

COMMERCIAL BUILDING LEASE
CITY OF BREEZY POINT, LANDLORD
and
TRI-CO TECHNOLOGIES, LLC
D/B/A TREMOLO COMMUNICATIONS, TENANT

Former Charter Spectrum Building
Breezy Point, Minnesota

THIS COMMERCIAL BUILDING LEASE (the “Lease”) is entered into as of [_____], 2026 (the “Effective Date”), by and between the CITY OF BREEZY POINT, a Minnesota municipal corporation (“Landlord” or the “City”), and TRI-CO TECHNOLOGIES, LLC, a Minnesota limited liability company, doing business as Tremolo Communications (“Tenant”). Landlord and Tenant may each be a “Party” and together the “Parties.”

RECITALS

- A. Landlord owns the building and related land formerly occupied by Charter Spectrum in the City of Breezy Point, Crow Wing County, Minnesota.
- B. Tenant intends to use the Premises in connection with its fiber-optic and telecommunications operations beginning in or about 2027.
- C. The Parties desire that Tenant lease the entire building, together with the associated parking, access, and fenced areas, on the terms stated below.

NOW, THEREFORE, in consideration of the mutual covenants stated below, the Parties agree:

ARTICLE 1
BASIC LEASE INFORMATION

TERM	AGREED OR DRAFTED PROVISION
Landlord	City of Breezy Point, a Minnesota municipal corporation
Landlord Address	8319 County Road 11, Breezy Point, MN 56472; Attn: City Administrator
Tenant	Tri-Co Technologies, LLC, a Minnesota limited liability company, d/b/a Tremolo Communications
Tenant Address	c/o Josh Netland, CEO/General Manager, 40040 State Highway 6, P.O. Box 100, Emily, MN 56447; email: jnetland@emilytel.com
Premises	Exclusive possession of the former Charter Spectrum building and the 1,600-square-foot Proposed Lease Area shown on Exhibit A (collectively, the “Premises”). Tenant also has a nonexclusive right of 24-hour access over the 20-foot access easement shown on Exhibit A. Landlord may use that access easement and enter exterior areas outside the Premises without unreasonably interfering with Tenant’s access, parking, security, utility service, fiber facilities, or operations.

Permitted Use	Fiber-optic and telecommunications operations; office, equipment, storage, maintenance, and the installation, entry, and routing of fiber-optic facilities into the building, including nonstructural coring or drilling through the floor or exterior, conduit, cabling, and related equipment; and other lawful uses incidental thereto.
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TERM	AGREED OR DRAFTED PROVISION
Initial Term	Ten (10) years.
Commencement Date	January 1, 2027
Expiration Date	December 31, 2036
Base Rent	\$1,000 per month (\$12,000 per year), payable annually. 5% increase at the beginning of each Renewal Term.
Security Deposit	None.
Renewal Terms	Successive additional terms of ten (10) years each, with no limit on the number of renewal terms; written notice at least one hundred eighty (180) days before expiration of the then-current term; Base Rent is \$1,000 per month (\$12,000 per year), payable annually, and increases by five percent (5%) at the beginning of each Renewal Term.

1.1 Exhibits. The following exhibits are incorporated into this Lease: Exhibit A – Certificate of Survey, Legal Description, and Depiction of Premises; Exhibit B – Existing Property Inventory; Exhibit C – Memorandum of Lease; and Exhibit D – Commencement Date Certificate.

1.2 Priority. If the Basic Lease Information conflicts with another provision of this Lease, the more specific provision controls. A bracketed or incomplete item is not agreed until completed in a writing signed by both Parties.

ARTICLE 2

LEASE OF PREMISES; POSSESSION; EXISTING PROPERTY

2.1 Lease. Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, subject to the terms of this Lease. Tenant shall have exclusive possession of the Premises during the Term, except for Landlord’s reserved entry rights.

2.2 Delivery of Possession. Landlord shall deliver the Premises vacant and broom-clean, except for the Existing Property described in Section 2.3, with all keys, access devices, and existing utility information, on the Commencement Date. Any office equipment or other property the City intends to remove must be removed before delivery unless included in Exhibit B.

