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Easement and Cabinet Space Lease cover page

Lessor

Inland Township

19668 Honor Hwy
Interlochen, MI 49643

Lessee

Cherry Capital Connection, LLC
P.O.Box 866
Elk Rapids MI. 49629

Version: 1.0

Legal description: COM SE COR SEC; TH N 01°02'37" E 2018.87 FT TO POB; TH N 87°46'08" W 1327.18 FT;
TH N 01°00'51" E 656.5 FT; TH S 87°46'08" E 1327.51 FT; TH S 01°02'37" W 656.49 FT TO POB

SEC 11 T26N R13W 20 A M/L

P.A. 2436 LAKE ANN ROAD (TEMP)

SPLIT TO 08-011-016-10, 016-20, 016-30 & 016-40 FOR 2022 LDA 03/21

[[4/93 270/135 IND PRSNL REP; 12/01 408/829-843 QC; 03/08 2008R-01439 WD; 3/21 2021R-01811 WD,
4/21 2021R-01813 WD; 2/21 2021S-00020 SRVY; 5/21 2021R-02593 WD; 5/21 2021R-02674 WD; 6/21
2021R-03327 WD; 6/21 2021R-04062 WD;

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3. **Initial Term:** The term of the lease will be for twenty (20) years starting October ____, 2023 ("Commencement Date").
4. **Renewal Terms:** The Lease shall automatically renew for successive twenty (20) year renewal terms unless One Hundred Eighty (180) days before the expiration of the Initial Term or a Renewal Term the Lessee gives the other Lessor notice of non-renewal.
5. **Consideration:** As consideration, Lessee will provide services as outlined in Exhibit C.
6. **Utilities:** Lessee will contract with an electric utility and purchase power from the electric utility. In such case, Lessee or their contractors will be responsible for trenching between the power source and the equipment cabinet or equipment shed.
7. **Taxes:** Any taxes including, but not limited to, real estate and property taxes assessed on the Property shall be paid by the Lessor except that Lessee shall pay any taxes levied on Lessee's personal property located Lessee's premises and upon any improvements to Lessee's Property by Lessee which result in additional; property tax. Lessee's Equipment shall remain Lessee's personal property even though it may be attached or affixed to the Property. If Lessor fails to pay when due any taxes affecting the Property or Easement, Lessee shall have the right but not the obligation to pay such taxes and collect the full amount of the taxes paid by Lessee on Lessor's behalf from Lessor, including by offsetting monies due Lessor from Lessee.
8. **Termination:** Upon any cancellation or termination by Lessor or Lessee, Lessee shall remove its equipment and property from the leased premises within a reasonable period, not to exceed three hundred and sixty-five days (365) days after cancellation or termination.

A. Termination for Cause:

(i) **By Lessor:** Lessor may terminate this Lease at any time upon any failure of Lessee to perform any obligation required in this Lease for a period that exceeds ninety (90) days. If Lessee becomes adjudicated as bankrupt or if bankruptcy proceedings are initiated by the Lessee or its creditors without a subsequent dismissal thereof within 90 days, or if there is nonuse or vacation of the premises by Lessee for a period of ninety (90) days without written notice, Lessor may terminate Lessee's rights under this Agreement by giving ninety (90) days written notification by certified U.S. mail, return receipt requested, to Lessee at the address set forth below. If Lessee fails to cure any such default within such period, then the termination shall become effective at the end of said ninety (90) days.

(ii) **By Lessee:** Lessee may terminate this Agreement at any time upon ninety (90) days prior written notice to Lessor if Lessor fails to perform any of its obligations in this Lease, or if Lessee is unable to obtain or maintain any license, permit or other approval for its operations at the site, or if the site becomes undesirable for its operations for technological reasons.

