pay Lessee out of the condemnation award or payment when paid, a sum equal to the amount awarded or paid in condemnation as the value of such buildings and improvements. If in the condemnation proceedings the values of the land and of the buildings and improvements are not separately determined, then the value of the buildings and improvements shall be determined by appraisal, or as agreed upon by the parties.

12. Bankruptcy. Neither this Lease nor any interest herein, nor any estate hereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors of Lessee, or otherwise by operation of law, so as to jeopardize Lessor's interest herein or the rights of any unit owner.

13. Quiet Enjoyment. So long as Lessee keeps and performs all of the covenants and conditions contained herein, Lessee shall have quiet and undisturbed and continued possession of the Leased Premises, free and clear of any claims against Lessor and all persons claiming under, by or through Lessor.

14. Subletting and Assignment. Lessee may not assign this Lease without consent of Lessor to an entity that controls, is controlled by, or is under common control with Lessee, or to a successor in connection with a merger, consolidation or sale of the business or assets of Lessee.

15. Default of Lessee. In the event of any failure of Lessee to pay any rental amount due hereunder within thirty (30) days after written notice of non-payment of the same shall have been received by Lessee, or any failure to perform any other of the terms, conditions or covenants of this Lease for more than thirty (30) days after written notice of such default shall have been received by Lessee, or if Lessee shall abandon the Leased Premises, or suffer this Lease to be taken under any writ of execution, then Lessor shall have the immediate right to pursue all rights and remedies it may have under law. In the event of any default by the Lessee under the terms of this Lease and Lessor instituting any court proceedings with respect to such default, Lessee shall be responsible for the payment of the Lessor's reasonable attorneys' fees and court costs with respect to such court proceedings if Lessor is the prevailing party.

16. Waiver. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to or of any act of Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

17. Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given (a) when personally delivered to the party to be given such notice or other communication, (b) on the business day that such notice or other communication is sent by facsimile or similar electronic device, fully prepaid, which facsimile or similar electronic communication shall promptly be confirmed by written notice, (c) on the third business day following the date of deposit in the United States mail if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid, or (d) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the following:

If to Lessor: City of North Royalton, Ohio
14600 State Road
North Royalton, Ohio 44133

If to Lessee: Cogeco US (OH), LLC d/b/a/ Breezeline
3 Batterymarch Park, Suite 200
Quincy, Massachusetts 02169

or to such other address as the parties may designate in writing.

18. Estoppel. Each party, within ten (10) days after notice from the other party, shall execute and deliver to the other party, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the

amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

19. Construction. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that not any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

20. Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

21. Holding Over. Any holding over after the expiration of the term hereof, with or without the consent of the Lessor, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

22. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective legal representatives, successors and assigns of the parties.

23. Environmental Provisions. Lessee shall not use, store, generate or dispose of any hazardous materials on or at the Leased Premises. Hazardous materials include any materials which are regulated by federal, state or local laws which pertain to the protection of human health or the environment (collectively "Environmental Laws"). Any hazardous materials used, stored, generated or disposed of by Lessee at or on the Leased Premises shall be handled in accordance with applicable federal, state or local Environmental Laws.

Lessee shall defend, indemnify and hold harmless Lessor from and against any loss or damage resulting from any environmental condition of the Leased Premises caused solely and directly by Lessee during the term of this Lease and any extensions.

Ord. [_____]
Land Lease Agreement

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement on the day and year first above written.

Signed and Acknowledged:

LESSOR:

CITY OF NORTH ROYALTON, OHIO

By: _____

Name: Larry Antoskiewicz

Title: Mayor

Witness

Witness

LESSEE:

COGECO US (OH), LLC d/b/a/ Breezeline

By: _____

Name:

Title:

Witness

Witness