

LANDLORD:  
Widefield Management and Investment  
Company LLLP



TENANT:  
Vertical Bridge Development II, LLC  
750 Park of Commerce Drive, Suite 200  
Boca Raton, FL 33487  
Site # & Name: US-CO-5035 Fountain

### OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (this "Agreement") is made this 29 day of MARCH, 2016 (the "Effective Date") by and between **Widefield Management and Investment Company LLLP** (the "Landlord"), a Colorado limited liability partnership whose address is [REDACTED], and **Vertical Bridge Development II, LLC**, a Delaware limited liability company (the "Tenant"), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487.

WHEREAS, the Landlord owns certain real property located in the County of El Paso, in the state of Colorado, commonly known as 30 Widefield Blvd and 165 Fontaine Blvd, Colorado Springs, CO 80911, that is more particularly described and/or depicted in Exhibit 1 attached hereto (the "Property"); and,

WHEREAS, the Tenant desires to lease from Landlord a certain portion of the Property measuring approximately 40' x 60' (approximately 2,400 square feet) (the "Premises"), which Premises is more particularly described and/or depicted in Exhibit 2 attached hereto (including the improvements to be located thereon, the "Site Plan") for the erection of a communications tower.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

#### 1. OPTION TO LEASE.

(a) Landlord grants to Tenant the exclusive option to lease the Premises, which Option shall be effective from the Effective Date to the expiration of the Option Period (as defined below).

(b) From and after the date of this Agreement as set forth above for the time period set forth below (the "Option Period"), and at any time during the Option Period, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or necessary or appropriate for the placement of Communications Facilities (as defined below) thereon and any use of the Premises related thereto which shall include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits that may be required by Federal, State, local, county or city authorities (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the

feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant shall be authorized to apply for Government Approvals on behalf of Landlord and Landlord agrees to reasonably cooperate with such applications. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Period (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(c) In consideration of Landlord granting Tenant the option for the Option Period, Tenant agrees to pay Landlord the sum of [REDACTED] within thirty (30) business days of the full execution of this Agreement. The Option Period will be for an initial term of one hundred twenty (120) days from the Effective Date (the "Initial Option Period") and may be renewed by Tenant for an additional one hundred and twenty (120) days upon written notification to Landlord and the payment of an additional [REDACTED] [REDACTED] no later than ten (10) days prior to the expiration date of the Initial Option Period.

(d) During the Initial Option Period and any extension thereof, Tenant may commence the Lease Term of this Agreement by notifying Landlord in writing (the "Option Notice"). If Tenant commences the Lease Term, then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not commence the Agreement during the Initial Option Period or any extension thereof, this Agreement will terminate upon the expiration of two hundred forty (240) days from the Effective Date.

## 2. TERM.

(a) The Lease Agreement shall commence on the first day of the month after Tenant exercises its Option by delivering the Option Notice (the "Commencement Date"). Unless extended or sooner terminated as herein provided, the initial term of the Lease following the Commencement Date shall be for a period of five (5) years following the Commencement Date ("Lease Term").

(b) Provided Tenant is not in default under this Agreement, Tenant shall have the option to extend the Lease Term for five (5) successive terms of five (5) years each (each a "Renewal Term"). Each Renewal Term shall commence automatically unless Tenant provides Landlord written notice of its intention not to renew this Agreement not less than sixty (60) days prior to the end of the then-current term, at which time this Agreement would terminate.

3. RENT. Tenant shall pay rent to Landlord beginning at Commencement Date a monthly rental payment of [REDACTED] ("Rent"), at the address set forth above on or before the fifth (5th) day of each calendar month in advance without demand or notice. Rent will be prorated for any partial month. Rent for each successive Renewal Term will be adjusted upward by an amount equal to [REDACTED] of the Rent for the immediately preceding Lease Term.

**4. DELETED**

**5. TAXES.** Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the communication facility located on the Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and Premises. Tenant shall pay as additional Rent any increase in real property taxes levied against Premises, which are directly attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property.

**6. USE.**

(a) The Premises are being leased for the sole purpose of erecting, installing, operating and maintaining radio or communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, equipment shelters and other supporting structures, and related equipment shown on the Site Plan (collectively, "Communication Facilities"). With respect to Tenant's initial installation of the Communication Facilities, Tenant shall not commence the construction related thereto until Tenant provides Landlord with (i) copies of any and all necessary and appropriate Governmental Approvals, (ii) a final survey of the Premises (which shall depict the location of the Access and Utility Easement and Communication Facilities as approved by Landlord in writing) and (iii) a Title Insurance Commitment on the Property from a title company licensed to do business in Colorado showing, to Landlord's reasonable satisfaction, no encumbrances or exceptions to title which would restrict Landlord's right to grant the easement rights contained in Section 7 hereof.

(b) Provided that the actions expressed in the following Sections 6(b)(i), 6(b)(ii), and 6(b)(iii) comply with the applicable and necessary Governmental Approvals and Landlord has previously approved in writing the action Tenant desires to undertake (which approval shall not be unreasonably withheld, conditioned or delayed; provided that Landlord demanding monetary consideration for an action by Tenant which does not increase the size of the Premises shall be deemed an unreasonable condition to Landlord's approval), Tenant, subject to the foregoing, (i) may make any improvement, alteration or modification to the Premises as are deemed appropriate by Tenant for the permitted use herein, (ii) shall have the right to clear the Premises of any trees, vegetation, or undergrowth which, in Tenant's sole opinion, interferes with Tenant's use of the Premises for the intended purposes, and (iii) shall have the exclusive right to install upon the Premises communications towers, buildings, equipment, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary. Tenant shall use the Premises in accordance with the terms of this Agreement and as may be required or as permitted by applicable laws, rules and regulations. Landlord will not ensure that Tenant's use of the Property does not violate any applicable law.