2.3 Existing Property. All fixtures, equipment, furnishings, and other items located at the Premises on the Commencement Date and listed in Exhibit B (the “Existing Property”), including the standby generator, shall remain at the Premises for Tenant’s use during the Term. Exhibit B shall identify, to the extent practical, ownership, condition, maintenance responsibility, replacement responsibility, and disposition at the end of the Term. No item shall be treated as abandoned merely because it is omitted from Exhibit B.

2.4 Condition Review. Before the Commencement Date, the Parties shall jointly inspect the Premises and may attach a written condition report and photographs to Exhibit B. Tenant’s taking possession will acknowledge receipt of possession but will not waive latent defects, Landlord’s express obligations, or conditions that could not reasonably have been identified during the inspection.

ARTICLE 3

TERM; COMMENCEMENT; RENEWAL

3.1 Commencement. The Initial Term is ten (10) years and begins January 1, 2027 (the “Commencement Date”). Landlord shall deliver possession as provided in Section 2.2 no later than the Commencement Date. The Parties may complete a Commencement Date Certificate substantially in the form of Exhibit D

to confirm delivery of possession and the condition documentation, but failure to execute the certificate does not change the Commencement Date.

3.2 Expiration. The Initial Term expires at 11:59 p.m. on December 31, 2036, unless sooner terminated or extended under this Lease.

3.3 Renewal. Provided Tenant is not in uncured material default when notice is given and when the applicable renewal term begins, Tenant may renew this Lease for successive additional terms of ten (10) years each by giving Landlord written notice at least one hundred eighty (180) days before expiration of the then-current term. There is no limit on the number of renewal terms available to Tenant, although Landlord may decline a renewal and terminate this Lease by giving notice to Tenant at least 180 days before expiration of the then current term. Each renewal term will be on the same terms as the then-current term, except Base Rent will increase by five percent (5%) at the beginning of that Renewal Term.

ARTICLE 4 RENT; TAXES; UTILITIES; OTHER CHARGES

4.1 Base Rent. Tenant shall pay Base Rent of One Thousand Dollars (\$1,000.00) per month, payable in one lump-sum annual payment of Twelve Thousand Dollars (\$12,000.00) in advance on or before January 1 of each calendar year, without demand and without offset except as expressly permitted by this Lease. For the first lease year or any partial lease year, the annual Base Rent shall be prorated based on the number of days in that lease year. Base Rent increases by five percent (5%) at the beginning of each Renewal Term, as provided in Section 3.3.

4.2 Payment. Rent shall be paid to the City at the Landlord Address or by another method designated by the City in writing. No barter, service credit, or in-kind consideration shall reduce Base Rent.

4.3 Utilities. Tenant shall place separately metered utilities in Tenant's name when reasonably available and shall pay all charges for electricity, gas, water, sewer, telecommunications, refuse, and other utilities serving the Premises during the Term. Landlord shall reasonably cooperate with utility transfers and metering.

4.4 Taxes and Assessments. Because Landlord is a municipal corporation, the Premises may presently be exempt from real property taxation. Tenant shall pay any real property tax, personal property tax, possessory-interest tax, or assessment lawfully imposed because of Tenant's occupancy, business, personal property, or improvements, but Tenant shall not be responsible for taxes attributable to Landlord's income, ownership apart from Tenant's use, or other City property. Landlord shall promptly provide any tax statement or notice affecting Tenant's payment obligation.

4.5 Operating Costs. Except for costs expressly assigned to Landlord, Tenant shall pay the ordinary costs of operating the Premises during the Term. Tenant is not responsible for Landlord's general governmental or administrative overhead, debt service, costs unrelated to the Premises, or costs caused by Landlord's breach, negligence, or willful misconduct.

ARTICLE 5 USE; ACCESS; COMPLIANCE

5.1 Permitted Use. Tenant may use the Premises for the Permitted Use. Tenant shall not knowingly create a nuisance or use the Premises for an unlawful purpose.

