

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

The Towers, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Daniel Marinberg

Site Name: Fish Creek ID
Site Number: US-ID-5108
Commitment #: VTB-161238-C

MEMORANDUM OF LEASE

This Memorandum of Lease (this "**Memorandum**") evidences a Lease Agreement (the "**Lease**") between **Robert Custer**, a single man ("**Landlord**"), whose address is 34754 Highway 41, Oldtown, Idaho 83822, and **The Towers, LLC**, a Delaware limited liability company ("**Tenant**"), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487, dated the 12th day of January, 2024 (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Landlord hereby ratifies, restates and confirms the Lease and leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is _____. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant, subordinate any Landlord's lien to the Lease and to liens of Tenant's mortgagees, and not disturb the tenancy of Tenant;
2. The Lease restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of Communications Facilities (as defined in the Lease);
3. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the Property for Communications Facilities during the term of the Lease (such restriction shall run with the land and be binding on the successors and assigns of Landlord);
4. The Premises may be used exclusively by Tenant for all legal purposes, including, without limitation, erecting, installing, operating and maintaining Communications Facilities;

5. Tenant is entitled to sublease and/or license the Premises, including any Communications Facilities located thereon;


6. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;

7. Landlord may transfer or assign the Agreement in entirety or in part to Landlords lender, principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all of or substantially all of Landlords assets or ownership interests by reasons of merger, acquisition or other business reorganization without Tenant's consent.

8. Landlord may subdivide the Property without Tenant's prior written consent provided the resulting parcels from such subdivision are required to afford Tenant the protections set forth in the Agreement

This Memorandum is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE

WITNESSES:	LANDLORD:
Name: _____	 _____
	Robert Custer
Name: _____	Date: <u>1/8/2024</u>

(Tenant's Signature Page to Memorandum of Lease)

WITNESSES: <u><i>Edward Davis</i></u> Name: <u>Edward Davis</u> <u><i>Nicolas Vergara</i></u> Name: <u>Nicolas Vergara</u>	TENANT: The Towers, LLC a Delaware limited liability company By: <u><i>Ariel Rubin</i></u> Name: <u>Ariel Rubin</u> Title: <u>Vice President of Tower Development</u> Date: <u>01/12/2024</u>
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STATE OF FLORIDA

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COUNTY OF PALM BEACH

On this 12th day of January, 2024, before me Esther Nelson, a Notary Public, personally appeared Ariel Rubin (name of signatory), known or identified to me, to be the VP Tower Dev. (title of signatory) of the company that executed the above instrument or the person who executed the instrument on behalf of said company and acknowledged to me that such company executed the same.

Esther Nelson
Notary Public

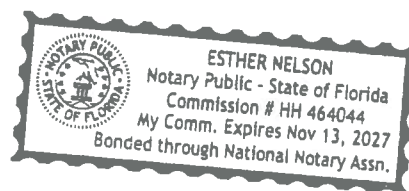
Print Name: Esther NelsonMy Commission Expires: 11/13/2027

EXHIBIT A
(TO MEMORANDUM OF LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

The South Half of the North Half of the Northeast Quarter of the Southeast Quarter of Section 12, Township 55 North, Range 6 West, Boise Meridian, Bonner County, Idaho.

EXCEPTING THEREFROM right of way of State Highway No. 41.

ALSO EXCEPTING THEREFROM any manufactured or mobile home located thereon.

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, subtenants, licensees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

Said interest being over land more particularly described by the following description:

Insert metes and bounds description of area