**7. ACCESS AND UTILITIES.** At all times during the term of this Agreement, Tenant, and its invitees, agents, lessees, sublessees and assigns shall have the unrestricted, exclusive right to use, and

shall have free access to, the Premises seven (7) days a week, twenty-four (24) hours a day. Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its employees, agents, invitees, sublessees, sublicensee's, successors and assigns a twenty-foot (20') wide nonexclusive easement in the location set forth on the Site Plan (i) for ingress and egress to and from the Premises, (ii) for access and movement of equipment and materials for the construction, installation, maintenance, and operation of the Communication Facilities on the Premises, and (iii) for the construction, installation, operation and maintenance of overhead and underground electric and other utility facilities serving the Premises (including fiber, wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such utility facilities, over, across and through any easement for the benefit of and access to the Premises (the "Access and Utility Easement"). Tenant's use of the Access and Utility Easement shall be subject to the terms and conditions herein set forth and to all prior liens, encumbrances, easements and restrictions affecting the Property. Landlord shall have the right to relocate the Easement at any time during the Term of this Lease so long as such relocation (i) provides substantially equivalent ingress, egress and access (including, without limitation, the unrestricted right to access the Premises seven (7) days a week, twenty-four (24) hours a day), and (ii) does not interrupt the utility and related services being then provided to the Communication Facilities. All costs and expenses of any such relocation shall be borne by Landlord. Tenant agrees to execute and allow the recording of any documents as are reasonably required to document and effectuate relocating and redefining the Easement parcel. Landlord agrees to cooperate with Tenant's efforts to obtain any utilities and services necessary for the operation of the Communication Facilities. If there are utilities already existing on the Premises which serve the Premises, Tenant may utilize such utilities and services, subject to Section 10(e). The rights granted to Tenant herein shall also include the right to partially assign its rights associated with the Access and Utility Easement to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the Access and Utility Easement for the purposes described above. To the extent necessary, Landlord agrees to cooperate with Tenant and the public or private utility company mentioned in the previous sentence to consummate the assignment described therein.

**8. EQUIPMENT, FIXTURES AND REMOVAL.** All improvements, equipment or other property attached to or otherwise brought onto the Premises shall at all times be the personal property of Tenant and/or its subtenants and licensees. Tenant or its invitees shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its invitees. Tenant shall maintain all of the equipment or Communications Facilities installed on or near the Premises in good condition in compliance with all applicable laws, rules and regulations and Governmental Approvals. Within ninety (90) days after the expiration or earlier termination of this Lease (the "Removal Period"), or in the event Tenant's facilities or equipment do not comply with the necessary Governmental Approvals (following any cure periods the relevant government authority may provide), Tenant shall remove all of the Communication Facilities and related equipment and structures, at Tenant's sole cost and expense, and Tenant shall, forthwith and with all due diligence at its sole cost and expense, repair any damage to the Premises or the Property caused by Tenant's equipment, the Communication Facilities or the removal thereof and Tenant shall restore the Premises or any portion of the Property affected thereby to its condition on the Effective Date of this Agreement. In the event that Tenant

shall fail to fully remove any of Tenant's equipment and facilities then Tenant shall be deemed to be a holdover Tenant and hereby agrees to pay rent for each month in which such equipment or facilities remain on the Property which is one hundred fifty (150%) of the rent for the immediately preceding term of the Lease, until such time as the full removal of any structures, equipment or facilities are fully removed and the Property is fully restored in accordance with the terms of this Agreement. The provisions of this Section 8 shall survive the expiration or termination of this Lease and are specifically subject to the terms and agreements regarding holding over set forth in Section 11 of this Agreement.

**9. ASSIGNMENT AND SUBLEASE.** This Agreement may be sold, assigned or transferred by Tenant without any approval or consent of Landlord to Tenant's principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all of or substantially all of Tenants by reasons of merger, acquisition or other business reorganization. As to transfers or assignments not falling within the previous sentence, Tenant shall be required to obtain Landlord's prior written consent, which consent shall not be unreasonably conditioned, withheld or delayed. Provided that (i) Landlord is provided an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Agreement and (ii) such assignee owns not less than one thousand (1,000) telecommunications towers, Tenant shall be relieved of all liability hereunder. Upon prior notice to Landlord, Tenant shall have the exclusive right to sublease or grant licenses to use the Premises to telecommunications, broadband telephony, wireless, broadcast, and public service and network providers. Tenant shall not permit any of its sublessees or licensees to further sublease or license the Premises. In the event of any such sublease or license, Tenant hereby agrees that it will remain principal obligor to the Landlord for the full performance of all the terms, conditions, and covenants of this Lease by which Tenant herein is bound. Landlord may assign this Agreement without Tenant's consent only to a purchaser of the fee interest in the entire Property. Landlord may not assign this Agreement in connection with a subdivision or transfer of any portion of the Property which contains the Premises and constitutes less than the entire Property without Tenant's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

**10. COVENANTS, WARRANTIES AND REPRESENTATIONS.**

(a) Landlord warrants and represents that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant in a Title Insurance Commitment for the Property, and that it alone has full right to lease the Premises for the term set out herein.

(b) Landlord shall pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Premises, including, without limitation, judgments, taxes liens, mortgage payments and other similar encumbrances. If Landlord fails to make any such payments, or breaches any other monetary obligation or covenant under this Agreement, Tenant may, after providing thirty (30) days written notice to Landlord, make such payment or perform such monetary obligation on behalf of Landlord and offset such payment against its payment of Rent.