5.2 Continuous Access. Tenant and its employees, contractors, customers, invitees, and service providers shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, every day of the year, over the access areas shown on Exhibit A. Landlord shall not block or materially interfere with access, parking, equipment operation, or utility service.

5.3 Parking and Fenced Area. Tenant has the exclusive right to use the parking area and fenced area included within the Premises. Landlord shall not store vehicles, equipment, or materials in those areas without Tenant's prior written consent.

5.4 Legal Compliance. Each Party shall comply with laws applicable to its obligations. Tenant shall obtain permits and approvals for Tenant's particular installations and operations. Landlord shall reasonably cooperate with applications that require owner participation, provided Tenant reimburses Landlord's reasonable out-of-pocket costs approved in advance.

5.5 Municipal Capacity. When acting as Landlord, the City shall perform its contractual obligations in good faith. Nothing in this Lease requires the City to surrender or contract away its legislative, regulatory, police, or permitting authority, and no regulatory approval is granted by execution of this Lease.

ARTICLE 6 MAINTENANCE; REPAIR; SNOW REMOVAL

6.1 Tenant Maintenance. Tenant shall keep the interior of the building, its personal property, and Tenant-installed improvements clean, orderly, and in good repair. Tenant shall perform and pay for routine maintenance, scheduled service, consumables, and minor repairs for the Premises and the building systems serving the Premises, including doors, locks, interior finishes, plumbing fixtures, lighting, HVAC equipment, electrical components, and the standby generator. Tenant shall also provide generator fuel and perform routine testing and scheduled generator service. Ordinary wear, casualty, and Landlord's capital-replacement obligations are excepted.

6.2 Landlord Maintenance. Landlord shall maintain and replace the foundation, load-bearing walls, roof structure and membrane, exterior envelope, and pre-existing capital building systems. Landlord shall also pay for capital replacements under Section 6.3 and correct latent defects and conditions existing before the Commencement Date that materially impair the Permitted Use, except to the extent damage is caused by Tenant or persons under Tenant's control.

6.3 Capital Replacements. Landlord is responsible for the cost of capital replacement of the HVAC, electrical service, plumbing service, standby generator, paving, fencing, and other pre-existing building systems when replacement is required because of age, ordinary wear, latent defect, or the end of the item's useful life. "Capital replacement" means the nonrecurring replacement of all or a substantial component of a pre-existing system and does not include routine maintenance, scheduled service, consumables, or minor repair. Tenant is responsible for repair or replacement necessitated by Tenant's misuse, negligence, or alterations.

6.4 Notice and Emergency Work. A Party shall promptly notify the other of a condition requiring the other Party's work. In an emergency threatening persons, property, critical telecommunications service, or material interruption of the Permitted Use, Tenant may take reasonable protective action and shall promptly notify Landlord. Reimbursement will follow the responsibility allocation in this Lease.

6.5 Snow and Ice Removal. Landlord shall provide and pay for timely snow and ice removal from access drives, parking areas, walkways, and entrances outside the fence. Landlord shall perform the work to a commercially reasonable standard and without materially impairing Tenant's access.

ARTICLE 7 ALTERATIONS; TENANT'S EQUIPMENT; LIENS

7.1 Alterations. Tenant may make nonstructural alterations and install cabling, racks, communications equipment, backup power systems, security systems, signage, and related improvements consistent with the Permitted Use. Structural alterations require Landlord's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. Landlord may require reasonable plans and proof of permits.

7.2 Ownership. Tenant's movable equipment, trade fixtures, cabling, electronics, signage, and other items installed at Tenant's expense remain Tenant's property. Existing Property remains owned as stated in Exhibit B. Except as otherwise agreed, permanently affixed improvements that cannot be removed without material damage become Landlord's property upon expiration, subject to Section 15.1.