B. Termination Without Cause:

(i) **By Lessor:** If Lessor enters into a Purchase Agreement for the sale of its premises on which the Property is located and as a condition of said Purchase Agreement is the Termination of this Agreement, Lessor may terminate this lease with ninety (90) days written notice ("Termination Notice Period") to Lessee. If Lessor terminates this

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Lessee:

Cherry Capital Connection, LLC
P.O. Box 866
Elk Rapids, MI 49629

Timothy G Maylone, CEO
231-735-0451 (cell)
231-264-9970 (office)
231-264-9945 (fax)
E-mail: leases@cherrycapitalconnection.com

Legal:

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- 11 **Destruction or Condemnation:** If the Property or Lessor's Premises are, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, the consideration provided under this Lease shall be reduced or abated in proportion to the actual reduction or abatement of Lessee's use of the Property.
- 12 **Title and Quiet Enjoyment:** Lessor warrants that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Property and the Easement free and clear of any liens, encumbrances or mortgages; (iii) the Property is situated on a legal parcel that may be leased without the need for any subdivision or platting approval; (iv) that there are no mortgagees or other parties having an interest in the Property; and (v) Lessor does not require the permission or approval of any other party to execute this Lease which Lessor has not obtained. Lessor further warrants that Lessee shall have the quiet enjoyment of the Property during the term of this Lease and that Lessor shall indemnify Lessee from and against any loss, cost or damage including attorney fees associated with a breach of the foregoing covenant of quiet enjoyment.
13. **Assignment and Incumbrances:** Any sublease, license or assignment of this Lease shall be subject to the provisions of this Lease. Additionally, Lessee may mortgage or grant a security interest in this Lease and the Equipment and may assign this Lease and Equipment to any such mortgages or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Mortgagees"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Mortgagees, provided the same does not encumber the property rights of Lessor to any extent greater than the terms of this lease. Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee. Lessee may assign this Lease without the consent of the Lessor to an affiliate of Lessee or to an entity which acquires Lessee's communications license from the Federal Communications Commission: in all other instances. In addition, Lessee may enter into an agreement with a third party for the purpose of collocation on

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shall constitute a waiver by Lessor of the right at any subsequent time to strict, full and punctual performance of the Lessee's obligations hereunder.

(h) Lessee has no right to cause any lien on Lessor's property and may not encumber Lessor's property beyond the existence of this lease. Specifically, any security interest granted by Lessee on any equipment that may be located shall not attach to Lessor's property.

(i) Lessee will comply with all federal, state, and local laws and regulations applicable to its operations related to this Lease.

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LESSEE:

Cherry Capital Connection, LLC
P.O. Box 866
Elk Rapids, MI 49629
231-264-9970
Fax no: 231-264-9945

Witness:

By: Timothy G Maylone
Its: (CEO)

Witness: (optional)

STATE OF (Michigan)) ss.
COUNTY OF (Antrim)