(c) Landlord shall not knowingly do or knowingly permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause any tower on the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other

approvals that may be required by any governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the proper zoning approvals required to use and maintain the Premises and the tower site.

(d) Subject to Tenant's indemnity obligations in Section 12, Landlord will be responsible for the compliance with all environmental laws and regulations with respect to the Premises. Landlord has received no notice that any asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Premises by Landlord or by any prior owner or user of the Premises. Landlord has received no notice that there has been any release of or contamination by hazardous materials on the Premises.

(e) Tenant shall have access to all utilities required for the operation of the Tenant's improvements on the Premises that are existing on the Property. Tenant agrees to furnish and install a separate electrical meter at the Premises for the measurement of electrical power used by Tenant's Communications Facilities. Landlord shall not be liable for any interruption or failure of any utility service to the Premises.

(f) Landlord has not granted any other licenses, sublicenses, or other agreements, granting to any party or parties the right of use or occupancy of any portion of the of Premises; Landlord has not granted any options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and there are no parties (other than Landlord) in possession of the Premises.

**11. HOLD OVER TENANCY.** Tenant or any assignee, sublessee or licensee of Tenant shall have no right to hold over the Premises or any part thereof after the expiration of the Lease Term. In the event that Tenant shall hold over in violation of this paragraph, Tenant hereby agrees that the rent applicable during such holdover shall be one hundred fifty percent (150%) of the rent applicable during the immediately preceding term. No holding over by Tenant or payments of money by Tenant to Landlord after the expiration of the Term of this Lease shall be construed to extend the Lease Term or prevent Landlord from recovery of immediate possession of the Leased Prmeises by summary proceedings or otherwise. In addition to the obligation to pay the amounts set forth above during any such holdover period, Tenant also shall be liable to Landlord for all damage, including any consequential damage, which Landlord may suffer by reason of any holding over by Tenant, and Tenant shall indemnify Landlord against any and all claims made by any other tenant or prospective tenant against Landlord for delay by Landlord in delivering the Premises to such other tenant.

**12. INDEMNITIES.**

Tenant agrees to indemnify and hold Landlord harmless from and against (a) any and all claims or losses arising from Tenant's use of the Premises, Tenant's equipment or Communication Facilities located in or near the Premises, or from the conduct of Tenant's business or from anything done, permitted or suffered by Tenant or any employee, guest, invitee or contractor of Tenant (the "Tenant Parties") in or about the Premises; (b) any and all claims or losses arising from any act of Tenant, or any Tenant Parties; and (c) from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim, or any action or proceeding brought thereon (12(a), 12(b), and 12(c), collectively, "Losses"); and in case any action or proceeding is brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel selected by Landlord. Tenant shall not be obligated to indemnify Landlord for any Losses to

the extent such Losses arise from the gross negligence or willful misconduct of Landlord, its employees, agents, contractors, and/or invitees. Any and all property, equipment or facilities of Tenant stored, kept or constructed on the Premises shall be at the sole risk to Tenant. Tenant will indemnify Landlord from and against any mechanic's liens or liens of contractors and sub-contractors engaged by or through Tenant. Any provisions regarding indemnities or any other obligation to be performed after the expiration or termination of this Lease shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if such provisions were a separate and independent contract made by the parties hereto.

**13. WAIVERS.** Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communication Facilities or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable law.

**14. INSURANCE.**

(a) Tenant warrants to Landlord that the minimum insurance coverage required herein shall be obtained by Tenant and shall be in force as of the Commencement Date. Tenant shall maintain comprehensive general liability insurance against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other tower locations of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the state where the Premises are located, shall name Landlord as an additional insured, and shall provide for cancellation only upon thirty (30) days' prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of all such policies or, at Tenant's option, certificates in lieu thereof issued by the insurance companies underwriting such risks.

(b) Tenant shall maintain at its expense, in an amount equal to full replacement costs, fire and extended coverage insurance on all of its Communications Facilities and other personal property located on the Premises against direct physical loss such as fire, theft, burglary, structural collapse, vandalism and malicious mischief. Tenant shall, at Landlord's request from time to time, provide Landlord with current certificates of insurance evidencing Tenant's compliance with this provision and Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least thirty (30) days before such expiration. Tenant waives all claims Tenant has or might have against Landlord, at the time of Lease execution and at all future times, for loss or damage to Tenant's property, equipment or facilities located on the Premises unless caused by the gross negligence or willful misconduct of Landlord, its employees, agents, contractors and/or invitees.

(c) Tenant shall not knowingly permit the Premises to be used in any way which may in any way increase or render void any insurance coverage in place with respect to the other facilities or buildings on the Property or any contents in any other building on the Property belonging to other tenants. If, at any time during the Lease Term, any insurance authority imposes an additional penalty or surcharge in Landlord's insurance premiums because of Tenant's improvements, equipment, method of storage or nature of Tenant's Communications Facilities or other equipment, or any other

act of Tenant, Tenant agrees to cease the activity which causes such increase in insurance coverage or pay as additional rental the increase in Landlord's insurance premiums.