7.3 Generator. Tenant may operate and connect to the existing standby generator for the Permitted Use. Tenant shall provide fuel and perform routine testing, scheduled maintenance, and minor repairs. Landlord shall pay for capital replacement required because of age, ordinary wear, latent defect, or the end of the generator's useful life. Tenant is responsible for repair or replacement necessitated by Tenant's misuse, negligence, or alterations. The generator shall remain City-owned property at the end of the Term.

7.4 Liens. Tenant shall keep the Premises free of mechanics' liens arising from work ordered by Tenant. Tenant may contest a lien in good faith if it prevents enforcement against Landlord's interest by bond or other lawful security. Landlord shall not claim a lien against Tenant's equipment or personal property except to the extent a nonwaivable lien is created by law.

ARTICLE 8 INSURANCE

8.1 Tenant Coverage. During the Term, Tenant shall maintain: (a) commercial general liability insurance with limits of not less than \$1,500,000 per occurrence and \$2,000,000 aggregate; (b) property insurance covering Tenant's personal property and Tenant-owned improvements at replacement cost; (c) workers' compensation as required by law; and (d) automobile liability insurance of at least \$1,000,000 combined single limit if vehicles are regularly used at the Premises.

8.2 Landlord Coverage. Landlord shall maintain property insurance or a lawful municipal self-insurance program covering the City-owned building and Existing Property for risks and in amounts the City customarily maintains for comparable municipal property.

8.3 Evidence; Additional Insured. Upon request, each Party shall provide reasonable evidence of required coverage. Tenant's liability policy shall name the City and its officials, employees, and agents as additional insureds for claims arising from Tenant's use, subject to customary policy terms.

8.4 Waiver of Subrogation. To the extent covered by property insurance and permitted by applicable policies, each Party waives claims against the other for insured property loss, and each shall seek an appropriate waiver of subrogation from its insurer.

ARTICLE 9 INDEMNIFICATION; LIABILITY

9.1 Tenant Indemnity. To the extent permitted by law, Tenant shall defend, indemnify, and hold harmless Landlord and its officials, employees, and agents from third-party claims for bodily injury, death, or property damage to the extent caused by Tenant's negligence, willful misconduct, breach of this Lease, or use of the Premises, except to the extent caused by Landlord.

9.2 Landlord Responsibility. Landlord is responsible for third-party claims to the extent caused by Landlord's negligence, willful misconduct, or breach, subject to all defenses, immunities, procedural requirements, and liability limits available under Minnesota law, including Minnesota Statutes Chapter 466. Nothing in this Lease expands or waives the City's statutory limits or immunities.

9.3 Consequential Damages. Except for indemnified third-party claims, unpaid monetary obligations, misuse of confidential or proprietary rights, or willful misconduct, neither Party is liable to the other for punitive, special, incidental, or consequential damages, including lost profits.

ARTICLE 10 CASUALTY; CONDEMNATION

10.1 Casualty Notice. A Party learning of material casualty damage shall promptly notify the other. Base Rent shall abate proportionately while the Premises are unusable for the Permitted Use, unless the casualty was caused by Tenant's negligence or willful misconduct.

10.2 Restoration. Landlord shall reasonably promptly restore the City-owned building after an insured casualty unless Landlord reasonably determines that restoration is unlawful, impracticable, or not approved by the City Council. Tenant shall restore Tenant's property and improvements.

10.3 Termination After Casualty. Either Party may terminate by written notice if the Premises cannot reasonably be restored within one hundred eighty (180) days, restoration is not commenced within ninety (90) days, or fewer than twelve (12) months remain in the Term and the damage materially impairs the Permitted Use.

10.4 Condemnation. If all or a material part of the Premises is taken or access is materially impaired by eminent domain, either Party may terminate. Landlord receives the award for the real property; Tenant may separately claim relocation costs, business interruption, Tenant-owned improvements, and other amounts lawfully payable without reducing Landlord's award.

ARTICLE 11 ENVIRONMENTAL MATTERS

11.1 Tenant Activities. Tenant shall not release or dispose of hazardous materials at the Premises in violation of law. Ordinary quantities of fuel, batteries, cleaning products, and materials customarily used in telecommunications operations may be kept and used in compliance with law.