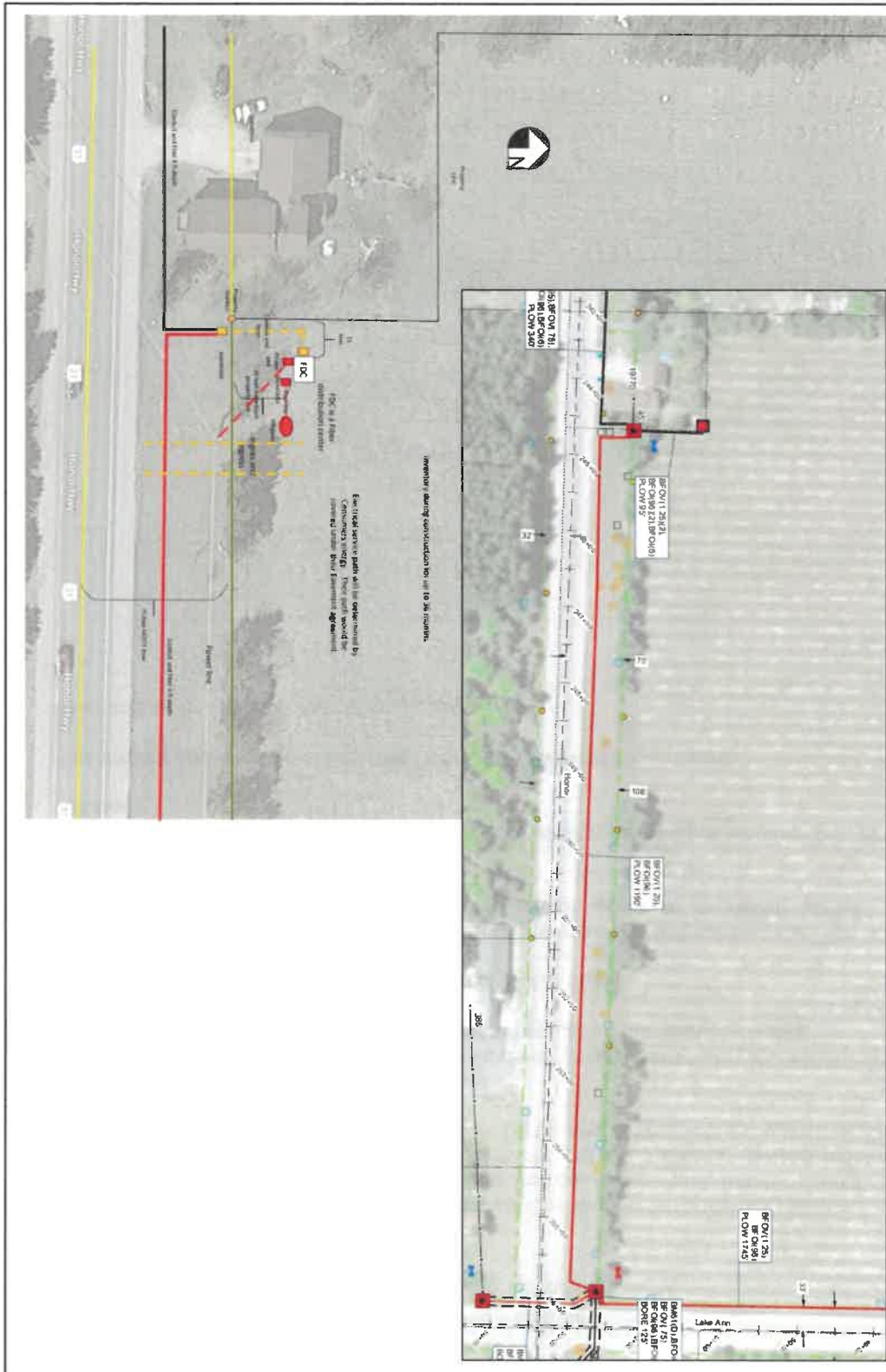
On this ____ day of _____, 202__, before me personally appeared Timothy G Maylone, to me known and known to me, who being duly sworn, did depose and say that he is the CEO, a Michigan corporation, the company described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said company, as and for his voluntary act and deed and as and for the voluntary act and deed of said company.

_____, Notary Public
_____, County, ____
Acting in _____ County, ____
My Commission Expires: _____

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Exhibit A - continued

Approximate site plan



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Exhibit C

Considerations

1. Monthly Internet access subscription at base published speed (currently 100Mbps symmetrical) at locations:
 - a. Fire Hall and
 - b. Old township hall

2. Installation of Fiber to the building at:
 - a. Fire Hall and
 - b. Old township hall

3. Monthly phone service (replacing current phone service provider (dial tone)) at:
 - a. Fire Hall and
 - b. Old township hall

4. One 1 Gbps capable router will be installed at
 - a. Fire Hall and
 - b. Old township hall

5. If a township facility is constructed on parcel [08-011-016-00](#) CCC will provide telephone, and internet access.

Equipment installed and provided by Cherry Capital Connection will warranty labor for the term of this lease.

CCC will install a public hotspot separate from township use at the fire hall.

There will be a reasonable deployment period based on required construction effort before service will be provided.

Hut must be placed and fully operations, construction to each site and at each site must be completed before services can be provided. Telephone service may require an additional time required to port the phone number before telephone services can be delivered.