**15. INTERFERENCE.** Tenant agrees to have installed radio equipment of the type and frequency that will not cause measurable interference to the equipment of Landlord or other tenants of the Property existing as of the date of this Agreement. In the event Tenant's equipment causes such interference, and after Landlord has notified Tenant of such interference, Tenant will take all steps necessary to correct and eliminate the interference. During the term of this Agreement, Landlord, its successors and assigns, will not grant any other ground lease, license, or easement with respect to the Property for (i) any construction or installation of radio or communications towers, transmitting and receiving equipment for cell technology and related antennae or dishes, or (ii) any lease, license, or easement which would detrimentally interfere with or impact Tenant's Communications Facilities, or the use thereof. Landlord and Tenant intend by this Agreement for Tenant (and persons deriving rights by, through, or under Tenant) to be the sole parties to market, use, or sublease any portion of the Property for wireless communications or broadcast facilities during the term of this Agreement. Landlord and Tenant agree that the covenants and restrictions contained in this paragraph are commercially reasonable, not an undue burden on Landlord or Tenant, not injurious to the public interest, and shall be specifically enforceable by Tenant (and persons deriving rights by, through or under Tenant) or Landlord in a court of competent jurisdiction. The parties agree that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, they each shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance in the event of a breach of any covenant contained in this paragraph.

**16. INTENTIONALLY DELETED.**

**17. SECURITY.** The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure its improvements, including the tower(s), building(s), guy anchors, guy wires, and related improvements situated upon the Premises provided that all such improvements shall be shown on the Site Plan and shall be approved by Landlord in writing prior to the construction thereof. Notwithstanding the foregoing, Landlord shall be permitted access to the Premises upon reasonable advance notice to Tenant.

**18. FORCE MAJEURE.** Except for any duty to pay Rent hereunder or with respect to any monetary default of this Agreement, the time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be. Tenant shall have no right to delay payment of Rent in any of the foregoing situations and shall further have no right to suspend Rent payments in the event of any interruption or failure of any utility services to the Premises for any amount of time.

**19. CONDEMNATION/CASUALTY.**



(a) Notwithstanding any provision of the Agreement to the contrary, in the event of condemnation of the Premises, Tenant shall be entitled to any portion of the condemnation award that is specifically identified to apply to Tenant's improvements with respect to the Premises, in the amount determined by the condemning agency conducting such condemnation proceedings. If a separate condemnation award is not determined by such agency, Tenant may on its own behalf make a claim in any condemnation proceeding involving the Property for losses related to the improvements on the Premises, provided that in no event shall Tenant receive duplicative awards for the same improvements.

(b) In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within sixty (60) days or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Tenant's operations at the Premises for more than sixty (60) days, then Landlord and Tenant may, provided Landlord has not completed the restoration required to permit Tenant to resume its operations, each have the option to terminate this Agreement upon fifteen (15) days written notice to Landlord. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement.

**20. DEFAULT.** The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event of any non-monetary default that cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party. With respect to monetary defaults, Landlord shall not be required to provide Tenant a default notice for the fourth (4<sup>th</sup>) monetary default, and every monetary default thereafter, to occur in a single lease year.

**21. REMEDIES.** Should the defaulting party fail to cure a default under this Agreement, the other party shall have all remedies available either at law or in equity, including the right to terminate this Agreement. Additionally, upon a default and failure to cure by Tenant, Landlord shall have the option to pursue any one or more of the following remedies:

(a) Reentry. Besides other rights or remedies it may have, Landlord shall have the immediate right of reentry without notice, and may change the locks, terminate utilities and remove all persons and property from the Premises; such property may be removed and stored in any other place for Tenant's account and at Tenant's risk and expense. Tenant hereby waives all claims for damages which may be caused by such action of Landlord and hereby saves Landlord harmless from any loss, costs or damages occasioned thereby, and no such reentry shall be considered or construed to be a forcible entry.

(b) Relletting. Should Landlord reenter, or obtain possession by any means whatsoever, it may either terminate this Lease or it may from time to time without terminating this Lease, relet said

Premises or any part thereof upon such rental terms and conditions as Landlord, in its sole discretion, may deem advisable, Landlord may make alterations and repairs to said Premises. Rentals received by Landlord from such reletting shall be applied: first to the payments of any indebtedness or other monetary sums, other than rent, due hereunder from Tenant to Landlord; second, to the payment of any cost of such reletting; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rents as they become due and payable hereunder. Should such rentals received from such reletting during any month be less than that agreed to be paid during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord.

(c) **Termination.** No such reentry or taking possession of said Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may elect to terminate this Lease for such previous breach. Should Landlord, at any time, terminate this Lease for any breach, in addition to any other remedy it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, and including the worth at the time of such termination, of the total amount of rent and other monetary sums reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term less the costs and expenses of reletting same including leasing commissions, attorney fees and reasonable amounts for alterations and repairs. The term "damages" as used herein shall include, but not be limited to, all accrued and unpaid rent due hereunder and all other monetary sums due hereunder.

**22. ATTORNEY'S FEES.** If there is any legal proceeding between Landlord or Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

**23. ADDITIONAL TERMINATION RIGHT.** If at any time during the term of this Agreement, Tenant determines, in its sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Agreement upon one hundred eighty (180) days prior written notice to Landlord; provided, however, that Tenant shall remove all of the Communication Facilities at Tenant's sole cost and expense, and Tenant shall, forthwith and with all due diligence at its sole cost and expense, repair any damage to the Premises or the Property caused by Tenant's equipment, the Communications Facilities or the removal thereof and shall restore the Premises or any other portion of the Property affected thereby to its condition as of the date of this Agreement in compliance with Section 8 of this Agreement.