11.2 Pre-Existing Conditions. Tenant is not responsible for contamination existing before the Commencement Date or caused by Landlord or third parties not under Tenant's control. Landlord shall disclose known environmental reports, spills, tanks, regulated materials, and notices affecting the Premises.

11.3 Remediation. The Party responsible for a release shall perform required investigation and remediation and protect the other Party from direct claims and costs arising from that release. These obligations survive termination.

ARTICLE 12 ASSIGNMENT AND SUBLETTING

12.1 General Rule. Tenant shall not assign this Lease or sublet all or substantially all of the Premises without Landlord's prior written consent, withheld, conditioned, or delayed.

12.2 Permitted Transfers. Without Landlord's consent, Tenant may assign this Lease or sublet to an affiliate, successor by merger or reorganization, or purchaser of substantially all of Tenant's telecommunications assets or operations serving the Premises, after written notice and assumption of Tenant's obligations. Tenant remains liable unless Landlord expressly releases it in writing.

ARTICLE 13 DEFAULT AND REMEDIES

13.1 Tenant Default. Tenant is in default if: (a) Tenant fails to pay an undisputed amount within fifteen (15) days after written notice; (b) Tenant fails to cure another breach within thirty (30) days after notice, provided that a cure reasonably requiring more time is timely if commenced within thirty (30) days and

diligently completed; or (c) a default occurs under applicable insolvency law and is not dismissed within the legally applicable period.

13.2 Landlord Remedies. After an uncured Tenant default, Landlord may terminate this Lease, recover possession through lawful process, recover amounts due and direct damages, perform Tenant's obligation at Tenant's reasonable cost, and exercise other remedies available by law. Landlord shall mitigate damages as required by law.

13.3 Landlord Default. Landlord is in default if it fails to cure a material breach within thirty (30) days after notice, subject to a reasonable extension if cure begins within that period and is diligently completed. Tenant may seek specific performance, damages subject to applicable law, rent abatement proportionate to material loss of use, or termination if the breach substantially defeats the Permitted Use and remains uncured.

13.4 No Self-Help Eviction. Landlord shall not exclude Tenant, interrupt essential utilities, or seize Tenant's property except through lawful process or as reasonably necessary to address an immediate threat to persons or property.

13.5 Cumulative Remedies. Remedies are cumulative unless this Lease expressly states otherwise. A Party's delay in exercising a remedy is not a waiver.

ARTICLE 14 LANDLORD ENTRY; QUIET ENJOYMENT

14.1 Quiet Enjoyment. So long as Tenant is not in uncured material default, Tenant may peaceably and quietly possess and use the Premises without interference by Landlord or persons claiming through Landlord.

14.2 Entry. Landlord may enter on reasonable advance notice during reasonable hours to inspect, perform Landlord's work, or show the Premises. . No advance notice is required in a genuine emergency. Landlord shall minimize interference with Tenant's secure systems and operations and comply with Tenant's reasonable safety and security protocols.

ARTICLE 15 SURRENDER; HOLDOVER

15.1 Surrender. At expiration or termination, Tenant shall return the Premises broom-clean and in substantially the condition received, ordinary wear, casualty, condemnation, and Landlord-responsibility items excepted. Tenant shall remove its equipment and trade fixtures and repair material removal damage. Buried cable and improvements Landlord elects in writing to retain may remain.

15.2 Existing Property. Existing Property shall remain or be disposed of as stated in Exhibit B. Tenant has no duty to remove City-owned items unless the Parties expressly agree in writing.

15.3 Holdover. If Tenant remains after expiration with Landlord's consent and without a new written lease, the tenancy is month-to-month at one hundred twenty percent (120%) of the monthly equivalent of the annual Base Rent then in effect, subject to the other applicable terms of this Lease, and terminable on thirty (30) days' written notice.

