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**MEMORANDUM OF GROUND LEASE AGREEMENT FOR WIRELESS CELL
TOWER BETWEEN CITY OF SANDPOINT AND SBA 2012 TC ASSETS, LLC**

THIS MEMORANDUM OF GROUND LEASE AGREEMENT FOR WIRELESS CELL TOWER BETWEEN CITY OF SANDPOINT AND SBA 2012 TC ASSETS, LLC (herein "**Memorandum**") is made this _____ day of _____, 202____, by and between **CITY OF SANDPOINT, a municipal corporation of the State of Idaho**, having an address of 1123 Lake Street, Sandpoint, Idaho 83864 ("**Lessor**") and **SBA 2012 TC ASSETS, LLC, a Delaware limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, FL 33487 ("**Lessee**").

WHEREAS, Lessor and Lessee entered into that certain Ground Lease Agreement for Wireless Cell Tower between City of Sandpoint and SBA 2012 TC Assets, LLC ("**Lease**") dated _____, 20____ whereby Lessor leases to Lessee a portion of the land described in **Exhibit "A"** attached hereto and made a part hereof. All terms used but not defined herein shall have the meaning ascribed to them in the Lease.

WHEREAS, Lessor and Lessee desire to enter into this Memorandum to give notice of said Lease and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration including the rents reserved and the covenants and conditions more particularly set forth in the Lease, Lessor and Lessee do hereby covenant, promise and agree as follows:

1. The Lease provides in part that Lessor leases to Lessee approximately two Thousand Five Hundred (2,500) square foot portion of the Parent Parcel together with non-exclusive easements for ingress, egress, and utilities for the duration of the Lease ("**Premises**") located at 801 Ontario

Street, in the City of Sandpoint, County of Bonner, State of Idaho, within the property of or under the control of Lessor which is legally described in **Exhibit "A"** attached hereto and made a part hereof, under Property Parcel ID: RPS00000272400A ("**Parent Parcel**").

2. Lessee shall lease the Premises from Lessor, together with all easements for ingress, egress, and utilities, all upon the terms and conditions more particularly set forth in the Lease for an initial term of ten (10) years, which term is subject to two (2) additional ten (10) year terms. Either party may provide written notice of its intent not to renew no earlier than twelve (12) months and no later than six (6) months prior to the expiration of the then-current term; provided however, that Lessor may elect not to renew if Lessor reasonably determines that the Leased Property is required for a bona fide municipal purpose, including redevelopment or other public benefit or use. In the event Lessor elects not to renew based upon such municipal purpose, Lessor and Lessee shall cooperate in good faith to identify another location within the City limits or Sandpoint, Idaho outside of Parent Parcel, but makes no guarantee another site will be located. Lessee may elect not to renew only if the communications facility is no longer economically viable, in Lessee's reasonable determination, including if there are no active subtenants of Lessee operating at the site. If neither party provides such notice of non-renewal the Lease shall automatically renew for the next Renewal Term. Each Renewal Term shall be subject to all terms and conditions of the Lease.

3. The sole purpose of this instrument is to give notice of said Lease and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Lease contains certain other rights and obligations in favor of Lessor and Lessee which are more fully set forth therein.

4. The conditions, covenants, and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, and assigns for the term of the Lease and any extensions thereof. All covenants and agreements of this Lease shall run with the land described in **Exhibit "A"**.

REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGES TO FOLLOW.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

WITNESSES:

LESSOR:

**THE CITY OF SANDPOINT, a
municipal corporation of the State of
Idaho**

By: _____

Name: _____

Title: Mayor

ATTEST

Print Name: _____
Title: City Clerk

STATE OF IDAHO
COUNTY OF _____

On this ____ day of _____, 202__, before me, _____, the undersigned notary public, personally appeared _____, known or identified to me (or proved to me on the oath of _____), as the Mayor of the City of Sandpoint, that he/she executed the foregoing instrument, and acknowledged to me that he/she executed the same.

Notary Public
Print Name: _____
My Commission Expires: _____

(NOTARY SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

LESSEE:

**SBA 2012 TC Assets, LLC, a Delaware
limited liability company**

By: _____
Joshua Koenig, Executive Vice
President and General Counsel

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this ____ day of _____, 202__ by Joshua Koenig, Executive Vice President and General Counsel of SBA 2012 TC Assets, LLC, a Delaware limited liability, on behalf of the company, who is personally known to me and did not take an oath.

(NOTARY SEAL)

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT "A"

Legal Description of Parent Parcel

Legal description to be incorporated upon receipt of final survey.

The Parent Parcel is described and/or depicted as follows:

All of Government Lot 1 in Section 27, Township 57 North, Range 2 West, Boise Meridian, lying West of the line described as follows: Beginning at the North Quarter corner of said Section 27; running thence southerly along the center line of said Section extended to Lake pend Oreille.

EXCEPTING therefrom the tract hereby conveyed all roads and streets laid out or dedicated by plat heretofore for record.

AND ALSO EXCEPTING any portion lying within Ontario Street and Ella Avenue.