**24. PRIOR AGREEMENTS.** The parties hereby covenant, recognize and agree that the terms and provisions of this Agreement shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

**25. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT.** In the event the Property is encumbered by a mortgage or deed of trust or other security instrument of any kind (a "Landlord Mortgage"), Landlord shall use commercially reasonable efforts to obtain, within forty-five (45) days following a request by Tenant, from the holder of each such Landlord Mortgage a fully-executed subordination, non-disturbance and attornment agreement (a "SNDA") in recordable form, which shall be in a commercially reasonable form. The holder of every such Mortgage shall, in the SNDA, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord's interest in the Premises, such Mortgage holder shall recognize and confirm the validity and existence of this Agreement and Tenant shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement, provided Tenant is not in default of this Agreement beyond applicable notice and cure periods and that Tenant agrees therein to subordinate this Lease to the lien of any such mortgage holder.

**26. LENDER'S RIGHTS.**

(a) Landlord agrees to recognize the leases/licenses of all subtenants and sublicensees to which it has been given prior notice of in accordance with Section 9 hereof, and will permit each of them to remain in occupancy of its premises notwithstanding any default hereunder by Tenant so long as each such respective subtenant or sublicensee is not in default under the lease/license covering its premises. If Landlord has been given notice of said subtenant and/or sublicensee, Landlord agrees to execute such documents as any such subtenant and/or sublicensee might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or Landlord recognition agreements, to further memorialize the foregoing, and further agrees to use reasonable efforts to also cause its lenders to similarly acknowledge, in writing, subtenant/sublicensee's right to continue to occupy its premises as provided above.

(b) Landlord consents to the granting by Tenant of a lien and security interest in Tenant's leasehold interest in this Agreement and all of Tenant's Communications Facilities, any related equipment, personal property or fixtures attached to the Property as provided in subsection (d) below, and furthermore consents to the exercise by Tenant's Lender of its rights of foreclosure with respect to its lien and security interest on Tenant's personal property or Tenant's leasehold interest, provided that such lien shall be subject and subordinate to the lien of any Landlord Mortgage holder which shall have priority lien status and shall not be foreclosed by any such foreclosure action. Landlord agrees to recognize Tenant's Lender (as hereinafter defined) as Tenant hereunder upon any such exercise by Tenant's Lender of its rights of foreclosure provided that such Lender, prior to being recognized as Tenant (i) has provided to Landlord an SNDA in form acceptable to Landlord starting that such any lien created by such leasehold mortgage shall be subject to the terms of this Lease Agreement and subject and subordinate to any lien created by a Landlord Mortgage holder, and that any such lien shall be an encumbrance only on the Tenant's leasehold estate in the Premises and not on the Landlord's fee interest in the Property, (ii) shall pay to the Landlord all unpaid rent past due under this Agreement and all reasonable expenses, including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred by the Landlord in connection with the default by the Tenant, and (iii) shall cure all defaults of Tenant existing under this Agreement which occurred prior to such lender's foreclosure and which are susceptible to being cured by such Lender promptly and with due diligence.

(c) In the event Landlord provides Tenant with a notice of default, Landlord hereby agrees to give Tenant's Lender written notice of any such breach or default, within fifteen (15) days after the occurrence thereof, by sending Lender at the address set forth in Section 30, a copy of the default notice provided Tenant. Landlord further agrees that no default under the Agreement shall be deemed to have occurred unless such notice to Lender is also given and that, in the event of any such breach or default under the terms of the Agreement, Lender shall have the right, to the same extent, for the same period and with the same effect, as the Tenant after any applicable grace period to cure or correct any such default.

(d) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate the Tenant's Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under the Agreement. Lender shall become liable under the provisions of this Agreement at the time it becomes, and then only for as long as it remains, the owner of the leasehold estate credited hereby.

(e) The Tenant shall have the right from time to time to mortgage or otherwise encumber the Tenant's leasehold interest in this Agreement; provided, however, in no event shall (i) there be more than one such mortgage or encumbrance outstanding at any one time, (ii) any lien created by such leasehold mortgage shall be subject to the terms of this Lease Agreement and subject and subordinate to any lien on Landlord's fee interest created by a Landlord Mortgage holder, (iii) that any such lien shall be an encumbrance only on the Tenant's leasehold estate in the Premises and not on the Landlord's fee interest in the Property, and (iv) Tenant shall deliver to Landlord an SNDA signed by Tenant's Lender pursuant to the terms of subsection (f) below. If the Tenant shall so mortgage (each, a "Tenant's Mortgage") the Tenant's interest in this Agreement to one or more lenders (any such lender, and any successor, assign, designee or nominee of such lender, hereinafter a "Lender"), the Tenant or such Lender shall give the Landlord prompt notice of such Mortgage and furnish the Landlord with a complete and correct copy of such Mortgage, certified as such by the Tenant or such Lender, together with the name and address of such Lender.

(f) In the event the Premises is encumbered by a Tenant Mortgage, Tenant will obtain from the holder of such Tenant Mortgage and deliver to Landlord a fully-executed SNDA in recordable form, which shall be in a commercially reasonable form acceptable to Landlord. In the SNDA, the holder of such Tenant Mortgage shall agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Tenant's interest in the Premises, (i) the lien of such Tenant Mortgage holder shall be subject to all terms and conditions of this Agreement and subject and subordinate to any and all liens by a Landlord Mortgage holder on the Property, and (ii) that it will comply with the terms and conditions of this Lease as Tenant, and then accordingly Landlord will agree to recognize said lender as Tenant in accordance with the terms set forth in subsection (a) above.

27. **INTENTIONALLY DELETED.**

28. **INTENTIONALLY DELETED.**

29. **QUIET ENJOYMENT.** So long as tenant is not in default under this Agreement beyond the applicable notice and cure period, Landlord covenants and agrees that Tenant shall peaceable and

quietly hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection by Landlord, its successors or assigns or by those claiming by, through or under them.