ARTICLE 16 NOTICES

16.1 Method. A notice under this Lease must be in writing and delivered personally, by nationally recognized overnight courier, or by United States certified mail, return receipt requested, to the addresses in Article 1. A courtesy copy may be sent by email, but email alone is not formal notice unless receipt is acknowledged in writing.

16.2 Effectiveness. Notice is effective upon receipt or refusal. Either Party may change its notice address by notice complying with this Article.

ARTICLE 17 GENERAL PROVISIONS

17.1 Authority and Approval. Each signer represents that the signer is authorized to execute this Lease. Landlord's obligations are conditioned on approval by the Breezy Point City Council and execution by authorized City officials in compliance with applicable law.

17.2 No Partnership. This Lease creates only a landlord-tenant relationship and does not create a partnership, joint venture, agency, or employment relationship.

17.3 Governing Law; Venue. Minnesota law governs this Lease. Venue for a dispute shall lie in Crow Wing County, Minnesota, unless applicable law requires otherwise.

17.4 Attorneys' Fees. In an action to enforce this Lease, the prevailing Party may recover reasonable attorneys' fees and costs to the extent permitted by law.

17.5 Entire Agreement; Amendment. This Lease and its exhibits contain the entire agreement concerning the Premises and supersede prior discussions. An amendment must be in writing and signed by both Parties.

17.6 Severability. If a provision is unenforceable, it shall be enforced to the maximum lawful extent, and the remaining provisions remain effective.

17.7 Counterparts; Electronic Signatures. This Lease may be signed in counterparts and by electronic signature, each of which is deemed an original and all of which form one instrument.

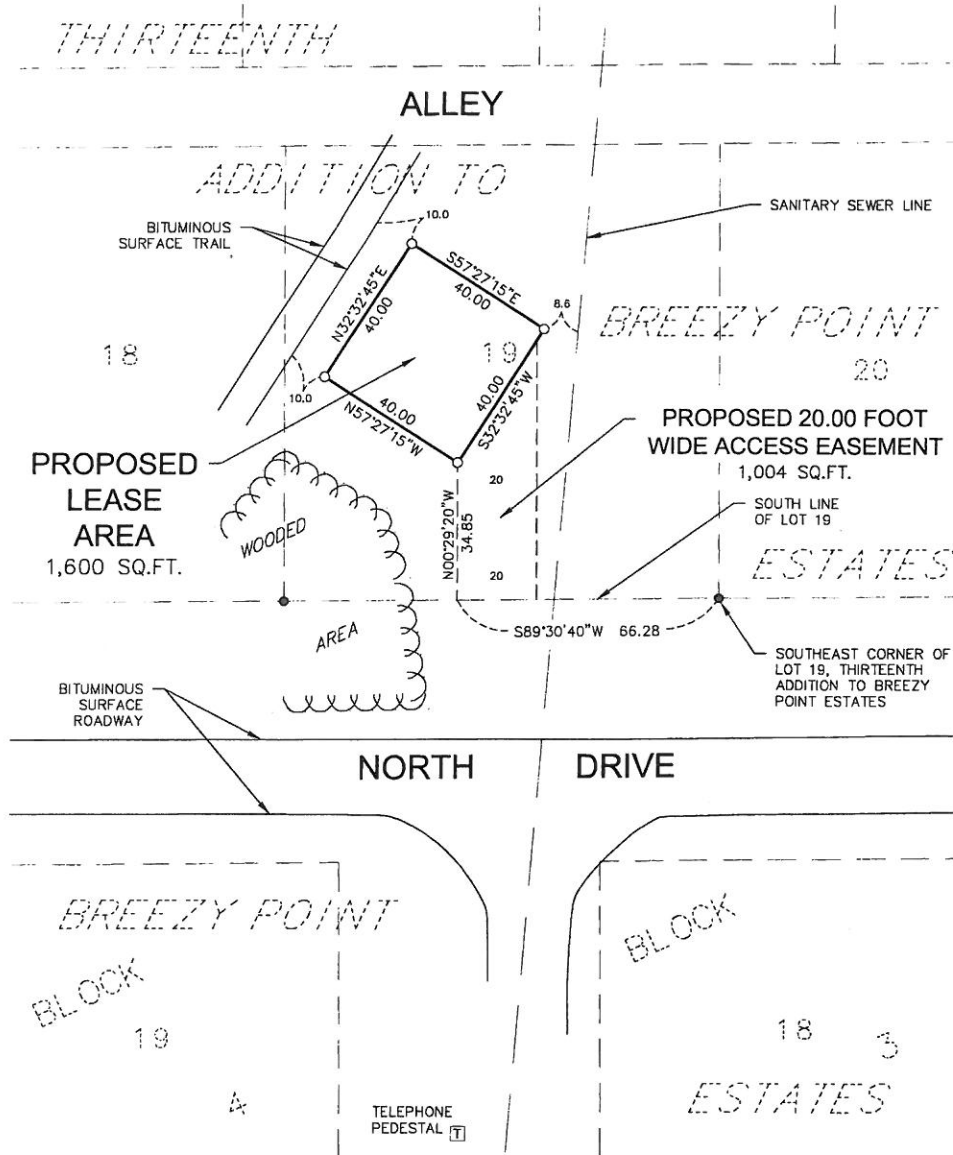
17.8 Time of Essence. Time is of the essence for payment, notice, renewal, and surrender obligations.