**30. NOTICES.** All notices, requests, claims, demands, and other communications hereunder shall be in writing and sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a parties at the address below, or to such other address that a party below may provide from time to time:

**If to Landlord:**

Widefield MGMT &  
Investment Co LLLP

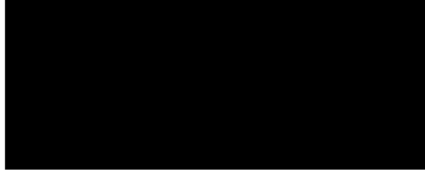


**If to Tenant:**

Vertical Bridge Development II,  
LLC  
750 Park of Commerce Drive  
Suite 200  
Boca Raton, FL 33487  
Attn: Daniel Marinberg

**If to Lender:**

Toronto Dominion (Texas) LLC



**31. MISCELLANEOUS.**

(a) Each individual executing this Lease on behalf of Tenant and Landlord represents and warrants that (i) he/she is duly authorized to execute and deliver this Lease on behalf of said entity in accordance with its bylaws or operating agreements; (ii) this Lease is binding upon said corporation or entity; and (iii) a resolution to this effect, in a form reasonably acceptable to the other party, will be provided immediately upon request.

(b) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

(d) Failure of party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

(e) This Agreement shall be governed by and construed in accordance with the laws of the state in which the leased Premises are located.

(f) This Agreement constitutes the entire Agreement and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the leased Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

(g) This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

FCV

(h) A short-form Memorandum of Option to Lease and Memorandum of Lease may be recorded at Landlord or Tenant's option in the form as depicted respectively in Exhibit 3 and Exhibit 4 attached hereto, and the other party agrees to cooperate with all necessary signatures or revisions required to accomplish said recording in the county where the Premises is located.

**[SIGNATURES BEGIN ON NEXT PAGE]**

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by a party hereto.**

**WITNESSES:**

J. Ryan Weston  
Name: J. Ryan Weston

Katherine R. Brose  
Name: KATHERINE R. BROSE

**LANDLORD:**

**Widefield Management and Investment Company LLLP**

By: Frank C. Watson  
Name: FRANK C. WATSON  
Title: MEMBER  
Date: 3-16-2016

**WITNESSES:**

Natacha Barrero  
Name: Natacha Barrero

Patricia Lake  
Name: Patricia Lake

**TENANT:**

**Vertical Bridge Development II, LLC**  
a Delaware limited liability company

By: Alex Gellman  
Name: Alex Gellman  
Title: C.E.O.  
Date: 3-29-16



**EXHIBIT 1**

**Legal Description of the Property (Parent Parcel)**

Parcel: 6524100048

TRACT IN N2 NE4 SEC 24-15-66 AS FOLS, COM AT NW COR  
OF WIDEFIELD HOMES SUB, TH E ALG N SEC LN 311.07 FT,  
S 36<31' E 54.91 FT TO A PT ON A LN THAT IS 44.13 FT  
S OF SD N SEC LN, E ALG SD LN 651.93 FT FOR POB,  
S 36<31' E 294.10 FT, S 53<29' W 38.90 FT,  
S 36<31' E 15.00 FT, S 53<29' W 68.0 FT, S 36 31'  
E 273.92 FT, S 53 29' W 293.24 FT, S 36 31' E  
147.50 FT TO A PT ON W LY BDRY OF BLK 1 IN AFSD SUB,  
TH ON A CUR TO L HAVING A C/A OF 44 10'51" A RAD  
OF 1088.70 FT AN ARC DIST OF 839.50 FT, N  
81 22'07" W 149.44 FT, N 36<31' W 92.71 FT, TH W  
ALG AFMD LN THAT IS 44.13 FT S OF N SEC LN  
284.44 FT TO POB - TRACT II -

Parcel: 652100049

TRACT IN N2 NE4 SEC 24-15-66 AS FOLS, COM AT NW COR  
OF WIDEFIELD HOMES SUB, TH E ALG N SEC LN 311.07 FT,  
S 36<31' E 811.94 FT FOR POB, CONT S 36<31' E ALG  
ELY R/W LN OF WIDEFIELD BLVD 234.34 FT,  
N 53<29' E 123.76 FT, N 36<31' W 20.42 FT, N 53<29' E  
293.24 FT, N 36<31' W 213.92 FT, TH S 53<29' W  
417.0 FT TO POB - TRACT III -