17.9 Memorandum of Lease. At Tenant's request, the Parties shall execute a memorandum substantially in the form of Exhibit C. Tenant may record it at Tenant's expense. The memorandum shall not state rent or other confidential business terms.

17.10 Interpretation. Headings are for convenience only. "Including" means "including without limitation." This Lease is the jointly negotiated agreement of sophisticated Parties and shall not be construed against either Party as drafter.

CERTIFICATE OF SURVEY

PART OF LOT 19, THIRTEENTH ADDITION TO BREEZY POINT ESTATES,
NORTHWEST QUARTER, SECTION 16, TOWNSHIP 136, RANGE 28,
CROW WING COUNTY, MINNESOTA



PROPOSED LEASE AREA DESCRIPTION:

That part of Lot 19, THIRTEENTH ADDITION TO BREEZY POINT ESTATES, according to the recorded plat thereof, on file in the Crow Wing County, Minnesota, Recorder's office, described as follows: Commencing at the southeast corner of said Lot 19; thence South 89 degrees 30 minutes 40 seconds West, bearing based on the Crow Wing County Coordinate Database NAD 83, 66.28 feet along the south line of said Lot 19; thence North 00 degrees 29 minutes 20 seconds West 34.85 feet to the point of beginning of the tract to be described; thence North 57 degrees 27 minutes 15 seconds West 40.00 feet; thence North 32 degrees 32 minutes 45 seconds East 40.00 feet; thence South 57 degrees 27 minutes 15 seconds East 40.00 feet to the line which bears North 32 degrees 32 minutes 45 seconds East from the point of beginning; thence South 32 degrees 32 minutes 45 seconds West 40.00 feet to the point of beginning. Together with a 20.00 foot wide easement for access purposes lying over part of said Lot 19, the west line of said 20.00 foot wide access easement is described as follows: Commencing at said southeast corner of Lot 19; thence South 89 degrees 30 minutes 40 seconds West 66.28 feet along the south line of said Lot 19 to the point of beginning of the line to be described; thence North 00 degrees 29 minutes 20 seconds West 34.85 feet to the most southerly corner of the tract described above and said line there terminating. The east line of said 20.00 foot wide access easement is to be lengthened or shortened to begin on said south line of Lot 19 and to terminate on the southeasterly line of said above described tract.



0 30 60
(IN FEET)

ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON THE CROW WING COUNTY
COORDINATE DATABASE NAD 83

- = DENOTES FOUND IRON MONUMENT
- = DENOTES 1/2 INCH IRON PIPE MONUMENT
SET AND MARKED RLS # 41643

DATE JUNE 29, 2012	DATE	AMENDMENTS	BY	PREPARED FOR: CITY OF BREEZY POINT	WWW.WIDSETHSMITHNOLTING.COM
SCALE AS SHOWN				I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.	
DRAWN BY RAQ				<i>Randy A. Quale</i>	
CHECKED BY CMC				RANDY A. QUALE	
FILE NUMBER 293B1527				DATE: 6-29-2012 LIC. NO. 42639	ARCHITECTS ENGINEERS ENVIRONMENTAL SERVICES LAND SURVEYORS WATER RESOURCES

EXHIBIT B

EXISTING PROPERTY INVENTORY AND RESPONSIBILITY SCHEDULE

The Parties shall complete this inventory before the Commencement Date. Photographs may be attached.

ITEM	OWNER	CONDITION	MAINTENANCE / REPAIR / REPLACEMENT	END-OF-TERM DISPOSITION
Standby generator	City	Inspected Aug 2026, Good	Tenant: fuel, testing, routine maintenance, scheduled service, and minor repair. Landlord: capital replacement. Tenant remains responsible for damage caused by misuse, negligence, or alterations.	Remain as City-owned property
Office furniture/equipment stored by City	City	NA	City remove by Commencement Date	City Removes
HVAC system #1 and #1	City	Inspected Aug 2026, Good	Tenant: routine maintenance, scheduled service, and minor repair. Landlord: capital replacement. Tenant remains responsible for damage caused by misuse, negligence, or alterations.	Remain
Electrical service/panels Power Panel Transfer Switch	City	Inspected Aug 2026, Good	Tenant: routine maintenance and minor repair. Landlord: capital replacement. Tenant remains responsible for damage caused by misuse, negligence, or alterations.	Remain
Fencing/gates	City	Inspected Aug 2026, Good	Tenant: routine maintenance and minor repair. Landlord: capital replacement. Tenant remains responsible for damage caused by misuse, negligence, or alterations.	Remain
Other: Fire Extinguisher —	City	Inspected Aug 2026, Good	Tenant: routine maintenance and minor repair. Landlord: capital replacement. =	Remain

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

LANDLORD:

CITY OF BREEZY POINT

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

TRI-CO TECHNOLOGIES, LLC

d/b/a Tremolo Communications

By: _____

Josh Netland

Its: CEO/General Manager

Date: _____

EXHIBIT C

FORM OF MEMORANDUM OF LEASE

This Memorandum of Lease is made as of [_____], 2026, by the CITY OF BREEZY POINT, a Minnesota municipal corporation (“Landlord”), and TRI-CO TECHNOLOGIES, LLC, a Minnesota limited liability company, doing business as Tremolo Communications (“Tenant”). Landlord and Tenant entered into a Commercial Building Lease dated [_____], 2026 (the “Lease”), covering the real property and improvements located in Breezy Point, Crow Wing County, Minnesota, legally described on Attachment 1 to this Memorandum. The initial term is ten (10) years commencing January 1, 2027, and expiring December 31, 2036. This Memorandum gives record notice only. If it conflicts with the Lease, the Lease controls.

LANDLORD: CITY OF BREEZY POINT

By: _____

Name/Title: _____

Date: _____

TENANT: TRI-CO TECHNOLOGIES, LLC d/b/a Tremolo Communications

By: _____

Josh Netland, CEO/General Manager

Date: _____

**[ADD MINNESOTA ACKNOWLEDGMENTS AND ATTACHMENT 1 LEGAL DESCRIPTION
BEFORE RECORDING.]**

EXHIBIT D

COMMENCEMENT DATE CERTIFICATE

Landlord and Tenant certify under the Commercial Building Lease dated [_____], 2026, that: (1) the Commencement Date is January 1, 2027; (2) the Initial Term expires December 31, 2036; (3) possession was delivered [_____]; and (4) Exhibit B's inventory and condition documentation is complete [yes/no].

CITY OF BREEZY POINT: _____ Date: _____

TRI-CO TECHNOLOGIES, LLC

d/b/a Tremolo Communications: _____ Date: _____