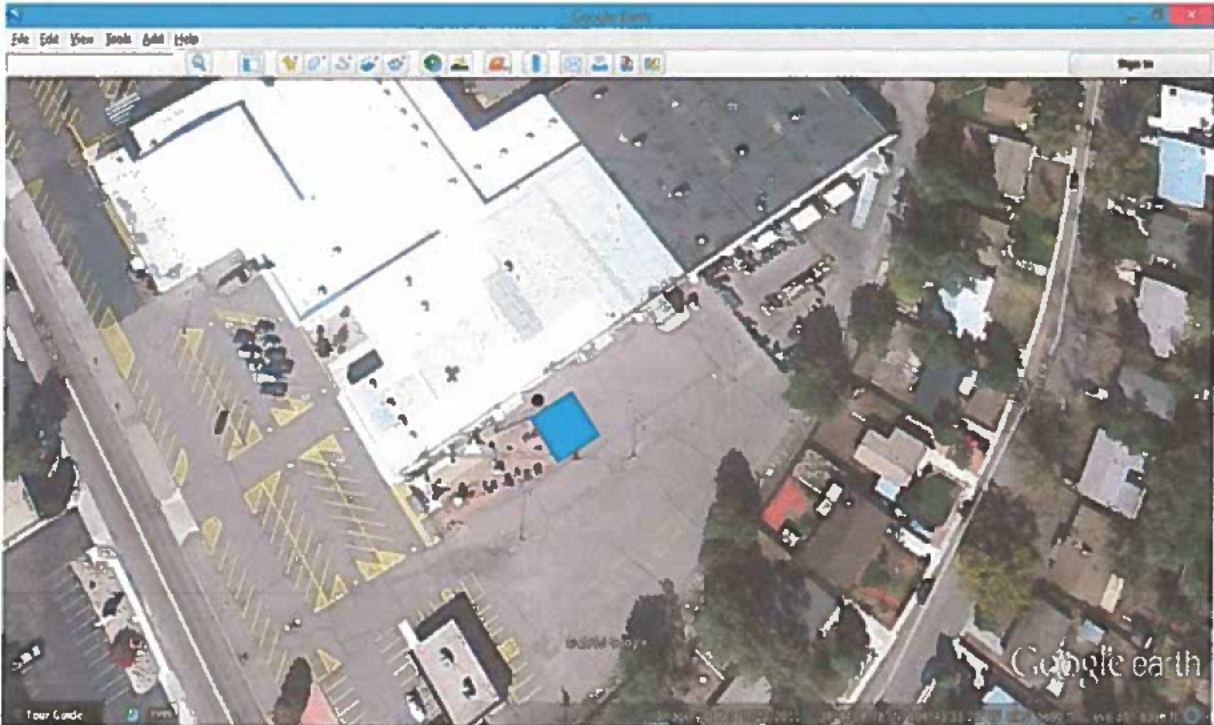


## EXHIBIT 2

### Premises

(Site Sketch to be Replaced with a Final Survey)

Will be replaced with site plan after site walk is complete.



**EXHIBIT 3**  
**Memorandum of Option to Lease**  
**(Attached)**

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

**Upon Recording Return to:**

Vertical Bridge Development II, LLC  
750 Park of Commerce Drive, Suite 200  
Boca Raton, FL 33487  
Attn: Daniel Marinberg

Site Name: CO-5035  
Site Number: Fountain

**MEMORANDUM OF OPTION TO LEASE**

This Memorandum of Option to Lease ("Memorandum") evidences an Option and Lease Agreement (the "Lease") between Widefield Management and Investment Company LLLP, a Colorado limited liability partnership ("Landlord"), whose address is [REDACTED] and Vertical Bridge Development II, LLC, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487 ("Tenant"), dated MARCH 27, 2016 (the "Effective Date"), for a portion of the real property described in Exhibit A attached hereto (the "Property").

Pursuant to the Lease, Landlord has granted Tenant an exclusive option (the "Option") to lease a certain premises of the Property (the "Premises"). The Option commenced as of the Effective Date and shall continue in effect for a period of one hundred twenty (120) days from the Effective Date and may be renewed by Tenant for an additional one hundred twenty day (120) day period. Should Tenant fail to exercise this Option within the time herein allowed, all rights and privileges related to the Option shall terminate.

Landlord ratifies, restates and confirms the Tenant's Option to Lease the Premises and, upon exercise of the Option by Tenant, shall lease to Tenant the Premises, subject to the terms and conditions of the Lease. 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 the 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]

6/1/11

**IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF OPTION TO LEASE as of the date last signed by a party hereto.**

**WITNESSES:**

[Signature]  
Name: J. Ryan Watson

[Signature]  
Name: KATHERINE BROSE

**LANDLORD:**

**Widefield Management and Investment Company LLLP**

By: [Signature]  
Name: FRANK C. WATSON  
Title: MEMBER  
Date: 3-16-2016

STATE OF Colorado  
COUNTY OF EL PASO

On this 16<sup>th</sup> day of March, 2016, before me personally appeared Frank C. Watson, the member of Widefield Management and Investment Company LLLP, on behalf of the partnership, who is to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 16 day of MARCH, 2016.

[Signature]  
Notary Public

My Commission Expires:  
July 23, 2018



[Tenant's Signature Page to Memorandum of Option to Lease]

**WITNESSES:**

*Natacha Barrero*  
Name: Natacha Barrero

*h*  
Name: Patricia Lake

**TENANT:**

**Vertical Bridge Development II, LLC,**  
a Delaware limited liability company

By: *[Signature]*  
Name: Alex Bellman  
Title: C.E.O.  
Date: 3-29-16



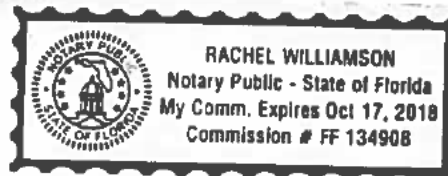
STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of March, 2016, by Alex Gellman, the C.E.O. of Vertical Bridge Development II, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

WITNESS my hand and Official Seal at office this 29<sup>th</sup> day of March, 2016.

*Rachel Williamson*  
Notary Public

My Commission Expires:  
Oct. 17, 2018



**EXHIBIT A**  
(TO MEMORANDUM OF OPTION TO LEASE)

The Property

Parcel: 6524100048

TRACT IN N2 NE4 SEC 24-15-66 AS FOLS, COM AT NW COR  
OF WIDEFIELD HOMES SUB, TH E ALG N SEC LN 311.07 FT,  
S 36<31' E 54.91 FT TO A PT ON A LN THAT IS 44.13 FT  
S OF SD N SEC LN, E ALG SD LN 651.93 FT FOR POB,  
S 36<31' E 294.10 FT, S 53 29' W 38.90 FT,  
S 36<31' E 15.00 FT, S 5329' W 68.0 FT, S 36 31'  
E 273.92 FT, S 53 29' W 293.24 FT, S 36 31' E  
147.50 FT TO A PT ON W LY BDRY OF BLK 1 IN AFSD SUB,  
TH ON A CUR TO L HAVING A C/A OF 44 10'51" A RAD  
OF 1088.70 FT AN ARC DIST OF 839.50 FT, N  
81 22'07" W 149.44 FT, N 36 1' W 92.71 FT, TH W  
ALG AFMD LN THAT IS 44.13 FT S OF N SEC LN  
284.44 FT TO POB - TRACT II -

Parcel: 652100049

TRACT IN N2 NE4 SEC 24-15-66 AS FOLS, COM AT NW COR  
OF WIDEFIELD HOMES SUB, TH E ALG N SEC LN 311.07 FT,  
S 36<31' E 811.94 FT FOR POB, CONT S 36<31' E ALG  
ELY R/W LN OF WIDEFIELD BLVD 234.34 FT,  
N 53<29' E 123.76 FT, N 36<31' W 20.42 FT, N 53<29' E  
293.24 FT, N 36<31' W 213.92 FT, TH S 53<29' W  
417.0 FT TO POB - TRACT III -

*end*

**EXHIBIT 4**  
**Memorandum of Lease**  
**(Attached)**

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

**Upon Recording Return to:**

Vertical Bridge Development II, LLC  
750 Park of Commerce Drive, Suite 200  
Boca Raton, FL 33487  
Attn: Daniel Marinberg

Site Name: CO-5035  
Site Number: Fountain

**MEMORANDUM OF LEASE**

This Memorandum of Lease ("Memorandum") evidences a Lease Agreement (the "Lease") between Widefield Management and Investment Company L.L.P. a Colorado limited liability partnership ("Landlord"), whose address is [REDACTED] and Vertical Bridge Development II, LLC, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487 ("Tenant"), dated MARCH 29, 2016 (the "Effective Date"), for the real property set forth on Exhibit A attached hereto (the "Premises") which is located on that certain real property described on Exhibit B (the "Property").

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 the Landlord to Tenant of the Premises for an initial term of five (5) years with five (5) renewal options of an additional five (5) years each, and further provides:

1. The Lease restricts Landlord's ability to utilize, or allow the utilization of the Landlord's Property of which the Premises is a part for the construction, operation and/or maintenance of communications towers and related facilities;
2. The Premises may be used exclusively by Tenant for the sole purpose of erecting, installing, operating and maintaining radio or communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, equipment shelters and other supporting structures, and

few



related equipment, as set forth in the Lease and 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 such wireless communications or broadcast facilities during the term of the Lease (such restriction shall run with the land and be binding on the successors and assigns of Landlord during the term of the Lease).

3. Tenant is entitled to sublease and/or sublicense the Premises, including any communications tower located thereon.

4. Landlord may assign this Agreement without Tenant's consent only in its entirety and only to any person or entity who or which acquires fee title to the entirety of the Property.

5. Landlord may not subdivide or transfer any portion of the Property containing the Premises without Tenant's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

6. Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its employees, agents, invitees, sublessees, sublicensee's, successors and assigns a twenty-foot (20') wide nonexclusive easement (i) for ingress and egress to and from the Premises, (ii) for access and movement of equipment and materials for the construction, installation, maintenance, and operation of the Communication Facilities on the Premises, and (iii) for the construction, installation, operation and maintenance of overhead and underground electric and other utility facilities serving the Premises (including fiber, wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such utility facilities, over, across and through any easement for the benefit of and access to the Premises (the "Access and Utility Easement"), as such Easement is depicted in Exhibit A attached hereto.

7. The Access and Utility Easement rights granted to Tenant under the Lease shall terminate upon the expiration or earlier termination of the Lease.

8. 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 the 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]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

WITNESSES:

FL RW  
Name: FL RYAN WATSON

Katherine R. Bruse  
Name: KATHERINE R. BRUSE

LANDLORD:

Widefield Management and Investment Company LLLP

By: [Signature]  
Name: FRANK C. WATSON  
Title: MEMBER  
Date: 3-16-2016

STATE OF Colorado  
COUNTY OF EL PASO

On this 16<sup>th</sup> day of March, 2016, before me personally appeared Frank C. Watson, the member of Widefield Management and Investment Company LLLP, on behalf of the partnership, who is to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 16 day of March, 2016.

[Signature]  
Notary Public

My Commission Expires:  
July 23, 2018



[Tenant's Signature Page to Memorandum of Lease]

WITNESSES:

*Natacha Barreno*  
Name: Natacha Barreno

*Patricia Lake*  
Name: Patricia Lake

TENANT:

Vertical Bridge Development II, LLC,  
a Delaware limited liability company

By: *Alex Gellman*  
Name: Alex Gellman  
Title: C.E.O.  
Date: 3-29-16



STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of March, 2016, by Alex Gellman the C.E.O. of Vertical Bridge Development II, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

WITNESS my hand and Official Seal at office this 29<sup>th</sup> day of March, 2016.

*Rachel Williamson*  
Notary Public

My Commission Expires:  
Oct. 17, 2018



**EXHIBIT A  
(TO MEMORANDUM OF LEASE)**

**Premises**

**Tower Lease Area:**

**Non-Exclusive Access and Utility Easement:**